

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 5

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 2068215
Procurement Type: Central Master Agreement
Vendor ID: VS0000051784
Legal Name: NL DRONE SERVICES LLC
Alias/DBA:
Total Bid: $93,375.00
Response Date: 10/08/2026
Response Time: 12:13
Responded By User ID: NL Drone Service
First Name: Amy
Last Name: Layne
Email: nldroneservice@gmail.com
Phone: 3045423629

SO Doc Code: CRFQ
SO Dept: 0211
SO Doc ID: GSD2700000018
Published Date: 10/1/26
Close Date: 10/8/26
Close Time: 13:30
Status: Closed
Solicitation Description: Window Cleaning Services for GSD Buildings
Total of Header Attachments: 5
Total of All Attachments: 5

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

State of West Virginia
Solicitation Response

Proc Folder:	2068215
Solicitation Description:	Window Cleaning Services for GSD Buildings
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-10-08 13:30	SR 0211 ESR10082600000003553	1

VENDOR

VS0000051784
NL DRONE SERVICES LLC

Solicitation Number: CRFQ 0211 GSD2700000018

Total Bid: 93375 **Response Date:** 2026-10-08 **Response Time:** 12:13:38

Comments: The excel document the signature area was protected by the author, I could not edit or sign the bottom.

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Window Cleaning- Inside and Out including High-rises				93375.00

Comm Code	Manufacturer	Specification	Model #
76111504			

Commodity Line Comments: NL Drone Services is a professional exterior cleaning and drone services company specializing in commercial, industrial, and government facilities. The company provides drone-assisted exterior building cleaning, window cleaning, pressure washing, and related exterior maintenance services.
By combining traditional cleaning methods with commercial drone technology, NL Drone Services can safely and efficiently service multi-story buildings and difficult-to-access areas while reducing the need for lifts, scaffolding, and personnel working at height. Operations are planned around site conditions, public safety, property protection, and applicable FAA requirements.
NL Drone Services is equipped to perform both large-scale and site-specific projects and is committed to providing dependable service, professional results, and safe, efficient project execution.

Extended Description:

Window Cleaning- Bid Inside and Out including High-rise buildings.
Format is A(cleaning inside) + B (cleaning outside) = C (combined lump sum total)
See Attachment A and B

Exhibit A - Pricing Page - CRFQ GSD27*18

Vendors should complete this pricing page.

Location	Cleaning Inside		Cleaning Outside
Capitol Complex Campus			
Bldg. 1 - Main Capitol Building	$6,750.00		$10,125.00
Bldg. 3 - DMV Building	$2,250.00		$5,850.00
Bldg. 4 - Administration Building	$1,125.00		$2,700.00
Bldg. 5 - Highways	$2,812.50		$6,637.50
Bldg. 6 - Education	$2,250.00		$5,287.50
Bldg. 7 - Caperton Center	$1,518.75		$3,431.25
Bldg. 8 - Governors Mansion	$1,968.75		$3,093.75
Bldg. 10 - Holly Grove	$562.50		$843.75
Bldg. 11 - Chiller Plant	$84.38		$140.63
Bldg. 14 - Supreme Court	$196.88		$309.38
Bldg. 15 - Purchasing	$225.00		$393.75
Bldg. 16 - Day Care	$225.00		$393.75
Bldg. 17 - Finance	$562.50		$900.00
Bldg. 18 - GSD Business Section	$135.00		$202.50
Bldg. 98 - Warehouse	$281.25		$506.25
Off Campus			
Bldg. 22 - Tax & Revenue (1001 Virginia Street, Charleston)	$393.75		$675.00
Bldg. 23 - Beckley (407 Neville Street)	$281.25		$562.50
Bldg. 25 - Parkersburg (5th & Avery Streets)	$393.75		$618.75
Bldg. 27 - Surplus Property (2700 Charles Ave. Dunbar)	$140.63		$253.13
Bldg. 32 - Huntington (2699 Park Avenue)	$843.75		$1,406.25
Bldg. 34 - Weirton (100 Municipal Plaza)	$450.00		$787.50
Bldg. 35 - Diamnd (350 Capitol Street, Charleston)	$1,687.50		$3,487.50
Bldg. 36 - One Davis Quare (321 Capitol Street, Charleston)	$1,125.00		$2,418.75
Bldg. 37 - DEP (610 57th Street, Charleston)	$956.25		$1,575.00
Bldg. 53 - Clarksburg (153 W. Main Street)	$731.25		$1,293.75
Bldg. 54 - Fairmont (400 Adams St.)	$843.75		$1,406.25
Bldg. 54 - Fairmont (excluding North Side - Quincy Street)	$675.00		$1,125.00
Bldg. 54 - Fairmont (North Sice - Quincy Street only)	$168.75		$281.25
Bldg. 55 - Logan (130 Stratton St.)	$843.75		$1,518.75
Bldg. 74 - Plaza IV (318-324 4th Avenue, S. Charleston)	$450.00		$731.25
Bldg. 84 - Cornerstone (1409 Greenbrier St., Charleston)	$253.13		$421.88
Bldg. 86 - Summers Building (1124 Smith Street, Charleston)	$506.25		$843.75
Bldg. 88 - Players Club (7 Players Club Dr, Charleston)	$281.25		$450.00
Bldg. 97 - Williamson (203 E. 3rd Ave.)	$253.13		$478.13
TOTAL:	**A** $32,225.63	**B**	$61,149.37
OVERALL TOTAL COST: (TOTAL FROM A PLUS B:			$93,375.00

Authorized Signature

Vendor Name

Date

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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder:	2068215	**Reason for Modification:**
Doc Description:	Window Cleaning Services for GSD Buildings	Addendum No. 1
Proc Type:	Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-01	2026-10-08 13:30	CRFQ 0211 GSD2700000018	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000051784
Vendor Name : NL Drone Servcies, LLC
Address : PO Box 13, Pinch WV 25156
Street : 155 Quick Road
City : Elkview
State : WV **Country :** USA **Zip :** 25071
Principal Contact : AMY LAYNE
Vendor Contact Phone: 304-674-9964 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor Signature X **FEIN#** 41-2779186 **DATE** 10-8-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

1. To provide response to the vendor question. See attachment.

2. The bid opening remains on 10/08/2026 at 1:30 pm EST.

No other changes.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		STATE OF WEST VIRGINIA	
112 CALIFORNIA AVENUE		VARIOUS LOCATIONS AS INDICATED BY ORDER	
BLDG 4, 6TH FLOOR			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Window Cleaning- Inside and Out including High-rises				

Comm Code	Manufacturer	Specification	Model #
76111504			

Extended Description:
Window Cleaning- Bid Inside and Out including High-rise buildings.
Format is A(cleaning inside) + B (cleaning outside) = C (combined lump sum total)
See Attachment A and B

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12 PM	2026-10-01

	Document Phase	Document Description	Page 3
GSD2700000018	Final	Window Cleaning Services for GSD Buildings	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder:	2068215	**Reason for Modification:**
Doc Description:	Window Cleaning Services for GSD Buildings	
Proc Type:	Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-25	2026-10-08 13:30	CRFQ 0211 GSD2700000018	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000051784
Vendor Name : NL Drone Services, LLC
Address : PO Box 13, Pinch WV 25156
Street : 155 Quick Road
City : Elkview
State :
Country : USA
Zip : 25071
Principal Contact : Amy Layne
Vendor Contact Phone: 304-674-9964
Extension:

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor Signature X **FEIN#** 41-2779186 **DATE** 10-8-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Window Cleaning Services at buildings owned and operated by the General Services Division per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		STATE OF WEST VIRGINIA	
112 CALIFORNIA AVENUE		VARIOUS LOCATIONS AS INDICATED BY ORDER	
BLDG 4, 6TH FLOOR			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Window Cleaning- Inside and Out including High-rises				

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See Attachment A and B

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12 PM	2026-10-01

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain **mandatory** provisions identified by the use of the words "**must**," "**will**," and "**shall**." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

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

*Site Visits may be scheduled with Scotty Pauley @ 304-352-5481

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: October 1, 2026 by 12:00 PM EST

Submit Questions to: Tara Lyle
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: tara.l.lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. **BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via *wv*OASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER: 304-558-3970

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

Bid Opening Date and Time: October 8, 2026 at 1:30 PM EST

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

14. **PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

14A. **RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority- owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors.

16. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

NL Drone Services LLC

18. **NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

19. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3."

20. **WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that **shall** form the basis of a contractual agreement. **Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid.** Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one(1) year _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____). and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☑ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $ 1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $ 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☑ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: $50,000.00 per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☑ Certificate of Insurance must indicate Additional Insured.

☑ Certificate Holder should indicate:
General Services Division
1900Kanawha Blvd. E
Chareston, WV 25305

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: 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.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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 maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

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

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

    1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

    2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Amy Layne - Member Manger

(Address) PO Box 13, Pinch WV 25156

(Phone Number) / (Fax Number) 304-674-9964

(email address) nldroneservice@gmail.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

NL Drone Services, LLC
(Company)

(Signature of Authorized Representative)

Amy Layne
(Printed Name and Title of Authorized Representative) (Date)

304-674-9964
(Phone Number) (Fax Number)

nldroneservice@gmail.com
(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Window Cleaning Services at buildings owned and operated by the General Services Division.

   Contractors can arrange site visits prior to the bid opening date by contacting Scotty Pauley Operations and Maintenance Manager, GSD, via email at Scotty.E.Pauley@wv.gov, or phone at 304-352-5481 (See Exhibit B for building locations).

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 the pricing pages, and the list of services identified in section 4 below, as more fully described in these specifications.

   2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as 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.

   2.4 "Holidays" means days designated by WV Code 2-2-1 as legal holidays (New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day)

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. Vendor, or Vendor's management and supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in the bid specifications. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award. Vendor may use the References Section Attachment "C" for this information.

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 Window Cleaning

4.1.1.1 The Contractor shall provide window cleaning services in buildings owned and operated by the West Virginia Department of Administration. The window cleaning may be requested on the inside or outside of the building. It is the intent of the Agency to have these services provided only as requested.

4.1.1.2 The occupant Agencies will be responsible for moving any items in the interior spaces in order for the Contractor to clean the windows inside.

4.1.1.3 The Contractor MUST provide all lifting equipment. The building roof tops cannot be used for rigging moving scaffolding.

4.1.1.4 The contractor is required to furnish all necessary labor, equipment, tools, and materials for cleaning all windows. Glass is clean when all window surfaces are without streaks, film, deposits, stain, and left dry. All cleaning materials must not be injurious to painted, varnished, or building surfaces.

4.1.2 Equipment, Cleaning Materials, and Chemicals

4.1.2.1 All equipment and chemicals used for window cleaning must be in conformance with all applicable federal, state, and local regulations.

4.1.2.2 All cleaning materials must not be injurious to painted, varnished, or building surfaces.

4.1.2.3 The Contractor shall use non-residue cleaning agents to resist re-soiling (ammonia attracts dirt if too strong).

4.1.2.4 The Contractor shall furnish copies of all MSDS of chemicals/products to be utilized when performing services covered under this Contract to the safety department prior to introduction of product onto the premises. This information must be provided prior to award of the Contract.

4.1.2.5 It is the Contractor's responsibility to identify the appropriate best industry practice or method for each building to avoid damage to the window, window framing, or building structure. Contractor will be liable for any such damage to window coverings, tinting, framing, building structure, from improper cleaning methods. Many of the buildings maintained by the owner are designated "green building" with special window tinting.

4.1.3 Costs

4.1.3.1 The Contractor shall provide an all-inclusive flat rate per building for inside cleaning services and an all-inclusive flat rate per building for outside cleaning services to be included under this Contract. This rate shall include labor, materials, equipment, rigging, tools, permits or other material as needed to complete the work outlined on the cleaning specifications. The Contractor shall be responsible for all materials associated with the performance and specifications of this Contract. The Contractor shall be responsible for all mileage and travel costs, including travel time, associated with the performance of this Contract.

4.1.3.2. Building 54 Fairmont has electric powerlines on the North Side (Quincy Street). The General Services Division will be responsible for providing protection from the power lines on the North side (Quincy Street). The Contractor shall provide an all-inclusive flat rate for inside cleaning services and an all-inclusive flat rate for outside cleaning services excluding the North side (Quincy Street). A separate all-inclusive flat rate for inside and outside cleaning services of just the North side (Quincy Street). The Contractor shall also provide an all-inclusive flat rate for the inside cleaning services and an all-inclusive flat rate for the outside cleaning services for all of Building 54.

4.1.4 Delivery Orders and Invoicing

4.1.4.1 Prior to beginning any work the Agency will issue a written Delivery Order to the Contractor. This Delivery Order shall have a unique number and referencing the Master Contract Number. Issuance of the Delivery Order to the Contractor shall be considered authorization to perform said services. No work other than that specified on the individual Delivery Order shall be undertaken by the Contractor. No work shall commence without a written release order.

4.1.4.2 The Contractor shall respond to Delivery Order and schedule service with owner within 48 hours of the receipt of the Delivery Order. The work therein shall commence within 5 business days of the Delivery Order's issuance unless otherwise approved by Operations and Maintenance Supervisor Scotty Pauley or a representative of the General Services Division Business Unit.

4.1.4.3 Invoices shall be submitted to the Agency for payment monthly (in arrears) and must include the following information:

Copies of all Delivery Orders or inspection reports signed and dated by the Agency Representative (prior to the submittal with invoices for payment). Delivery Order number, location service was provided, date service was complete, complete address of vendor, invoice number and invoice total.

Invoices shall be emailed to GSDinvoices@wv.gov or mailed to the following address:
Department of Administration, General Services Division
Building 4
112 California Avenue
Charleston, WV 25305

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 attached Pricing Page by providing a price for each building by filling in the price for each line in Column A and Column B. Then, the prices in each column should be added together (totals from Columns A and B) to get the Overall Total Cost. Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

VENDORS SHOULD NOT USE QUOTES OR THEIR OWN PRICING PAGES. AN ELECTRONIC COPY OF THE PRICING PAGE HAS BEEN ADDED WITH THE SOLICITATION.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: tara.l.lyle@wv.gov

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 a flat fee, 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.

   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.

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: Amy Layne

Telephone Number: 304-674-9964

Fax Number: _____

Email Address: nldroneservice@gmail.com

Exhibit A - Pricing Page - CRFQ GSD27*18

Vendors should complete this pricing page.

Location	Cleaning Inside	Cleaning Outside
Capitol Complex Campus		
Bldg. 1 - Main Capitol Building	$6,750.00	$10,125.00
Bldg. 3 - DMV Building	$2,250.00	$5,850.00
Bldg. 4 - Administration Building	$1,125.00	$2,700.00
Bldg. 5 - Highways	$2,812.50	$6,637.50
Bldg. 6 - Education	$2,250.00	$5,287.50
Bldg. 7 - Caperton Center	$1,518.75	$3,431.25
Bldg. 8 - Governors Mansion	$1,968.75	$3,093.75
Bldg. 10 - Holly Grove	$562.50	$843.75
Bldg. 11 - Chiller Plant	$84.38	$140.63
Bldg. 14 - Supreme Court	$196.88	$309.38
Bldg. 15 - Purchasing	$225.00	$393.75
Bldg. 16 - Day Care	$225.00	$393.75
Bldg. 17 - Finance	$562.50	$900.00
Bldg. 18 - GSD Business Section	$135.00	$202.50
Bldg. 98 - Warehouse	$281.25	$506.25
Off Campus		
Bldg. 22 - Tax & Revenue (1001 Virginia Street, Charleston)	$393.75	$675.00
Bldg. 23 - Beckley (407 Neville Street)	$281.25	$562.50
Bldg. 25 - Parkersburg (5th & Avery Streets)	$393.75	$618.75
Bldg. 27 - Surplus Property (2700 Charles Ave. Dunbar)	$140.63	$253.13
Bldg. 32 - Huntington (2699 Park Avenue)	$843.75	$1,406.25
Bldg. 34 - Weirton (100 Municipal Plaza)	$450.00	$787.50
Bldg. 35 - Diamnd (350 Capitol Street, Charleston)	$1,687.50	$3,487.50
Bldg. 36 - One Davis Quare (321 Capitol Street, Charleston)	$1,125.00	$2,418.75
Bldg. 37 - DEP (610 57th Street, Charleston)	$956.25	$1,575.00
Bldg. 53 - Clarksburg (153 W. Main Street)	$731.25	$1,293.75
Bldg. 54 - Fairmont (400 Adams St.)	$843.75	$1,406.25
Bldg. 54 - Fairmont **(excluding North Side - Quincy Street)**	$675.00	$1,125.00
Bldg. 54 - Fairmont **(North Sice - Quincy Street only)**	$168.75	$281.25
Bldg. 55 - Logan (130 Stratton St.)	$843.75	$1,518.75
Bldg. 74 - Plaza IV (318-324 4th Avenue, S. Charleston)	$450.00	$731.25
Bldg. 84 - Cornerstone (1409 Greenbrier St., Charleston)	$253.13	$421.88
Bldg. 86 - Summers Building (1124 Smith Street, Charleston)	$506.25	$843.75
Bldg. 88 - Players Club (7 Players Club Dr, Charleston)	$281.25	$450.00
Bldg. 97 - Williamson (203 E. 3rd Ave.)	$253.13	$478.13
TOTAL:	**A** $32,225.63 0.00	**B** $61,149.38 0.00
OVERALL TOTAL COST: (TOTAL FROM A PLUS B:		$93,375.00 0.00

Authorized Signature

NL Drone Services, LLC
Vendor Name

10/8/2026
Date

Exhibit B - Location Schedule

Building Location	Address
Capitol Complex	
Building 1, Main Capitol	1900 Kanawha Blvd. E., Charleston, WV 25305
Building 3, DMV	1900 Kanawha Blvd. E., Charleston, WV 25305
Building 4, BEP	112 California Avenue, Charleston, WV 25305
Building 5, Highways	1900 Kanawha Blvd. E., Charleston, WV 25305
Building 6, Education	1900 Kanawha Blvd. E., Charleston, WV 25305
Building 7, Gaston Caperton Center	1900 Kanawha Blvd. E., Charleston, WV 25305
Building 8, Governor's Mansion	1800 Kanawha Blvd. E., Charleston, WV 25305
Building 10, Holly Grove	1700 Kanawha Blvd. E., Charleston, WV 25305
Building 11, Chilled Water Plant	218 California Avenue, Charleston, WV 25305
Building 14, Supreme Court	2006 Quarrier Street, Charleston, WV 25311
Building 15, Purchasing	2019 Washington St. E., Charleston, WV 25311
Building 16, Day Care	2100 Washiington St. E, Charleston, WV 25311
Building 17, Finance	2101 Washington St. E., Charleston, WV 25311
Building 18, GSD Business Unit	103 Michigan Avenue, Charleston, WV 25311
Building 98, Warehouse	320 Michigan Avenue, Charleston, WV, 25311
Off Campus	
Building 22, Tax & Revenue	1001 Lee Street, Charleston, WV 25301
Building 23, Beckley	407 Neville Street, Beckley, WV 25801
Building 25, Parkersburg	5th & Avery Street, Parkersburg, WV 26101
Building 27, Surplus Property	2700 Charles Ave., Dunbar, WV 25064
Building 32, Huntington	2699 Park Ave., Huntington, WV 25704
Building 34, Weirton	100 Municipal Plaza, Weirton, WV 26062
Buildingg 35, Diamond	350 Capitol Street,Charleston, WV, 25301
Building 36, One Davis Square	321 Capitol Street, Charleston, WV 25301
Building 37, DEP	601 57th Street SE, Charleston, WV 25304
Building 53, Clarksburg	153 West Main Street, Clarksburg, WV 26301
Building 54, Fairmont	400 Adams Street, Fairmont, WV 26554
Building 55, Logan	130 Stratton Street, Logan, WV 25601
Building 74, Plaza IV	318-324 4th Avenue, South Charleston, WV 25303
Building 84, Cornerstone	1409 Greenbrier Street, Charleston, WV 25311
Building 86, Summers Building	1124 Smith Street, Charleston, WV 25301
Building 88, Players Club	7 Players Club Drive, Charleston, WV 25311
Buildint 97, Williamson	203 E. 3rd Street, Williamson, WV 25661

Exhibit C

Jobsite Safety Handbook

For

Department of Administration (DOA)
General Services Division (GSD)

112 California Ave, 6th Floor
Charleston, WV 25305

THIS HANDBOOK IS TO BE POSTED IN A VISIBLE AREA AT ALL CONSTRUCTION PROJECTS AND/OR CONTRACTOR WORKSITES

EMERGENCY CONTACTS:

Project Manager:

Name: Amy Layne Phone #: 304-674-9964

Emergency Services #: 304 542 3629

GSD Safety Section:

Jonathan R. Trout
Work: 304-352-5522
Mobile: 304-205-2721
Senior Safety & Environmental Coordinator

Aaron S. Rollins
Work: 304-352-5523
Mobile: 304-380-1969
Occupational Safety & Health Coordinator

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Jobsite Safety Handbook

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JOBSITE SAFETY HANDBOOK

The following is a summary of applicable jobsite safety requirements. This handbook is intended to be used as a guide and in no way reflects all applicable safety requirements. All employees are responsible for ensuring a safe working environment. All hazards must be addressed regardless if they have been addressed in this handbook.

General Safety: All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies. GSD safety and health procedures are available for review 24/7 in the main Capitol building basement, MB-69.

1. BUILDING ALARMS

- In the event of a fire, sound the alarm and/or notify other building occupants immediately.
- Contractor personnel shall respond appropriately to all alarms by exiting the building immediately and remaining at least 50 feet from the building to allow for emergency response access.

2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Workers must use personal protective equipment, such as:

- Hard hats when overhead, falling or flying hazards exist;
- Safety glasses or face shields for welding, cutting, nailing (including pneumatic), or when working with concrete and/or harmful chemicals;
- Proper shoes or boots to lessen slipping hazards and prevent toe crushing and nail punctures;
- Safety belts and/or harness systems for fall protection.

All contractors working on GSD projects are required to follow OSHA PPE regulations.

3. HOUSEKEEPING AND ACCESS AROUND SITE

- Keep all walkways and stairways clear of trash/debris and other materials such as tools and supplies to prevent tripping.
- Keep boxes, scrap lumber and other materials picked up and put in a dumpster or trash/debris area to prevent fire and tripping hazards.
- Provide enough light to allow workers to see and to prevent accidents.

4. STAIRS AND LADDERS

- All stairs are to be equipped with standard handrails.
- Keep ladders in good condition and free of defects – Do not use job made ladders.
- Inspect ladders before use for broken rungs or other defects so falls don't happen. Discard defective ladders.
- Secure ladders at the top and brace or tie off at the bottom to prevent them from slipping and causing falls.

5. SCAFFOLDS AND OTHER WORK PLATFORMS

Scaffolding is to be assembled and used according to OSHA regulations.

General scaffolding guidance:

- Provide ladders or stairs to access scaffold and work platforms safely.
- Keep scaffolds and work platforms free of debris. Keep tools and materials as neat as possible on scaffolds and platforms. This will help prevent materials from falling and workers from tripping.
- Erect scaffolds on firm and level foundations.
- Scaffold legs must be placed on firm footing and secured from movement or tipping, especially on dirt or similar surfaces (a good foundation is a must).
- Erecting and dismantling scaffolds must be under the supervision of a Competent Person.
- The competent person must inspect scaffolds before each use.
- Don't use blocks, bricks, or pieces of lumber to level or stabilize the footings. Manufactured base plates or "mud sills" made of hardwood or equivalent can be used.

Planking:

- Fully plank or use manufactured decking to provide a full work platform on scaffolds. The platform decking and/or scaffold planks must be scaffold grade and not have any visible defects.
- Extend planks or decking material at least 6' over the edge or cleat them to prevent movement. The work platform or planks must not extend more than 12" beyond the end supports to prevent tipping when stepping or working.
- Be sure that manufactured scaffolds are the proper size and that the end hooks are attached to the scaffold frame.

Guardrails:

- Guard scaffold platforms that are more than 10 feet above the ground or floor surface must have a standard guardrail. If guardrails are not practical, use other fall protection devices such as safety belts/harnesses and lanyards.
- Place the top rail approximately 42" above the work platform or planking, with a midrail about half that high at 21".
- Install toe boards when other workers are below the scaffold.

6. FALL PROTECTION

OSHA has specific and detailed requirements for fall protection – refer to 29 CFR 1926 Subpart M, 29 CFR 1910, 29 CFR Subpart I. A few of those requirements are listed below:

Guarding:

- Install guardrails around open floors and walls when the fall distance is 4' or more. The top rail must withstand a 200 lb load.
- Construct guardrails with a top rail approximately 42" high with a midrail about half that high at 21".
- Install toeboards when other workers are below the work area.
- Cover floor openings larger than 2x2 (inches) with material to safely support the working load.
- Use other fall protection systems like personal fall arrest systems (harness & lanyard), slide guards, roof anchors or alternative safe work practices when a guardrail system cannot be used. Only wear proper shoes or footwear to lessen slipping hazards.

- Train workers on safe work practices before performing work on foundation walls, roofs, trusses, or where performing exterior wall erections and floor installations.
- Flagging systems can be used, where appropriate. Flagging systems much comply with OSHA guidance.

7. EXCAVATION AND TRENCHING

Refer to OSHA regulations for excavation and trenching requirements, along with regulations for walking and working surfaces: 29 CFR 1926 Subpart P, 29 CFR 1910 Subpart D

Some of the Excavation and Trenching requirements are listed below:

- Find the location of all underground utilities by contacting the local utility locating service before digging.
- Keep workers away from digging equipment and never allow workers in an excavation when equipment is in use.
- Keep workers from getting between equipment in use and other obstacles and machinery that can cause crushing hazards.
- Keep equipment and the excavated dirt back 2 feet from the edge of the excavation.
- Have a competent person conduct daily inspections and correct any hazards before workers enter a trench or excavation.
- Provide workers a way to get into and out of a trench or excavation. Ladders and ramps can be used and must be within 25' of the worker.
- For excavations and utility trenches over 5 feet deep, use shoring (trench boxes), benching, or slope back the sides. Unless soil analysis has been completed, the earth's slope must be at least 1-1/2 horizontal to 1 vertical
- Keep water out of trenches with a pump or drainage system, and inspect the area for soil movement and potential cave-ins.
- Open ditches more than 24 hours or overnight must have fence protection.
- Keep drivers in the cab and workers away when dirt and other debris is being loaded into dump trucks. Workers must never be allowed under any load and must stay clear of the back of vehicles.

8. TOOLS AND EQUIPMENT

- Maintain all hand tools and equipment in safe condition and check regularly for defects. Broken or damaged tools and equipment must be removed from the jobsite.
- Use double insulated tools, or ensure the tools are grounded (check for ground plug).
- Equip all power saws (circular, skill, table, etc) with blade guards. Saws must be turned off when unattended. Unplug all power tools when not in use.
- Provide training for workers before pneumatic or powder-actuated tools are used.
- Make sure cords are not damaged. The outer insulation must not be cut or damaged.
- Pneumatic and powder-actuated tools must only be used by trained and experienced personnel. Require proper eye protection for workers.
- Never leave cartridges for pneumatic or powder-actuated tools unattended. Keep equipment in a safe place, according to the manufacturer's instructions.

9. VEHICLES AND MOBILE EQUIPMENT

- Inform workers verbally and provide training to stay clear of backing and turning vehicles and equipment with rotating cabs.
- Maintain back-up alarms for equipment with limited rear view or use someone to help guide them back.
- Verify experience or provide training to crane and heavy equipment operators.
- Maintain at least 10 foot clearance from overhead power lines when operating equipment.
- Block up the raised bed when inspecting or repairing dump trucks.
- Use a tagline to control materials moved by a crane.

10. ELECTRICAL

- Prohibit work on new and existing energized (hot) electrical circuits until all power is shut off and a positive "Lockout/Tagout System" is in place.
- Maintain all electrical tools and equipment in safe condition and check regularly for defects.
- Broken or damaged tools and equipment must be removed from the jobsite.
- Protect all temporary power (including extension cords) with Ground Fault Circuit Interrupters (GFCI's). Plug into a GFCI protected temporary power pole, a GFCI protected generator, or use a GFCI extension cord to protect against shocks.
- Locate and identify overhead electrical power lines. Make sure that ladders, scaffolds, equipment or materials never come within 10 feet of electrical power lines.
- Exterior electrical must be approved for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying paint, solvents or other types of flammable materials in rooms with poor ventilation. Build up of fumes and vapors can cause explosions or fires.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids).
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.
- Store gasoline and other flammable materials in a safety can outdoors or in an approved storage facility. (Metal cans with self-sealing lids)
- Provide one fire extinguisher within 100 feet of Trade Partners & Employees for each 3000 square feet of building.

12. HOT WORK PERMITS

Contractors and their Subcontractors, and employees shall obtain Owner's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that created combustible temperatures, or performs any work that could result in a fire hazard. Owner representative will review the work area and issue a hot work permit prior to contractor commencing work. Note that the contractor and sub's as well employees must follow OSHA Standard 1910.252, specifically tailored to welding, cutting, grinding and brazing operations and GSD standard operating procedures SOP 2.11. Note. see SOP 2.11 and hot work permit attached.

- Use hot work permits when conducting work that may lead to a fire, explosion or release. Such permits may be needed when:

- Close by or near to flammable or combustible equipment with an open flame
- Welding,
- Burning,
- Hot tapping,
- Grinding,
- Near equipment capable of generating a spark
- A Fire Watch needs to understand how to:
- Watch for fire,
- Sound an alarm,
- Use a fire extinguisher properly,
- Watch for slag or sparks that may result in a fire or injure nearby workers.
- Assure those involved are authorized, trained and competent.
- Periodically monitor hot work for compliance with permit requirements.

Reference OSHA Part Number:1910

Part Number Title:Occupational Safety and Health Standards

Subpart:1910 Subpart Q

Subpart Title:Welding, Cutting and Brazing

Standard Number: 1910.252

Title: General requirements.

GPO Source: e-CFR

13. CHEMICAL HAZARDS

All hazardous chemicals present in the workplace must have an up-to-date Material Safety Data Sheet (MSDS). All contractors shall maintain MSDS for chemicals used or stored at GSD facilities. All warnings and directions for use must be followed.

14. CONFINED SPACES

By definition, a **confined space**:

- Is large enough for an employee to enter fully and perform assigned work;
- Is not designed for continuous occupancy by the employee; and
- Has a limited or restricted means of entry or exit.

These spaces may include underground vaults, tanks, storage bins, pits and diked areas, vessels, silos and other similar areas.

By definition, a **permit-required confined space** has one or more of these characteristics:

- Contains or has the potential to contain a hazardous atmosphere;

- Contains a material with the potential to engulf someone who enters the space;
- Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and/or
- Contains any other recognized serious safety or health hazards.

Entry into confined spaces without an evaluation is forbidden. Entry into permit-required confined spaces requires compliance with all OSHA requirements. Entry into non-permit spaces will require an evaluation to confirm that conditions remain non-permit required.

Contractors that perform confined space entry activities are required to comply with OSHA regulations. GSD will not provide confined space rescue equipment.

15. LOCK-OUT/TAG-OUT

Before working on, repairing, adjusting or replacing equipment and machinery, all appropriate safety procedures, including lockout/tagout, must be utilized to place the machinery or equipment in a neutral or zero mechanical state.
Outside contractors are expected to have knowledge of lock-out/tag-out requirements.

HOT WORK PERMIT AND PROCEDURES

A. Purpose and Scope

The purpose of this procedure is to establish minimum guidelines to ensure the safety and health of personnel and prevent fires resulting from temporary operations involving hot work. This includes, but is not limited to welding, torch-cutting, soldering, and brazing. This program will require the issuance of a "Hot Work Permit" before beginning hot work. This procedure applies to West Virginia State Government employees and contractors who perform or supervise hot work activities in existing buildings, new construction in existing buildings, and new construction attached to existing buildings. It also applies to new construction, once the building has been "enclosed".

This procedure does not apply to areas that are specifically designed and equipped for such operations, e.g. welding stations at the craft shops including the Chiller Plant. Questions regarding applicability of this procedure should be directed to the Office of Environmental Health and Safety.

Contractors must have a hot work procedure that conforms to all OSHA regulatory requirements, including a fire watch while performing hot work on West Virginia State Government property.

2.0 References

2.1. OSHA 29CFR 1910.252: Fire Prevention and Protection

2.2. OSHA 1910.252- Welding, Cutting, and Brazing

2.3. OSHA 1926.352 - Fire Prevention

2.4. NFPA SIB- Fire Prevention in Use of Cutting and Welding Processes

3.0 Attachments

3.1. Attachment 1: Hot Work Permit

4.0 Definitions

4.1. Arc welding is a welding process where similar materials are joined with a heating process caused by an electric arc.

4.2. Brazing is a process intended to permanently join two or more metals/materials together to form a single assembly by heating them in the presence of a filler metal that begins to melt above 450° C (840° F).

4.3. Cutting is to separate metals by using any gas, electric arc or flammable, or combination thereof.

4.4. Grinding is to crush, pulverize, or reduce to powder by friction, especially by rubbing between two hard surfaces.

4.5. Fire watch A person assigned to watch for fires resulting from hot work.

4.6. Hot Work Spark/fire producing activities to include welding, torch cutting, brazing, torch soldering that are not performed within the parameters of a controlled environment, e.g. shop area that is designed/ equipped for these types of activities.

4.7. Non-fire causing work is work which may interfere with fire protection systems but does not have the potential to start a fire. Some examples include dust generating work (e.g., sanding) or steam generating work.

4.8. Non-torch operation is all other hot work operations other than defined Torch Operations.

4.9. Soldering is to unite (metallic surfaces or edges) by the intervention of a more fusible metal or metallic alloy applied when melted; to join by means of metallic cement.

4.10. Torch operation is a hot work operation where flammable gases are mixed with an oxidizer to create a flame (e.g., oxy-acetylene.)

4.11. Welding is a process that joins metals by heating them to a melting point and allowing them to fuse or flow together, sometimes with an intermediate or filler metal having a high melting point.

B. PROCEDURE

Everyone working with hot work has certain responsibilities. It is very important that every individual is familiar with his/her responsibilities.

4.12. Environmental Health and Safety Office

4.12.1. Review and update the West Virginia Capitol Hot Work Procedure to conform to current CFR standards.

4.12.2. Monitor compliance with standards set forth in the program by periodic inspections.

4.12.3. Assist Supervisors by providing training as set forth in procedure.

4.13. Project Managers

4.13.1. Oversee contractor work activities.

4.14. Supervisors

4.14.1. Ensure that affected employees comply with requirements established within this procedure.

4.14.2. Approve hot work activities via issuing the Hot Work Permit.

4.14.3. Identify "designated shop areas" where physical fire prevention measures are in place to prevent inadvertent fire, and therefore a hot work permit process is not warranted.

4.14.4. Ensure that personnel are appropriately trained to fulfill their assigned duties during hot work operations.

4.15. Employees

4.15.1. Complete adherence to the requirements of this program and successful completion of all required training.

4.15.2. Obtain a hot work permit prior to starting work.

4.15.3. Ensure that all cutting and welding equipment is in satisfactory condition and in good repair.

4.15.4. Ensure that work being performed is within the scope of the permit and that all precautionary measures listed on the permit are in effect.

4.16. Fire Watch

4.16.1. Evaluate the worksite and planned hot work operations for potential fire hazards as required in the hot work permit.

4.16.2. Inspect the area where hot work is planned to take place, ensuring that all necessary precautions have been taken to prevent the possibility of fire.

4.16.3. Observe hot work-in-progress to ensure that all fire protection measures are in place.

4.16.4. Ensure fire extinguishing equipment is at the location where hot work is being

performed.

4.16.5. Understand the alarm procedures in the facility in case of an uncontrolled fire.

4.16.6. Inspect the area for 30 minutes after hot work to ensure that no potential for fire exists.

4.16.7. Close out the hot work permit and return it to the supervisor/foreman for filing.

5.0 Training

All departmental personnel are to receive "awareness level" training on the general rules associated with this procedure.

5.1. Awareness training consists of:

5.1.1. The purpose of the Hot Work Procedure.

5.1.2. What activities are considered hot work and when a fire watch is necessary.

5.1.3. General precautions related to fire protection for those engaged in hot work.

5.1.4. Awareness training is required annually along with additional training requirements for those acting as Fire Watches.

5.2. Fire Watch training consists of:

5.2.1. Specific responsibilities as outlined in this procedure.

5.2.2. Training on the use of fire protection equipment.

5.2.3. General precautions on work locations, safe distances, openings, and cracks in surfaces in hot work areas.

5.2.4. Hands-on training of fire extinguishing equipment is to be conducted every three years and general fire extinguisher (classroom) training every year.

5.3. Personnel engaged in hot work activities are to be trained on the safe work procedures/practices associated with specific hot work activities, e.g. welding, burning, etc.

5.4. Training documentation is to be maintained by each department for a minimum of 5 years.

6.0 Procedures

6.1. General Requirements

6.1.1. A Hot Work Permit (Attachment 1) is required for all hot work as defined in section 4.0. (The supervisor/foreman is responsible for completion and issuance of hot work permits.)

6.1.2. A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.1.3. The permit must have all informational data on the top of the form and the pre-work checklist completed and signed by the attending fire watch prior to commencement of work.

6.1.4. The hot work permit must be posted at the location of the work being performed during the entire time hot work is being conducted.

6.1.5. The permit may only be issued for a period not to exceed five business days.

6.1.6. The person performing the hot work cannot act as a fire watch at the same time.

6.1.7. Openings or cracks in walls, floors, or ducts within 35 feet of the hot work area must be tightly covered to prevent the passage of sparks to adjacent areas.

6.1.8. Ventilation systems that might carry sparks to distant combustibles must be protected or shut off.

6.1.9. Combustible floors (except wood on concrete) must be kept wet, covered with damp sand, or protected by fire-resistant shields.

6.1.10. If hot work is to be performed on a metal wall, partition, ceiling, or roof, precautions must be taken to prevent ignition of combustibles on the other side.

6.1.11. Where possible, the work should be moved to a remote location, where there will not be a chance of setting a fire. If the work cannot be moved, combustibles should be taken a safe distance away (at least 35 feet) or the combustibles must be properly shielded from ignition sources.

6.1.12. A fully charged and operable fire extinguisher, appropriate for the type of possible fire, must be available at the work area.

6.1.13. All personnel (employees, contractors, building occupants) and facilities must be suitably protected against hazards generated by the work.

6.1.14. All personnel performing hot work must use the appropriate Personal Protective

Equipment.

6.1.15. After the hot work is complete, the fire watch must remain at the work site for 30 minutes.

6.1.16. After the Fire Watch performs his post-hot work inspection, he/she is to sign the bottom of the form and return it to the responsible supervisor.

6.1.17. When hot work is conducted in a confine space, the confine space will be changed to a permit required confined space unless prior approval is given from the Environmental Health and Safety Office.

6.1.18. All hot work permits are to be maintained on file in the supervisor's office for a period of one year.

6.2. Hot Work Permit Instruction

A Hot Work Permit is required whenever welding or cutting is performed outside of designated approved areas [Note: Contractors are not required to utilize a Hot Work permit, but some form of written authorization is recommended.]

6.2.1. Part 1

6.2.1.1. The supervisor will complete and retain Part 1 authorizing the hot work. NOTE: If a hot work permit is required at a job site, the supervisor approval may be provided via radio. The individual performing the hot work must print the supervisors name followed by *"Via Radio"* in the authorization section. (e.g. John Smith/Via Radio)

6.2.1.2. The supervisor is to check (☑) all applicable "REQUIRED PRECAUTIONS" on the right side of the permit.

6.2.1.3. Part 2 is given to the person performing the hot work.

6.2.2. Part 2

6.2.2.1. The employee performing the work will inspect the work area and determine if a fire watch is necessary.

NOTE: A Fire Watch is required in hot work locations where appreciable combustible material is closer than 35 feet to the point of operation.

6.2.2.2. If a fire watch is deemed **not** necessary, the individual performing the work will fill out Part 2 of the Hot Work Permit and print "N/A" over the "FIRE

WATCH/HOT WORK AREA MONITORING" section, followed by his/her initials.

6.2.2.3. Once work is completed, the Hot Work Permit is returned to the supervisor.

6.2.2.4. If a fire watch **is** necessary, the supervisor must be notified and a fire watch assigned to the work area.

6.2.2.5. The fire watch will fill out the REQUIRED PRECAUTIONS CHECKLIST and sign the FIRE WATCH SIGNOFF section.

6.2.2.6. Thirty minutes after the hot work is completed, the fire watch will conduct a final check of the area and sign the FINAL CHECK-UP section.

6.2.2.7. After the Hot Work Permit is completed, it is to be returned to the supervisor for filing.

C. POSTING

6.2.3. Employees and Contractor's Representatives are responsible for the completion, posting, or presentation of a fully approved Hot Work Permit (attachment 1.)

GENERAL SERVICES HOT-WORK PERMIT
Applies only to Area Specified Below

Date: _____/_____/_____ Building:_____ Floor:_____

Nature of Job: _____

The above location has been examined; the precautions checked below have been taken to prevent fire.

Precautions

The supervisor must inspect the proposed work area and check precautions to prevent fire.

General Precautions

- Sprinklers and/or fire host in service
- Cutting and welding equipment in good repair
- Area supervisor notified

Precautions within 35 Feet of Work

- Floors swept clean of combustibles
- Combustible floors wet own, covered with damp sand, metal, or fireproof sheets
- No combustible materials or flammable liquids
- Combustibles and flammable liquids protected with fire-proof tarpaulins or metal shields
- All wall and floor openings covered
- Fireproof tarpaulins suspended beneath work to collect sparks and protect pedestrians

Work on Walls or Ceilings

- Construction noncombustible and without combustible covering or insulation
- Combustibles moved away from opposite side

Work on Enclosed Equipment

- Equipment cleaned of all combustibles
- Containers purged of flammable vapors
- Adequate air flow through enclosed equipment to be provided while cutting and welding is done

Fire Watch

- To be provided during and for 30 minutes after operation
- Supplied with extinguishers or small hose
- Trained in use of equipment and in sounding alarms

I have personally examined the above and certify that the checked precautions have been taken.

Signed:_____(Contractor Performing Work)

Signed:_____(Safety)

Signed:_____(O&M Manager)

Permission Is granted for this Work

Permit Expires on ____/____/____ at ____:_____AM/PM

Signed:_____(Area Supervisor)

Time Started:____:____AM/PM ____:____AM/PM

Final Check-Up

Work area and all adjacent areas to which sparks and heat might have spread (such as floors above and below and on opposite sides of walls were inspected for at least 30 minutes after the work was completed and were found fire safe.

Signed:_____(Contractor Performing Work)

After signing, return permit to person who issued it.

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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder:	2068215
Doc Description:	Window Cleaning Services for GSD Buildings
Proc Type:	Central Master Agreement

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-25	2026-10-08 13:30	CRFQ 0211 GSD2700000018	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000051784
Vendor Name : NL Drone Services, LLC
Address : PO Box 13, Pinch WV 25156
Street : 155 Quick Road
City : Elkview
State :
Country : USA
Zip : 25071
Principal Contact : Amy Layne
Vendor Contact Phone: 304-674-9964
Extension:

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor Signature X Amy Layne **FEIN#** 41-27791862 **DATE** 10-8-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of General Services Division to establish an open-end contract for Window Cleaning Services at buildings owned and operated by the General Services Division per the bid requirements, specifications, and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		STATE OF WEST VIRGINIA	
112 CALIFORNIA AVENUE		VARIOUS LOCATIONS AS INDICATED BY ORDER	
BLDG 4, 6TH FLOOR			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Window Cleaning- Inside and Out including High-rises				

Comm Code	Manufacturer	Specification	Model #
76111504			

Extended Description:

Window Cleaning- Bid Inside and Out including High-rise buildings.
Format is A(cleaning inside) + B (cleaning outside) = C (combined lump sum total)
See Attachment A and B

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12 PM	2026-10-01

	Document Phase	Document Description	Page 3
GSD2700000018	Final	Window Cleaning Services for GSD Buildings	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

State of West Virginia
Centralized Request for Quote
Construction

Proc Folder:	2068215	**Reason for Modification:**
Doc Description:	Window Cleaning Services for GSD Buildings	Addendum No. 1
Proc Type:	Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-01	2026-10-08 13:30	CRFQ 0211 GSD2700000018	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code: VS0000051784
Vendor Name : NL Drone Services, LLC
Address : PO Box 13
Street : 155 Quick Road
City : Elkview
State : WV **Country :** USA **Zip :** 25071
Principal Contact : AMY LAYNE
Vendor Contact Phone: 304-674-9964 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor Signature X Amy Layne **FEIN#** 41-27791862 **DATE** 10-8-2026

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 1

1. To provide response to the vendor question. See attachment.

2. The bid opening remains on 10/08/2026 at 1:30 pm EST.

No other changes.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		STATE OF WEST VIRGINIA	
112 CALIFORNIA AVENUE		VARIOUS LOCATIONS AS INDICATED BY ORDER	
BLDG 4, 6TH FLOOR			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Window Cleaning- Inside and Out including High-rises				

Comm Code	Manufacturer	Specification	Model #
76111504			

Extended Description:
Window Cleaning- Bid Inside and Out including High-rise buildings.
Format is A(cleaning inside) + B (cleaning outside) = C (combined lump sum total)
See Attachment A and B

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical questions due by 12 PM	2026-10-01

SOLICITATION NUMBER: CRFQ GSD2700000018
Addendum Number: 1

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[ ] Other

Description of Modification to Solicitation:

1. **To provide response to the vendor question. See attachment.**

2. **Bid opening remains on 10/08/2026 at 1:30 pm EST.**

No other changes.Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM NO. 1

ATTACHMENT A

Question and Response:

Q1. Will drone cleaning be allowed?

A2. Yes.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2700000018

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	Addendum No. 1	[ ]	Addendum No. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

NL Drone Services, LLC
Company

Authorized Signature

10-8-2026
Date

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