



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

# Request for Quotation

RFQ NUMBER

GSD116471

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

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\*602144423 304-419-3471  
SMITH BROTHERS WINDOW CLEANING  
1522 CRANBROOK DRIVE  
CHARLESTON WV 25311

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DEPARTMENT OF ADMINISTRATION  
VARIOUS LOCALES AS INDICATED  
BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/26/2011				

BID OPENING DATE: 08/02/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) CLARIFY THE ANSWER PROVIDED TO QUESTION 2 OF		
				ADDENDUM NO. 1 AND		
				2.) EXTEND THE BID OPENING DATE		
				BID OPENING DATE IS EXTENDED TO: 08/02/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		910-81		
				RFQ OPEN END WINDOW CLEANING SERVICES AS REQUESTED		
				***** THIS IS THE END OF RFQ GSD116471 ***** TOTAL:		\$ 118.050

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GSD116471 Clarification to RO/DI system

Question: Is the use of a RO/DI system allowed in lieu of chemicals and detergents to clean the glass and frames?

Answer: The RO/DI (Reverse Osmosis/De-ionizing) system works for buildings up to 4-5 stories tall. The Department of Administration currently owns several structures that are over 5 stories tall. The RO/DI system may be used on the outside of the buildings only, as long as the manufacturer's warranty is not voided, i.e., DEP (Building 37) has a 10 year film/tint structure warranty.



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0001	1	LS		910-81		
RFQ OPEN END WINDOW CLEANING SERVICES AS REQUESTED						
REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH AN OPEN END CONTRACT FOR WINDOW CLEANING SERVICES FOR ALL DEPARTMENT OF ADMINISTRATION (DOA) OWNED AND OPERATED BUILDINGS PER THE ATTACHED SPECIFICATIONS.						
TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR TECHNICAL QUESTIONS IS MONDAY, JULY 11, 2011 AT THE CLOSE OF BUSINESS.						
ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.						
VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>R. W. Smith</i>		TELEPHONE 304 419-3471		DATE 8-2-11		
TITLE <i>President</i>		FEIN 55-0767494		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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NO CONTACT BETWEEN THE VENDOR AND THE AGENCY CONCERNING THIS SOLICITATION IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
EXHIBIT 10						
REQUISITION NO.: .....						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>[Signature]</i>	TELEPHONE	304-419-3471	DATE	8-2-11
TITLE	President	FEIN	55-0767494	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Robert Smith</i> ..... SIGNATURE <i>Smith Brothers</i> ..... COMPANY <i>7-25-11</i> ..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Robert Smith</i>		TELEPHONE <i>304 419-3471</i>		DATE <i>8-2-11</i>		
TITLE <i>President - C9.</i>		FEIN <i>55-0767494</i>		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Krista Ferrell</i>		TELEPHONE 204-419-3471		DATE 8-2-11		
TITLE President		FEIN 55-0767494		ADDRESS CHANGES TO BE NOTED ABOVE		

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\*602144423 304-419-3471  
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<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>R. L. Smith</i>		TELEPHONE 304-419-3471		DATE 8-2-11		
TITLE <i>President</i>		FEIN 52-0767494		ADDRESS CHANGES TO BE NOTED ABOVE		

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AGENCY AS A CONDITION OF AWARD.						
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Roger Smith</i>		TELEPHONE 304-419-3471		DATE 8-2-11		
TITLE <i>President</i>		FEIN 55-0767494		ADDRESS CHANGES TO BE NOTED ABOVE		

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KRISTA FERRELL 304-558-2596

V E N D O R	*602144423	304-419-3471
	SMITH BROTHERS WINDOW CLEANING	
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S H I P T O	DEPARTMENT OF ADMINISTRATION
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BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: GSD116471						
BID OPENING DATE: 07/26/2011						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
FAX <del>304</del> 304-343-0129						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
Robert Smith						
***** THIS IS THE END OF RFQ GSD116471 ***** TOTAL: # 118,050						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert Smith</i>	TELEPHONE 304 419-3471	DATE 8-2-11
TITLE President	FEIN 55-0767494	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

**INSTRUCTIONS TO BIDDERS**

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

**REQUEST FOR QUOTATIONS #GSD116471  
WINDOW CLEANING SERVICES  
DEPARTMENT OF ADMINISTRATION-OWNED FACILITIES  
GENERAL SERVICES DIVISION**

1900 Kanawha Boulevard, East  
Charleston, WV

Location: West Virginia Department of Administration  
Buildings Listed Herein

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

This Request for Quotation also includes the following documents:

1. Attachment A: GSD116471 Bid Form
2. Attachment B: GSD116471 Location Addresses

Bidders can arrange site visits prior to the bid opening date by contacting Dave Parsons, Operations & Maintenance Manager, GSD, at (304)558-0689 or email [David.K.Parsons@wv.gov](mailto:David.K.Parsons@wv.gov).

**SECTION 1: DEFINITIONS**

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

## **SECTION 2: SCOPE OF WORK**

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.

### **2.1 Specifications**

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

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

The Agency maintains buildings throughout the State, with the majority located in the Charleston metro area. A listing of facilities for which service may be requested is located in Attachment B. The Agency reserves the right to not request service in any of the buildings covered by this Contract. Statewide buildings may be added to this list during the life of the Contract only by mutual agreement of both the Agency and the Contractor, through formal change order. The Contractor shall service added buildings under the same terms and conditions contained herein.

### **2.2 Equipment and Chemicals**

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

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

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.

Building 37 is designated as a "green building" with special window tinting. It is the Contractor's responsibility to identify the appropriate best industry practice or method for each building to avoid damage to the window or framing. Contractor will be liable for any such damage to window coverings, tinting or framing from improper cleaning methods.

### **2.3 Costs**

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.

**All travel costs must be incorporated into the monthly cost bid.**

### **2.4 Facility Access:**

Work will be performed during normal business hours, 8:00am to 5:00 pm. Monday through Friday excluding State recognized holidays.

### **2.5 Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power and water as required for conducting the work. Coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

## **SECTION 3: SERVICE QUALITY SPECIFICATIONS**

The aesthetic integrity of the West Virginia State Capitol Complex and other locations must be maintained at all times. All services provided shall be of the highest quality. The successful vendor will be expected to work closely with the General Services Division and Building Operations/Maintenance Manager in order to achieve this goal.

## **SECTION 4: RELEASE ORDERS AND INVOICING**

### **4.1 Release Orders**

Prior to beginning any work the Agency will issue a written release order to the Contractor. This release order shall have a unique number and reference the master contract number for the master contract. Issuance of the release order to the Contractor shall be considered authorization to perform said service. No work other than that specified on the individual release order shall be undertaken by the Contractor.



The Contractor shall provide the Agency with valid email addresses and fax numbers to which release orders may be communicated.

4.1.1 Delivery: After issuance of a release order, the Contractor shall give a minimum of one weeks advanced notice to the Agency when scheduling window cleaning.

#### **4.2 Invoices**

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

1. Copies of all service orders or inspection reports signed and dated by the Agency Representative (prior to their submittal with invoices for payment).
2. FEIN number, complete address of vendor, Agency release order number, and master contract number.

Invoices shall be mailed to the following address:

Department of Administration  
General Services Division  
State Capitol Complex  
Building 1, Room MB-68  
1900 Kanawha Blvd. E.  
Charleston, West Virginia 25305

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

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance.

#### **SECTION 5: ADDITIONAL TERMS AND CONDITIONS**

5.1: The relationship of the Contractor to the State of West Virginia shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating

## WINDOW CLEANING SERVICES RFQ

any and all individuals employed pursuant to the terms of this Contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State of West Virginia and the Agency and shall provide the State of West Virginia and the Agency with a defense against any and all claims including but not limited to, the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this Contract to any person, corporation, partnership, association, or entity without express written consent of the Agency.

5.2: Indemnification: The Contractor 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 Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by federal or state statutes or regulations; and (3) any failure of the Contractor, its officers, employees or sub-contractors to observe state and federal laws, including but not limited to labor and wage laws.

5.3: The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable federal, state, and local government regulations.

5.4: All work, materials, and equipment shall comply with the rules and safety regulations of all codes and ordinances of local, state and federal authorities. At a minimum, the services and repairs shall comply with the current editions in effect 30 days prior to receipt of bids of the following codes:

5.5: The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, federal, state, or municipal, along with all regulations, and ordinances of any regulating body.

5.6: The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

**SECTION 6: AWARD CRITERIA**

The State of West Virginia shall award this Contract according to the following award criteria. Failure to bid any of the factors in the formulation of the total bid will result in the disqualification of the entire quote.

**The following formula shall be used to award the Contract:**

**$A + B = C$  (Your Bid, Total Cost of Services)**

# GSD116471-Attachment A-Bid Form

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## Inside and Outside Cleaning

### LOCATION

#### Capitol Complex Campus

Bldg. 1 Main Capitol Bldg  
Bldg. 3 DMV Bldg  
Bldg. 4 112 California Avenue  
Bldg. 5 Highways  
Bldg. 6 Education  
Bldg. 7 Gaston Caperton Center  
Bldg. 8 Governor's Mansion  
Bldg. 10 Holly Grove  
Bldg. 11 Chilled Water Plant  
Bldg. 14. Supreme Court  
Bldg. 15 Purchasing  
Bldg. 16 Daycare  
Bldg. 17 Finance(2101 Wash St.)  
Bldg. 18 GSD Engineering

Unit Cost  
Per Building  
Cleaning Inside

\$ 18,000.00  
\$ 2,800.00  
\$ 2,500.00  
\$ 2,500.00  
\$ 2,500.00  
\$ 300.00  
\$ 350.00  
\$ 250.00  
\$ 100.00  
\$ 2,500.00  
\$ 200.00  
\$ 300.00  
\$ 300.00

Unit Cost  
Per Building  
Cleaning Outside

\$ 20,000.00  
\$ 5500.00  
\$ 3,500.00  
\$ 5,000.00  
\$ 5,000.00  
\$ 800.00  
\$ 800.00  
\$ 650.00  
\$ 100.00  
\$ 3,000.00  
\$ 200.00  
\$ 900.00  
\$ 800.00

#### Off Campus

Bldg. 22 Tax & Revenue  
Bldg. 23 Beckley (407 Nevill St)  
Bldg. 25 Parkersburg (5th & Avery)  
Bldg. 32 Huntington, WV  
Bldg. 34 Weirton, WV  
Bldg. 36 One Davis Square  
Bldg. 37 DEP (Kanawha City)  
Bldg. 74 Plaza IV (South Charleston)  
Bldg. 84 Cornerstone (Greenbrier St.)  
Bldg. 86 Summers Building (Smith St)  
Bldg. 97 Williamson, WV

\$ 2,000.00  
\$ 800.00  
\$ 900.00  
\$ 600.00  
\$ 1,200.00  
\$ 1,900.00  
\$ 3,000.00  
\$ 300.00  
\$ 400.00  
\$ 1,400.00  
\$ 400.00

\$ 4,000.00  
\$ 2,000.00  
\$ 2,000.00  
\$ 1,200.00  
\$ 2,500.00  
\$ 3,000.00  
\$ 4,500.00  
\$ 1,800.00  
\$ 1,200.00  
\$ 2,800.00  
\$ 1,800.00

TOTALS

\$ 45,500.00 (A)

\$ 72,550.00 (B)

TOTAL BID (A + B) = C

\$ 118,050.00 (C)

**LOCATION SCHEDULE  
ATTACHMENT C**

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GSD 116471 Attachment B

**Location Schedule**

<b>Building Location</b>	<b>Address</b>
<b>Capitol Complex</b>	
1. Building 1, Main Capitol, Basement	1900 Kanawha Blvd. East, Charleston, WV 25305
3. Building 3, DMV, Basement	1900 Kanawha Blvd. East, Charleston, WV 25305
4. Building 4, BEP	112 California Ave., Charleston, WV 25305
5. Building 5, Highways,	1900 Kanawha Blvd. East, Charleston, WV 25305
6. Building 6, Education	1900 Kanawha Blvd. East, Charleston, WV 25305
7. Building 7, Gaston Caperton Center	1900 Kanawha Blvd. East, Charleston, WV 25305
8. Building 8, Governor's Mansion	1800 Kanawha Blvd. East, Charleston, WV 25305
10. Holly Grove	1700 Kanawha Blvd. East, Charleston, WV 25305
11. Chilled Water Plant	218 California Ave., Charleston, WV 25305
14. Supreme Court	2006 Quarrier Street, Charleston, WV 25305
15. Purchasing	2019 Washington Street East, Charleston, WV 25305
16. Capitol Daycare	2100 Washington Street East, Charleston, WV 25305
17. Finance	2101 Washington Street East, Charleston, WV 25305
18. Engineering	103 Michigan Avenue, Charleston, WV 25305
22. Tax and Revenue	1001 Lee Street, Charleston, WV 25301
23. Beckley	407 Neville Street, Beckley, WV 25801
25. Parkersburg	5th and Avery Street, Parkersburg, WV 26101
32. Huntington	2699 Park Avenue, Huntington, WV 25704
34. Weirton Bldg.	100 Municipal Plaza, Weirton, WV 26062
36. One Davis Square	321 Capitol Street, Charleston, WV 25301
37. DEP	610 57th Street, Charleston, WV 25314
74. Plaza IV	318-324 4th Avenue, South Charleston, WV 25303
84. Cornerstone Building	1409 Greenbrier Street, Charleston, WV 25311
86. Summers Building	1124 Smith Street, Charleston, WV 25301
97. Williamson Building	203 E. 3rd Street, Williamson, WV 25661



# VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ☒ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- ☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. **Application is made for 2.5% resident vendor preference for the reason checked:**

- ☒ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. **Application is made for 5% resident vendor preference for the reason checked:**

- ☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ☒ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- ☒ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Smith Brothers Co. Signed: Robert Smith  
 Date: 8-2-11 Title: President

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

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**SMITH BROTHERS WINDOW CLEANING INC  
1522 CRANBROOK DR  
CHARLESTON, WV 25311-9607**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1045-9313**

This certificate is issued on: 06/29/2011

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.  
This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.



# CERTIFICATE OF LIABILITY INSURANCE

OP ID LF  
SMITH-3

DATE (MM/DD/YYYY)

05/11/11

<b>PRODUCER</b> Garlow Insurance Agency PO Box 5052 Charleston WV 25361 Phone: 304.347.8972 Fax: 304.347.8973		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Smith Brothers Window Cleaning Robert Smith 1522 Cranbrook Drive Charleston WV 25311		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Farmers and Mechanics	
		INSURER B: Brickstreet	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADULT LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BOP0003369	04/29/11	04/29/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000 \$ 50000
		ART0000526	02/11/11	02/11/12	MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG	\$ 5000 \$ \$ 2000000 \$
	<b>GENL AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE  \$ \$ \$	\$ \$ \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	WC10039004-07	02/01/11	02/01/12	<input checked="" type="checkbox"/> WC STATUS: TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ 100000 \$ 100000 \$ 500000
					<b>BUILDING</b>	41820

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**  
**SMITH BROTHERS**  
**WINDOW CLEANING**  
1522 Cranbrook Dr.  
Chas., WV 25311

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Tony Lucas

GSD116471

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

### DEFINITIONS:

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

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

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

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

### WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Smith Brothers Window Cleaning

Authorized Signature: Robert Smith Date: 7-26-11

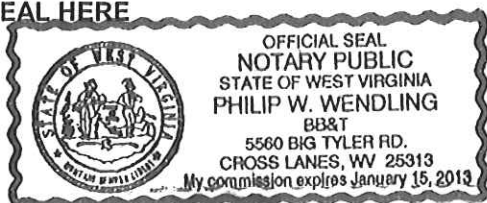
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 26<sup>th</sup> day of July, 2011.

My Commission expires 01-15-, 2011.

AFFIX SEAL HERE



NOTARY PUBLIC

Philip W. Wendling