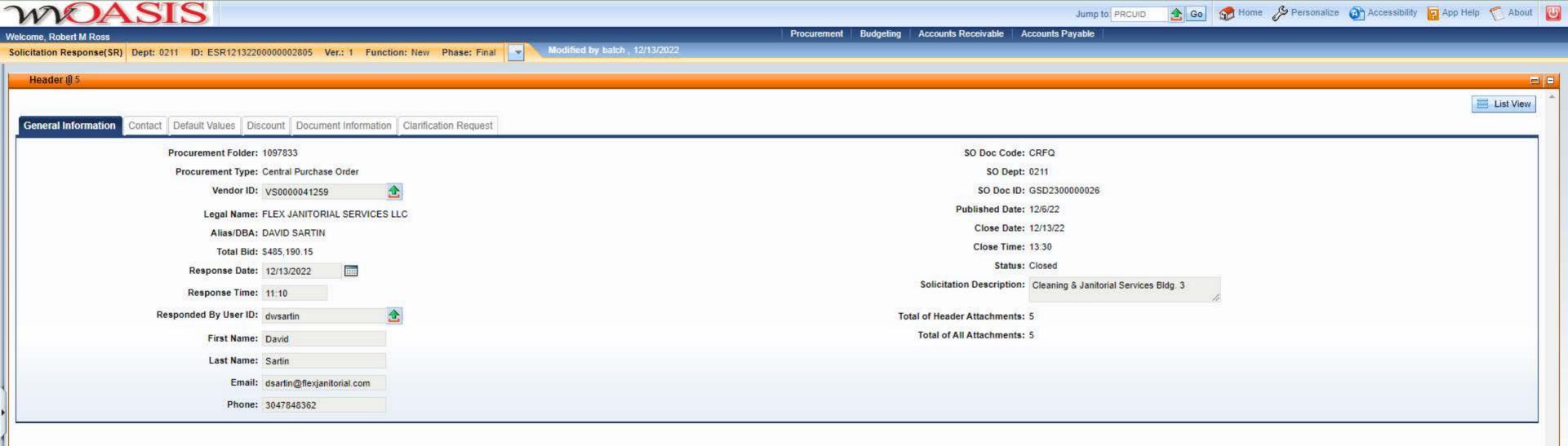
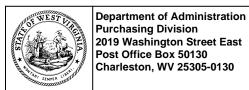


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia Solicitation Response

Proc Folder:

1097833

Solicitation Description:

Cleaning & Janitorial Services Bldg. 3

Proc Type:

Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2022-12-13 13:30	SR 0211 ESR12132200000002805	1

VENDOR

VS0000041259

FLEX JANITORIAL SERVICES LLC

Solicitation Number: CRFQ 0211 GSD2300000026

Total Bid: 485190.1500000000232830643653 Response Date: 2022-12-13 Response Time: 11:10:16

Comments:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Dec 13, 2022
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line Com	nm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1 Clea	aning & Janitorial Services Bldg. 3				485190.15

Comm Code	Manufacturer	Specification	Model #	
76110000				

Commodity Line Comments:

Extended Description:

Cleaning & Janitorial Services - Bldg. 3 per specifications detailed in the solicitation. Bidders must submit Exhibit A - Pricing Page with their bid.

Date Printed: Dec 13, 2022 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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 Service - Misc**

Proc Folder: 1097833

Doc Description: Cleaning & Janitorial Services Bldg. 3

Reason for Modification:

Addendum No 2

Proc Type: Central Purchase Order

Solicitation Closes Version Date Issued Solicitation No 2022-12-06

2022-12-13 13:30 CRFQ 0211 GSD2300000026 3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000041259

Vendor Name: Flex Janitorial Services, LLC

Address: PO Box 246

Street:

City: Kermit

Country: USA **Zip**: 25674 State: WV

Principal Contact: David Sartin

Vendor Contact Phone: 304-784-8362 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Vendor Signature X

FEIN# 88-3610487

DATE 12/11/2022

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

Date Printed: Dec 6, 2022 FORM ID: WV-PRC-CRFQ-002 2020/05 Page: 1

ADDITIONAL INFORMATION

Addendum No. 2 is issued to publish and distribute the attached information to the vendor community.

The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division (the "Agency" or "GSD") to establish a contract for Janitorial Services including cleaning supplies and equipment to perform the work, as detailed in the specifications. Vendor shall perform work, and provide work coverage, between the hours of 7:00am and 4:00pm, Monday through Friday, per the specifications and terms and conditions as attached hereto.

A single opportunity for bidders to tour the facility (i.e. to take measurements, photographs, or perform pre-bidding inspection, etc.) will be conducted between 1:00pm-3:00 pm on Thursday, November 17, 2022 Attendance at the tour is not required in order to submit a bid.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION		STATE OF WEST VIRGINIA	
GENERAL SERVICES DIVISION		JOBSITE - SEE SPECIFICATIONS	
103 MICHIGAN AVENUE			
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cleaning & Janitorial Services Bldg. 3				

Comm Code	Manufacturer	Specification	Model #	
76110000				

Extended Description:

Cleaning & Janitorial Services - Bldg. 3 per specifications detailed in the solicitation. Bidders must submit Exhibit A - Pricing Page with their bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Site visit 1-3 pm	2022-11-17
2	Vendor question deadline @ 10am	2022-11-28

SOLICITATION NUMBER: Addendum Number:

Applicable Addendum Category

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

Applica	DIC A	adendam Category.
[]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other
Descript	tion o	f Modification to Solicitation:

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.

ATTACHMENT A

CRFQ GSD2300000026 Janitorial Services- Bldg. 3

Technical Questions & Responses

- **Q 1.** If we win the contract for these buildings, how much time do we have between getting the award and assuming control of the daily duties?
- **A 1.** Vendor will begin performing services on the effective start date of the Purchase Order. Vendor will have 30-day notice prior to the effective date.
- **Q 2.** Please further explain section 5. CONTRACT AWARD:
 - 1. 5.1 Contract Award:
 - i. There is not a workloading calculation sheet
 - ii. Please define which 3 months (59 days)
 - 2. 5.2 Pricing Page:
 - i. Attached pricing page only allows for the firm, fixed, monthly rate, not hourly.
- **A 2.** See corrections indicated below:
 - **5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
 - **5.2 Pricing Page:** Vendor should complete the Pricing Page by indicating a firm, fixed monthly fee for providing janitorial services, and all-inclusive per-hour rates for floor care work. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.
- **Q 3.** When is the start date for this service?
- **A 3.** See answer A1.
- **Q 4.** When is the end date for this service?
- **A 4.** Any contract awarded as a result of this solicitation will be effective from its start date until one (1) year later.
- **Q 5.** Will the "Building 3 Information Quick Overview", which was handed out at the walkthrough of Building 3, be published as additional information under this CRFQ?
- **A 5.** The information handed out at the walkthrough is attached to this addendum. This information corrects information from Paragraph 2 of "1. PURPOSE AND SCOPE" from the original solicitation.

CRFQ GSD2300000026 Janitorial Services- Bldg. 3

Technical Questions & Responses

- **Q 6.** Will parking be provided for our team members somewhere close to facility?
- **A 6.** Some contractor parking is available, on a first-come, first-served basis, near the Piedmont Parking Garage.
- **Q** 7. What are the dates of the existing contract and when is an anticipated start date?
- **A 7.** See Answer A1.
- **Q 8.** Is quarterly/annual floor care to be done outside the hours of Monday to Friday 7am to 4pm? What time of the year are they historically completed?
- **A 8.** Floor work would be performed on a separate schedule, likely in the evening, outside these work hours. Performance of floor work varies, by facility, will be scheduled in advance with the Vendor, and is most likely to be performed during the middle of the year term of the contract.
- **Q 9.** The third paragraph under #1 from the specifications reads "Should the state be unable to maintain a contract with the Central Non-Profit Agency to administer the provision of the Contract Services, the Agency may award a contract resulting from this solicitation." Does this imply that the Central Non-Profit Agency has first dibs, or almost first right of refusal on the janitorial contract? Does the Central Non-Profit Agency submit a bid for the facility, in the same manner as everyone else?
- **A 9.** §5A-3-10 and §5A-3A-6 of the WV State Code allow the Purchasing Division Director to purchase services, without competitive bidding, from the non-profit workshops (which are coordinated by the Central Non-Profit Agency approved by the WV Division of Rehabilitation Services, pursuant to §5A-3A-2 of the Code), when a determination is made that the services are being provided through the Central Non-Profit Agency at a fair market price. The Central Non-Profit Agency may submit pricing through the statutory processes established in Chapter 5A, Article 3A of the Code and corresponding rules and/or submit a bid in response to this solicitation.

EXHIBIT A – PRICING PAGE

Name of Vendor: Flex Janitorial Services, LLC

The Vendor, being familiar with and understanding the general conditions and specifications, and being familiar with all local conditions affecting the contract, hereby proposes to furnish all labor, supplies (except those provided by Owner) to perform all work in accordance with the specifications for the Hourly Rate(s) of:

Building	Monthly Rate	X	Mont	hs	=	Total Bid Amount	
3	\$36,989.70	X	12		=	<u>\$</u> 443,876.44	_(A)
Floor Care:	Price Per Service		X	Units	=	Bid Amount	
Quarterly	\$ <u>2,404.52</u>	_	X	4	=	\$_9,618.08	_(B)
Annual	\$ <u>31,695.67</u>	_	X	1	=	\$ <u>31,695.67</u>	_(C)
Total Bid Amount (A+B+C)						§ 485,190.15	_

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

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 recei	ved)
[] Addendum No. 1 [] Addendum No. 2 [] Addendum No. 3 [] Addendum No. 4 [] Addendum No. 5	[] Addendum No. 6 [] Addendum No. 7 [] Addendum No. 8 [] Addendum No. 9 [] Addendum No. 10
I further understand that any verbal represent discussion held between Vendor's representa	pt of addenda may be cause for rejection of this bid. tation made or assumed to be made during any oral atives and any state personnel is not binding. Only to the specifications by an official addendum is
Flex Janitorial Services, LLC	
Company Authorized Signature	
12/11/2022	

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

Date

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) David Sartin
(Address) PO Box 246 Kermit, WV 25674
(Phone Number) / (Fax Number) 304-784-8362
(email address) dsartin@flexjanitorial.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, 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.

Flex janitorial Services, LLC	
(Company)	
(Signature of Authorized Representative)	
David Sartin, Managing Memeber	
(Printed Name and Title of Authorized Representative) (Date)	
304-784-8362	
(Phone Number) (Fax Number)	
dsartin@flexjanitorial.com	
(E '1 A 11)	

(Email Address)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the General Services Division (the "Agency" or "GSD") to establish a contract for Janitorial Services including cleaning supplies and equipment to perform the work, as detailed in the specifications. Vendor shall perform work, and provide work coverage, between the hours of 7:00am and 4:00pm, Monday through Friday per the specifications and terms and conditions as attached hereto.

Building 3 is an eight-story construction of 128,845 sq. ft., located at 1900 Kanawha Blvd. East, Charleston, WV 25305, consisting of 17 restrooms with 104 fixtures, 16 water fountains, 560 trash receptacles, 111,659 sq. ft. of carpet, and 17,186 sq. ft. of hard floor surfaces

It is generally understood that the State Code (§5A-3-10) which covers services provided by Sheltered Workshops, coordinated through a Central Non-Profit Agency ("CNA," which has been the WV Association of Rehabilitation Facilities for some time), was modified during the 2022 Legislative Session to make the utilization of the CNA no longer mandatory for State agencies. Should the State be unable to maintain a contract with the Central Non-Profit Agency to administer the provision of the Contract Services, the Agency may award a contract resulting from this solicitation.

A single opportunity for bidders to tour the facility (i.e. to take measurements, photographs, or perform pre-bidding inspection, etc.) will be conducted between 1:00pm-3:00pm on Thursday, November 17, 2022. Attendance at the tour is not required in order to submit a bid.

- **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.** "ASTM" means American Society for Testing and Materials. https://www.astm.org/
 - **2.2. "Contract Services"** means Janitorial Services as more fully described in these specifications.
 - **2.3.** "GSD" means the General Services Division.
 - **2.4.** "OSHA" means the Occupational Safety and Health Agency.
 - **2.5. "Pricing Page"** means the pages, contained *wv*OASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

- **2.6.** "QA" means quality assurance and indicates the desired level of quality of service.
- **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. "Working Lead"** means an employee that may provide direction, establish priorities, assign tasks, or coordinate work projects of other personnel, but performs no supervisory functions.
- **2.9.** "Working Supervisor" means a supervisor that also performs non-supervisory related work.
- **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 has a minimum of three (3) years of experience in cleaning commercial office buildings.

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. Cleaning Scope of Work:

4.1.1.1. Daily Cleaning

- **4.1.1.1.** Sweep/Dust Mop all hard surface flooring.
- **4.1.1.1.2.** Damp Mop all hard surface flooring.
- **4.1.1.13.** Spot vacuum, a minimum of thirty-five percent (35%) of carpeted areas.
- **4.1.1.14.** Vacuum all walk-off mats, door mats, carpet runners and heavy traffic areas.
- **4.1.1.1.5.** Empty and reline all trash containers. Contaminated trash liners shall be changed, and non-contaminated trash liners shall not be replaced.
- **4.1.1.1.6.** Fully service all restrooms, including restocking consumables; once in am, and once in pm.
- **4.1.1.17.** Clean and disinfect all water fountains, and high touch points.
- **4.1.1.1.8.** Employee break rooms:
 - **4.1.1.1.8.1.** Sweep.
 - **4.1.1.1.8.2.** Mop.

- **4.1.1.1.8.3.** Wipe all kitchen equipment down.
- **4.1.1.1.8.4.** Clean and sanitize sinks.
- **4.1.1.1.8.5.** Clean and sanitize tables.
- **4.1.1.1.8.6.** Clean and sanitize countertops.
- **4.1.1.1.9.** Police the entrance and lobby areas.
 - **4.1.1.1.9.1.** Collect garbage.
 - **4.1.1.1.9.2.** Wipe down chairs and tables, as needed.
 - **4.1.1.9.3.** Clean inside doors and windows that are within reaching distance.
- **4.1.1.10.** Remove all trash from the building and take it to the designated dumpster area.
- **4.1.1.11.** Clean elevators:
 - **4.1.1.11.1.** Dust mop and mop.
 - **4.1.1.11.2.** Wipe down railing and button panels.
- **4.1.1.12.** Clean and disinfect all high touchpoints:
 - **4.1.1.12.1.** Doorknobs.
 - **4.1.1.12.2.** Push bars on doors.
 - **4.1.1.12.3.** Countertops.
 - **4.1.1.12.4.** Tables.
 - **4.1.1.12.5.** Restroom fixtures.
 - **4.1.1.12.6.** Breakroom fixtures.

4.1.1.2. Weekly Cleaning

4.1.1.2.1. Dust Mop all staircases.

4.1.1.3. Monthly Cleaning

- **4.1.1.3.1.** Vacuum all wall-to-wall carpeting.
- **4.1.1.3.2.** Dust all furniture, baseboards, cabinets, and countertops.
- **4.1.1.3.3.** Damp mop all staircases.

4.1.1.4. Quarterly Cleaning

4.1.1.4.1. All hard surface flooring (tile, wood, marble, terrazzo, etc.) will be burnished. Burnishing shall be performed by equipment with pad(s) that rotate a minimum of fifteen hundred (1500) revolutions per minute.

4.1.1.5. Annual Cleaning

- **4.1.1.5.1.** All hard surface flooring (tile, wood, marble, terrazzo, etc.) will have a full strip and apply finish. Vendor shall apply a minimum of three (3) coats of Finish and the finish shall be comprised of twenty percent (20%) solids. The Finish shall be "High Gloss" with a minimum of eighty-nine (89) on the Specular Gloss Rating, as established by the ASTM D 523.
- **4.1.1.5.2.** Vendor shall provide one-time per year carpet cleaning and shall provide to GSD a one-week notice prior to performing any work. Annual cleanings shall not be performed within a ten-month period of each other.

- **4.1.1.5.2.1.** Hot water extraction method will be implemented for all carpet cleaning with carpet cleaning equipment that meets or exceeds:
 - **4.1.1.5.2.1.1.** Continuous heating of water at the water nozzle tip to two hundred and twelve (212) degrees.
 - **4.1.1.5.2.1.2.** Injection of heated water at five hundred (500) pounds per square inch and exercised two hundred (200) inches of lift.
 - **4.1.1.5.2.1.3.** Rotary brush implemented, as necessary, for spots and traffic lanes.
- **4.1.1.5.2.2.** Air movers (fans) shall be implemented in sufficient numbers to prevent mold or mildew from occurring.

4.1.2. Vendor guidelines and regulations:

- **4.1.2.1.** Vendor employees must enter Building and sign into the facility, as required by GSD protocol.
- **4.1.2.2.** Vendor shall provide a sign-in book to be maintained in the on-site office of the Vendor.
- **4.1.2.3.** Vendor is required to perform monthly QA audits and provide GSD designated contact with the results. QA audits must not be performed within a ten-day period of each other.
- **4.1.2.4.** GSD will perform quarterly QA audits and will provide a copy to the Vendor within two (2) business days. Audits will be numerically scored with "meets standard" score of at least seventy-six percent (76%). Scores of less than seventy-six percent (76%) for two consecutive quarters may result in cancellation of the Vendor's contract.
- **4.1.2.5.** Vendor will correct all cleaning deficiencies revealed in the QA audits that are performed by the Vendor or GSD within two (2) business days of the self-assessed QA audit, or the receipt of the GSD QA audit.
- **4.1.2.6.** Vendor shall maintain an onsite Working Supervisor, and/or a Working Lead, in addition to the general Vendor staff of the facility.
 - **4.1.2.6.1.** Vendor shall provide cell phone numbers of the Working Supervisor and/or Working Lead.
- **4.1.2.7.** Vendor employees shall report any service requests from building tenants to the Working Supervisor or Working Lead who will report these instances to the GSD service desk.
- **4.1.2.8.** Vendor, or Vendor's employees, shall follow all OSHA safety standards and shall have provided OSHA 1910.1030 Bloodborne Pathogen training to all applicable Vendor staff.

- **4.1.2.9.** Vendor shall abide by all civility, security and privacy policies and standards of conduct, as set forth by the GSD.
- **4.1.2.10.** Vendor shall operate all cleaning equipment in accordance with the manufacturer's guidelines. Vacuums shall meet the Gold Seal of Approval (SOA) by the Carpet and Rug Institute (CRI). https://carpet-rug.org/testing/seal-of-approval-program/
- **4.1.2.11.** Vendor shall dispose of all byproducts from mopping into toilets/.
- **4.1.2.12.** Vendor shall supply all cleaning supplies and equipment. GSD reserves the right to have the Vendor replace any cleaning product with a more environmentally friendly product.
- **4.1.2.13.** GSD will supply "consumables" (e.g., paper towels, toilet paper, seat covers, etc.) which will be stocked and stored. Vendor shall monitor and maintain sufficient levels and will notify GSD staff of need to place additional orders. Vendor shall notify GSD of any immediate needs (e.g., broken dispenser, etc.). Vendor shall assist the Agency, as necessary, to confirm receipt of consumables.
- **4.1.2.14.** Vendor shall utilize disinfectants from the EPA "N" list for cleaning of touchpoint surfaces.

 https://www.epa.gov/coronavirus/list-n-advanced-search-page-disinfectants-coronavirus-covid-19
- **4.1.2.15.** Vendor shall provide at least one (1) hour of "utility time" within their allocated time per day for the facility to address emergency cleanups (spotting of carpets, revisiting restrooms for accidents, etc.).
- **4.1.2.16.** Vendor must read, provide Contact information, and complete the acknowledgement page of Jobsite Safety Handbook.

5. CONTRACT AWARD:

- **5.1. Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract will be awarded for the total number of hours per day (from the workloading calculations sheets) multiplied by the total number of working days in the Contract term (3 months); this totals 59 days. Billing, however, may only be for the actual hours worked (see below).
- **5.2. Pricing Page:** Vendor should complete the Pricing Page by indicating a firm, fixed composite hourly rate for providing janitorial services. This rate will apply to all Vendor employees' billed hours, regardless of position.
- **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 all-inclusive, lump-sum Monthly 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 a replacement fee if the cards or keys become lost or stolen.
 - **9.3.** Vendor shall notify the 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 the Agency upon default.
 - **10.2.1.** Immediate cancellation of the Contract.
 - **10.2.2.** 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:	David Sartin
Telephone Number:	304-784-8362
Fax Number:	
Email Address:	dsartin@flexjanitorial.com

THE HARTFORD CRIMESHIELDSM ADVANCED DECLARATIONS



Hartford Fire Insurance Company, A stock insurance company, herein call the Insurer

Policy Number: 02BDDIY6100

ITEM 1. Named Insured:	Producer: Code, Name and Address 02-025657
Flex Janitorial Services, LLC	NUTMEG INSURANCE AGENCY INC/PHS 8711 UNIVERSITY DRIVE EAST CHARLOTTE, NC 28213
ITEM 2. Mailing Address:	Physical Address:
11 sunshine dr Kermit, WV 25674	11 sunshine dr Kermit, WV 25674

ITEM 3. Policy Period: From 12:01 a.m. on November 15, 2022 (Inception Date) until cancelled. (Standard Time at your mailing address)

ITEM 4. Coverages, Limits of Insurance and Deductibles: Only Those Insuring Agreements That Are Designated With An "X" Are Included Under This Policy

		Limit of Insurance	Deductible Amount
	Insuring Agreement 1 – Employee Theft	\$ 0	\$ 0
X	Insuring Agreement 2 – Employee Theft – Client Premises	\$ 100,000	\$ 10,000
	Insuring Agreement 3 – Computer And Funds Transfer Fraud	\$ 0	\$ 0
	Insuring Agreement 4 – Inside The Premises – Money, Securities and Other Property	\$ 0	\$ 0
	Insuring Agreement 5 – Outside The Premises – Money, Securities and Other Property	\$ 0	\$ 0
	Insuring Agreement 6 – Depositors Forgery or Alteration	\$ 0	\$ 0
	Insuring Agreement 7 – Credit, Debit Or Charge Card Forgery	\$ 0	\$ 0
	Insuring Agreement 8 – Money Orders And Counterfeit Currency	\$ 0	\$ 0
	Insuring Agreement 9 – Investigative Expenses	\$ 0	\$ 0
	Insuring Agreement 10 – Computer Systems Restoration Expenses	\$ 0	\$ 0
	Insuring Agreement 11 – Identity Recovery Expenses Reimbursement	\$ 0	\$ 0

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not rights to the certificate holder in lieu of such endorsement(s).

conter rights to the certificate no	idei ili iled ol 3dell ellaciscille.	(0).			
PRODUCER		CONTACT NAME:			
NUTMEG INS AGENCY INC/PHS		PHONE	(888) 925-3137		(888) 443-6112
76210775		(A/C, No, Ext):		(A/C, No):	
The Hartford Business Service Cente	r	E-MAIL			
3600 Wiseman Blvd		ADDRESS:			
San Antonio, TX 78251			INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED		INSURER A:	Hartford Underwriters Insurance Co	mpany	30104
Flex Janitorial Services, LLC		INSURER B:			
PO BOX 246		INSURER C:			
KERMIT WV 25674-0246		INSURER D:			
		INSURER E :			
*		INSURER F:			4
COVEDACES	CERTIFICATE NUMBER		REVISION NUMBER	:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
COVERAGES	CERTIFICATE NUMBER:	ILLAIDION NOMBER.

THIS IS TO CERTIFY THAT 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 US AND CONDITIONS OF SLICH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
LTR	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X General Liability	INSR	WVD		(MM/DD/TTTT)	(WIW/DD/1111)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$2,000,000 \$1,000,000 \$10,000
Α	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC OTHER:			76 SBW AT9MVH	11/15/2022	11/15/2023	PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$2,000,000 \$4,000,000 \$4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS AUTOS NON-OWNED AUTOS AUTOS X AUTOS AUTOS X AUTOS			76 SBW AT9MVH	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$2,000,000
	UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTION \$						AGGREGATE PER OTH-	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	I N/A					STATUTE ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
А	Data Breach - Defense & Liab			76 SBW AT9MVH	11/15/2022	11/15/2023	Limit	\$50,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / LOCAT	/EHICLI	ES (ACC	ORD 101, Additional Remarks Sonket Additional Insured B	chedule, may be att v Contract Endo	ached if more spa orsement, Forn	ce is required) n SL 30 32.	

The Business Liability Coverage Fart includes a Blankot / teather includes	CANCELLATION
CERTIFICATE HOLDER	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED
	IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Sugan S. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on This certificate does not confer rights to the certificate holder in lieu of such an endorsement(s).

This certificate does not confer rig	hts to the certificate holder in lieu of su	ch an endorsement(s).		
PRODUCER		CONTACT NAME:		
AUTOMATIC DATA PROC INS 1 ADP BLVD # 625		PHONE (A/C. No. Ext.): (877) 677-428	FAX (A/C. No. Ext.): (877) 677	-430
ROSELAND, NJ 07068		E-MAIL ADDRESS: spcbicadp@travelers.com	•	
INSURED		INSURER(S) AFFORDING O	OVERAGE	NAIC#
FLEX JANITORIAL SERVICE, LLC		INSURER A: THE CHARTER OAK FIRE INSURA	NCE COMPANY	
11 SUNSHINE DRIVE		INSURER B:		
KERMIT, WV 25674		INSURER C:		
		INSURER D :		
		INSURER E :		
		INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	REVISION	NUMBER:	
	CIES OF INSURANCE LISTED BELOW HAY			

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$		
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$		
							MED EXP (Any one person)	\$		
							PERSONAL & ADV INJURY	\$		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$		
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	\$		
	OTHER									
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	s		
	/						BODILY INJURY (Per person)	\$		
	OWNED SCHEDULED									
	AUTOS ONLY AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
	HIRED NON-OWNED AUTOS ONLY						(Per accident)	\$		
								\$		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$		
	DED RETENTION									
	WORKERS COMPENSATION	Ī					X PER OTH -ER			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		UB-1W873986-22-42	12/15/2022	12/15/2023	A STATUTE -ER			
Α	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000			
_ ^	If yes, describe under DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE- EA EMPLOYEE \$1,000,000			
	2222 1.51.5. 5. 2						E.L. DISEASE – POLICY LIMIT \$1,000,000			
								\$		
								\$		
								1 2		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDE	ŀ	Ε	D	L		C	Н	Ε	١٦	7	C	F	П	₹٦	ΞF	С
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CANCELLATION

FLEX JANITORIAL SERVICE, LLC 11 SUNSHINE DRIVE KERMIT, WV 25674 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

mushald hunligan

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