



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		Reason for Modification:	
Doc Description: Cleaning & Janitorial Services Bldg. 3		Addendum No 2	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
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

12/13/22 13:09:24
 WV Purchasing Division

VENDOR

Vendor Customer Code: VC 0000106971
Vendor Name : Top Notch Custodial Care, Inc
Address : 1535
Street : Ritter Drive
City : Daniels
State : WV **Country :** USA **Zip :** 25832
Principal Contact : Corey Tornes, CPA - Business Development Manager
Vendor Contact Phone: 304-932-3955 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Vendor Signature X  **FEIN#** 55-0665665 **DATE** 12/12/2022

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

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

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

SOLICITATION NUMBER: CRFQ GSD2300000026
Addendum Number: 2

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
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum is issued to publish the following information to the Vendor community.

1. To publish responses to Vendor Technical Questions, per Attachment A.
2. To make changes to Exhibit A - Pricing Page. Vendor will be required to submit the Exhibit with their bid. Bid should be broken down to illustrate costs for "Daily," "Weekly," and "Monthly" tasks with a lump sum monthly charge, a lump sum for quarterly hard floor care surface, and a lump sum for annual floor care surface, as detailed in the specifications.

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.

ATTACHMENT A

CRFQ GSD230000026 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 GSD230000026 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.

**Request for Quotation
Bldg. 3 Janitorial Services – Region 1**

EXHIBIT A – PRICING PAGE

Name of Vendor: Top Notch Custodial Care, Inc

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	Months	=	Total Bid Amount
3	\$ <u>13,283.00</u>	X	12	=	\$ <u>159,396.00</u> (A)
Floor Care:	Price Per Service	X	Units	=	Bid Amount
Quarterly	\$ <u>962.75</u>	X	4	=	\$ <u>3,851.00</u> (B)
Annual	\$ <u>25,901.00</u>	X	1	=	\$ <u>25,901.00</u> (C)
Total Bid Amount (A+B+C)					\$ <u>189,148.00</u>

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ GSD2300000026

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)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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 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.

Top Notch Custodial Care, Inc

Company



Corey Tornes, CPA

Authorized Signature

12/12/2022

Date

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



Department of Administration
 Purchasing Division
 2019 Washington Street East
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State of West Virginia
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Date Issued	Solicitation Closes	Solicitation No	Version
2022-11-04	2022-12-06 13:30	CRFQ 0211 GSD2300000026	1

BID RECEIVING LOCATION	
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	<i>updated form was completed and attached</i>

VENDOR		
Vendor Customer Code:		
Vendor Name :		
Address :		
Street :		
City :		
State :	Country :	Zip :
Principal Contact :		
Vendor Contact Phone:	Extension:	

FOR INFORMATION CONTACT THE BUYER Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov

Vendor Signature X	FEIN#	DATE
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Extended Description:

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SCHEDULE OF EVENTS

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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. PREBID 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:

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.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. 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.

All Vendors should arrive prior to the starting time for the pre-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.

Bid Delivery Address and Fax Number:

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

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: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: CRFQ GSD2300000026
BID OPENING DATE: 12/06/2022
BID OPENING TIME: 1:30pm
FAX NUMBER: 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 WYOASIS (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).

Bid Opening Date and Time: 12/06/2022 @ 1:30PM

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 Acknowledgment Form, 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.

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 should 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. 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.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, 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.

13. 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.

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

15. 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.

15A. 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.

16. 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. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. 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 § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wvOASIS* 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.

19. 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.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

22. 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 § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. 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 *wvOASIS* or the Purchasing Division’s website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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 Zero (0)), 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 _____ 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.

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: \$100,000.00 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.

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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.

Revised 09/12/2022

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 hearth, 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) Corey Tornes, CPA - Business Development Manager

(Address) 1535 Ritter Drive, Daniels, WV 25832

(Phone Number) / (Fax Number) 304-932-3955 / 304-253-0800

(email address) ctornes@topnotchwv.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.

Top Notch Custodial Care, Inc.
(Company)
Jason Chipps
(Signature of Authorized Representative)
Jason Chipps, President
(Printed Name and Title of Authorized Representative) (Date)
304 253-0800
(Phone Number) (Fax Number)
jchippes@topnotchwv.com
(Email Address)

**Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD2300000026**

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 wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

**Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD2300000026**

- 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**
 - 4.1.1.1.1. Sweep/Dust Mop all hard surface flooring.
 - 4.1.1.1.2. Damp Mop all hard surface flooring.
 - 4.1.1.1.3. Spot vacuum, a minimum of thirty-five percent (35%) of carpeted areas.
 - 4.1.1.1.4. 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.
 - 4.1.1.1.7. 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.

Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD230000026

- 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.
 - 4.1.1.1.9.3. Clean inside doors and windows that are within reaching distance.
- 4.1.1.1.10. Remove all trash from the building and take it to the designated dumpster area.
- 4.1.1.1.11. Clean elevators:
 - 4.1.1.1.11.1. Dust mop and mop.
 - 4.1.1.1.11.2. Wipe down railing and button panels.
- 4.1.1.1.12. Clean and disinfect all high touchpoints:
 - 4.1.1.1.12.1. Doorknobs.
 - 4.1.1.1.12.2. Push bars on doors.
 - 4.1.1.1.12.3. Countertops.
 - 4.1.1.1.12.4. Tables.
 - 4.1.1.1.12.5. Restroom fixtures.
 - 4.1.1.1.12.6. 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.

Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD2300000026

- 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 (12) 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.

Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD230000026

- 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.

**Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD230000026**

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.

Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD230000026

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: Corey Tornes
Telephone Number: 304-932-3955
Fax Number: 304-253-0800
Email Address: ctornes@topnotchwv.com

**Request for Quotation
Bldg. 3 Janitorial Services – Region 1
CRFQ GSD230000026**

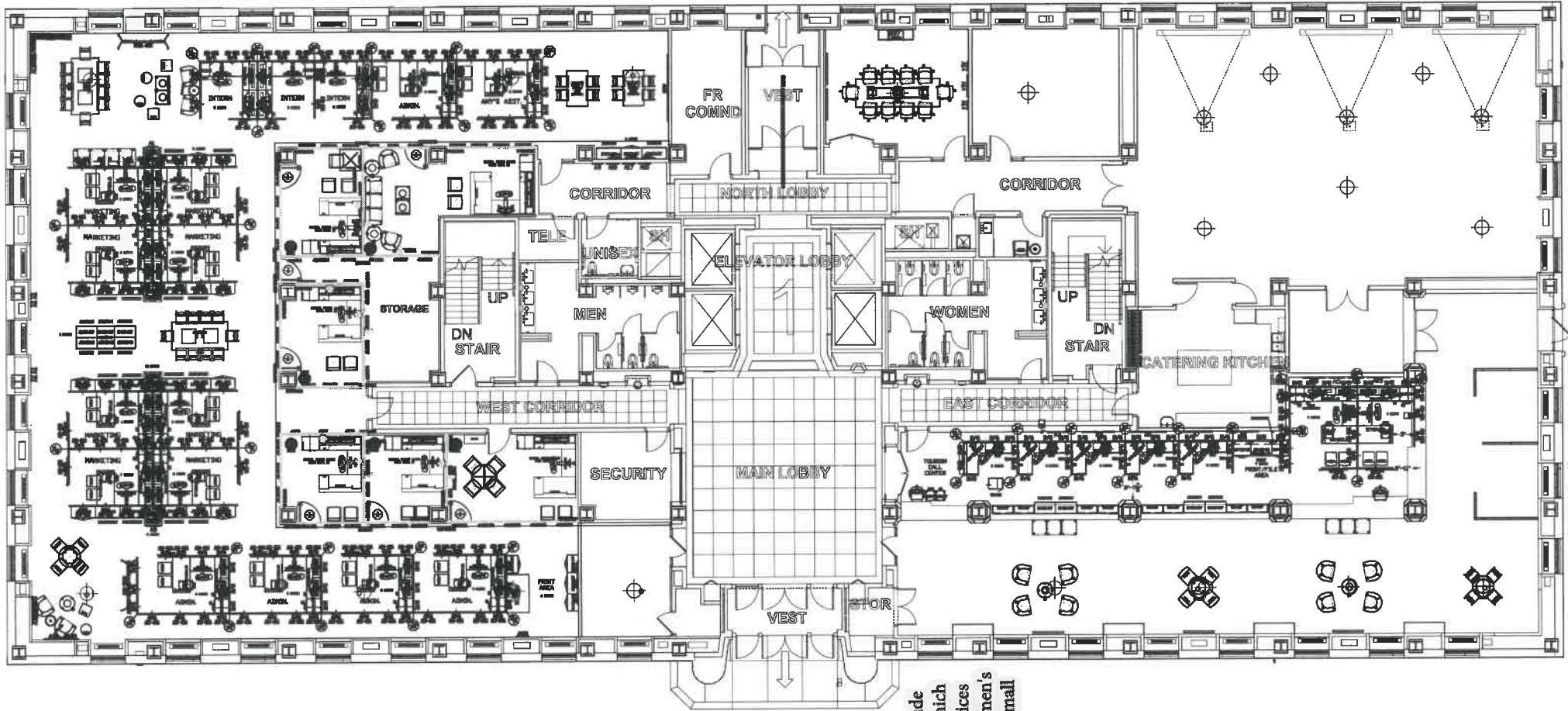
EXHIBIT A – PRICING PAGE

Name of Vendor: _____

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:

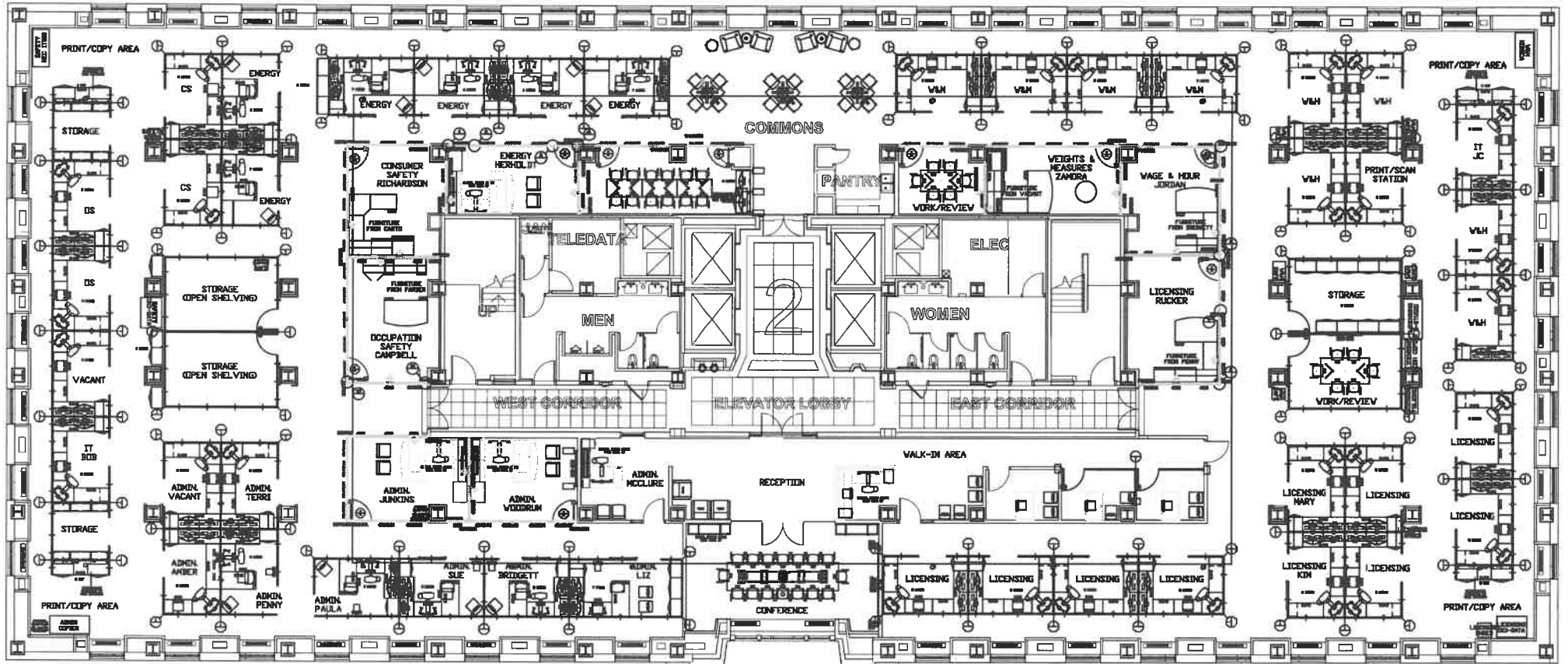
Building	Monthly Rate	X	Months	=	Total Bid Amount
3	\$ _____	X	12	=	\$ _____

*updated pricing page
completed*



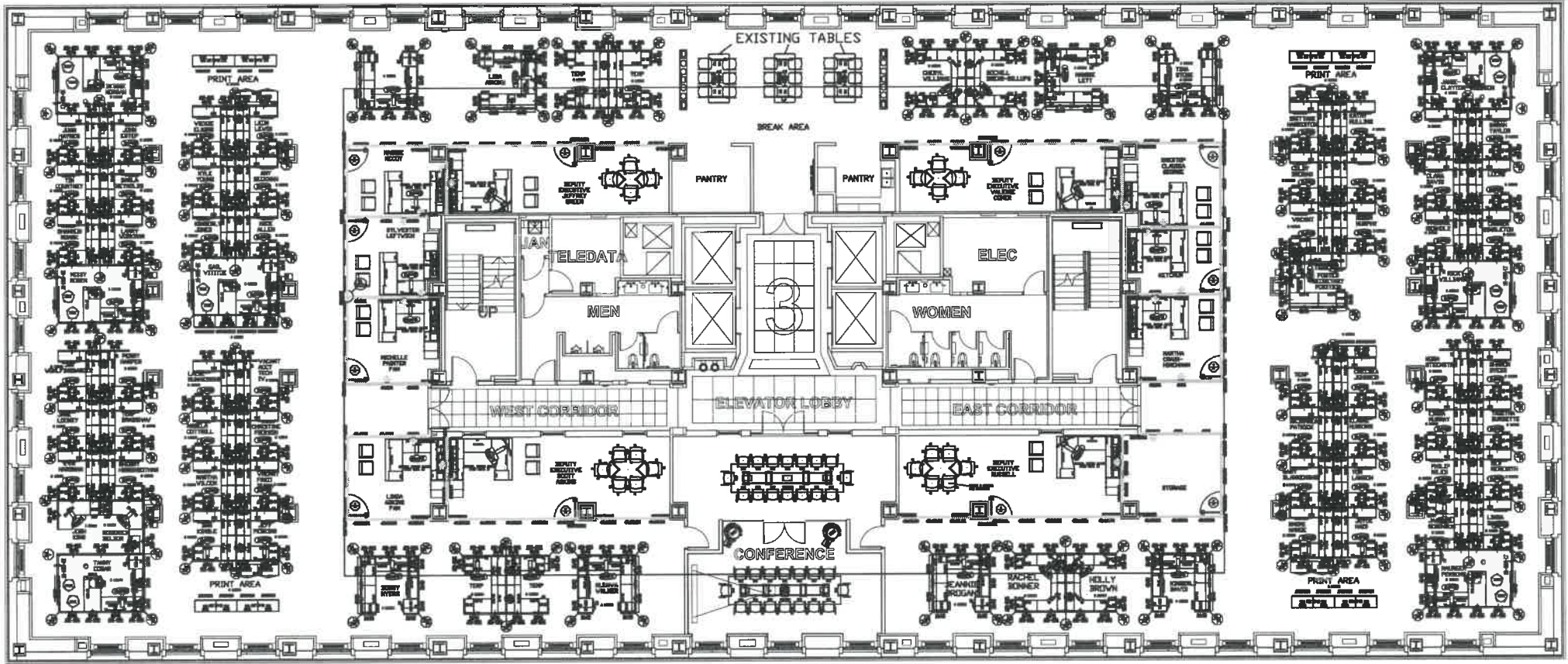
BUILDING 3 - 1ST FLOOR TOURISM
 CAPITOL BUSINESS INTERIORS

Plans do not include
 Basement level which
 only requires services
 in Men's and Women's
 restrooms and a small
 breakroom.



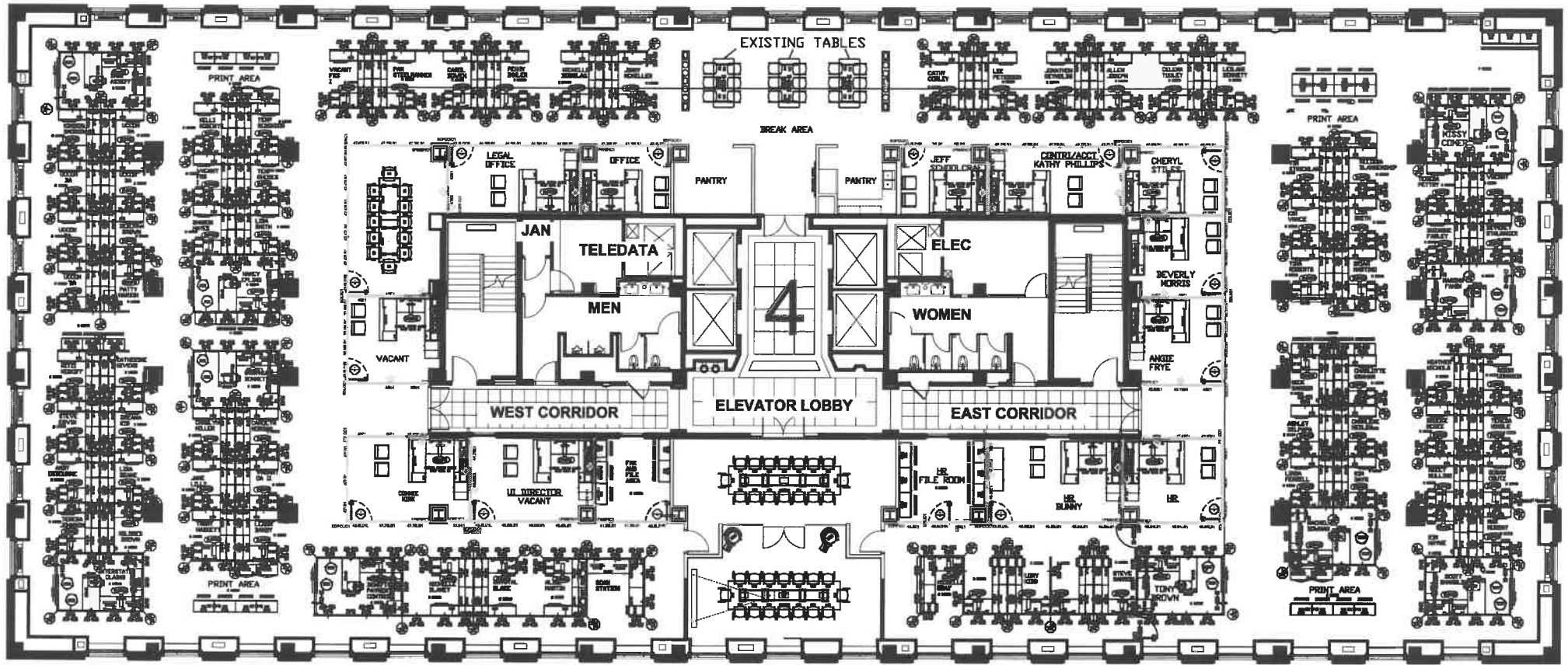
BUILDING 3 - 2ND FLOOR LABOR/ENERGY

CAPITOL BUSINESS INTERIORS



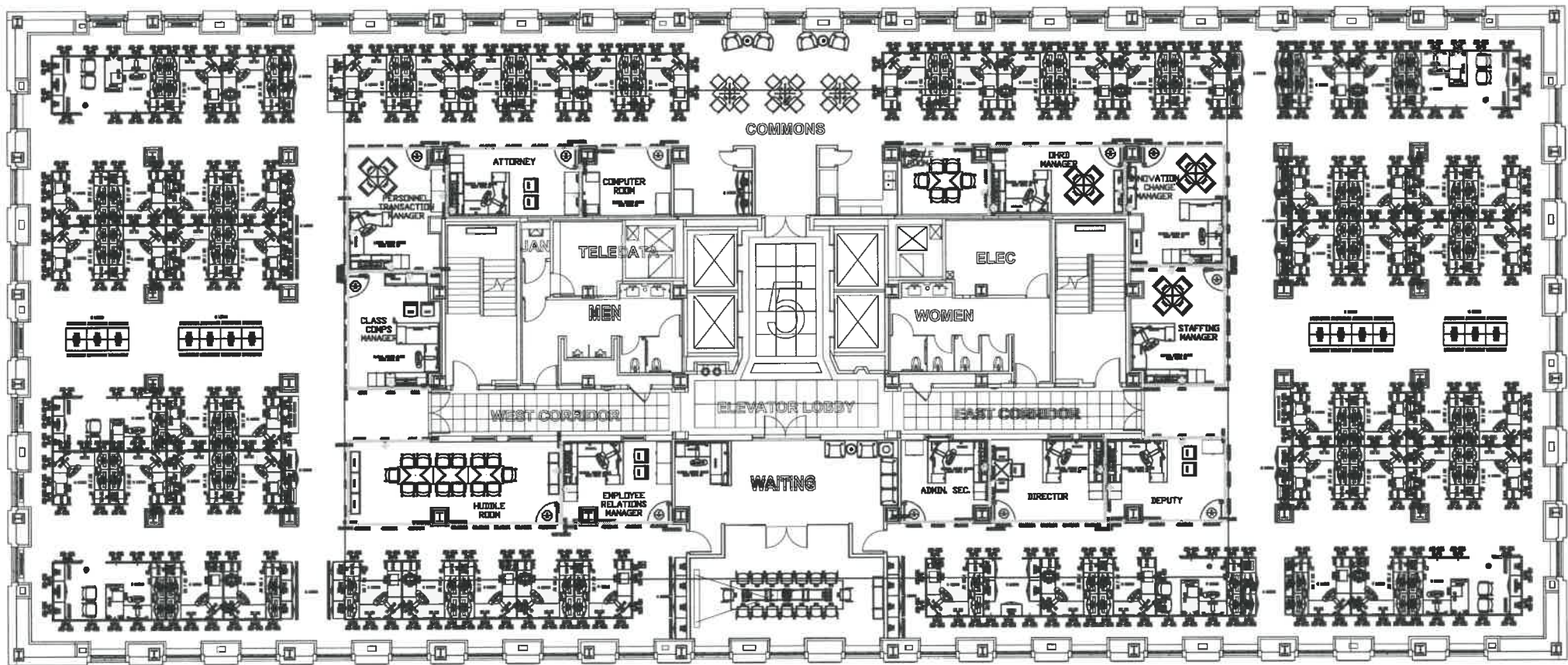
BUILDING 3 - 3RD FLOOR WORKFORCE

CAPITOL BUSINESS INTERIORS



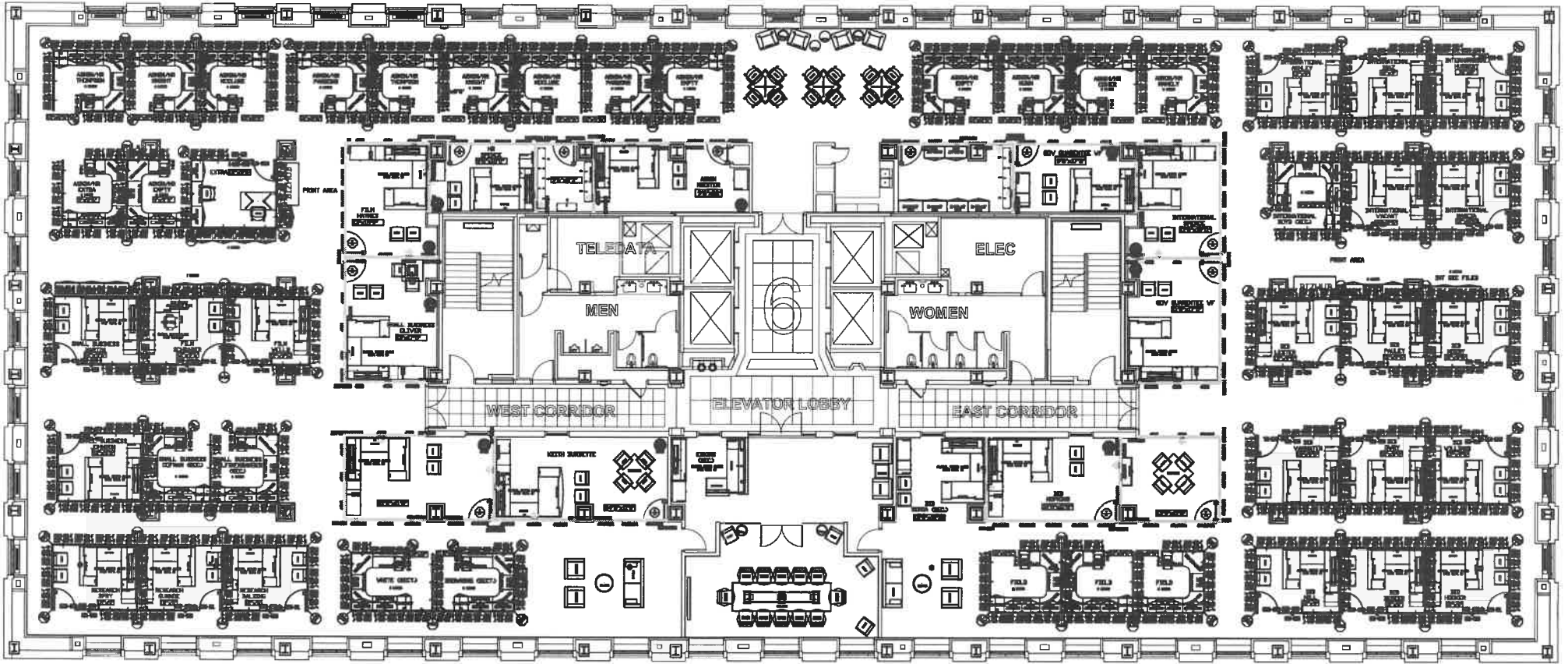
BUILDING 3 - 4TH FLOOR WORKFORCE

CAPITOL BUSINESS INTERIORS



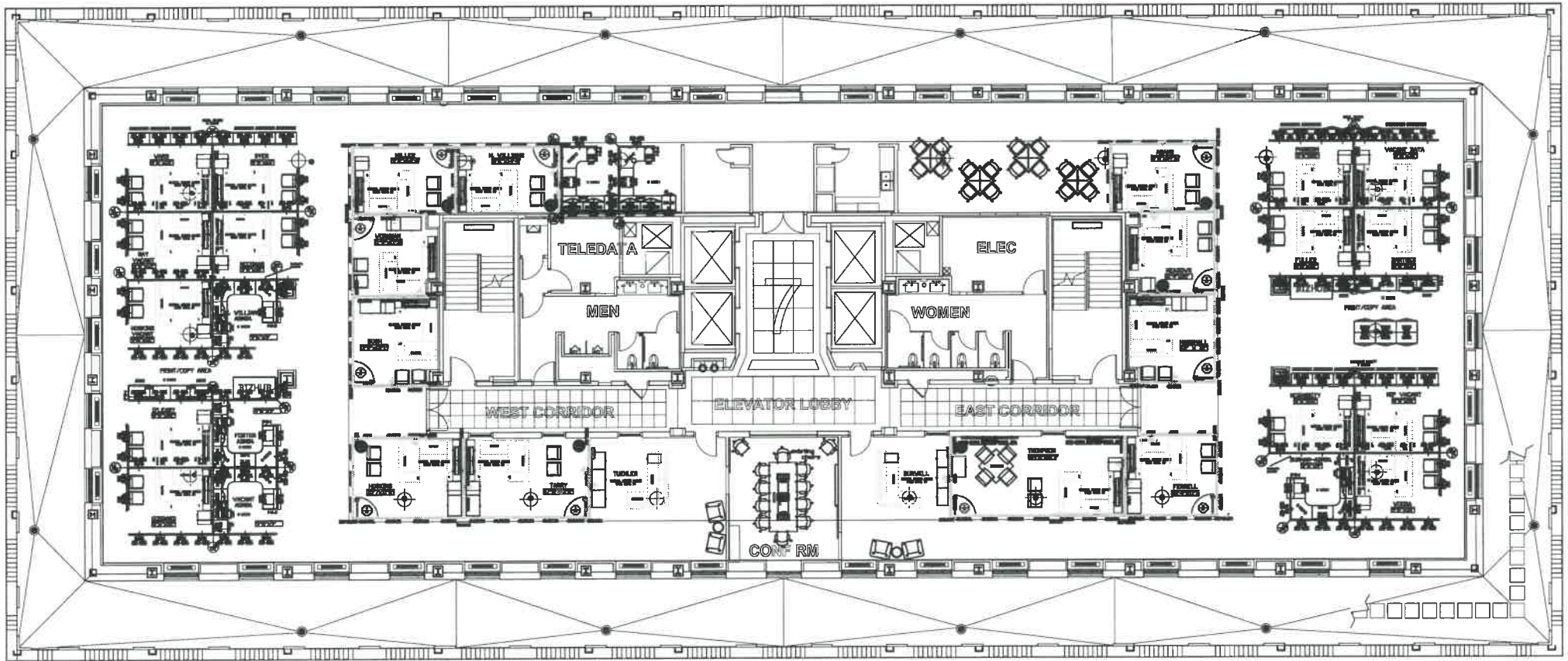
BUILDING 3 - 5TH FLOOR PERSONNEL

CAPITOL BUSINESS INTERIORS



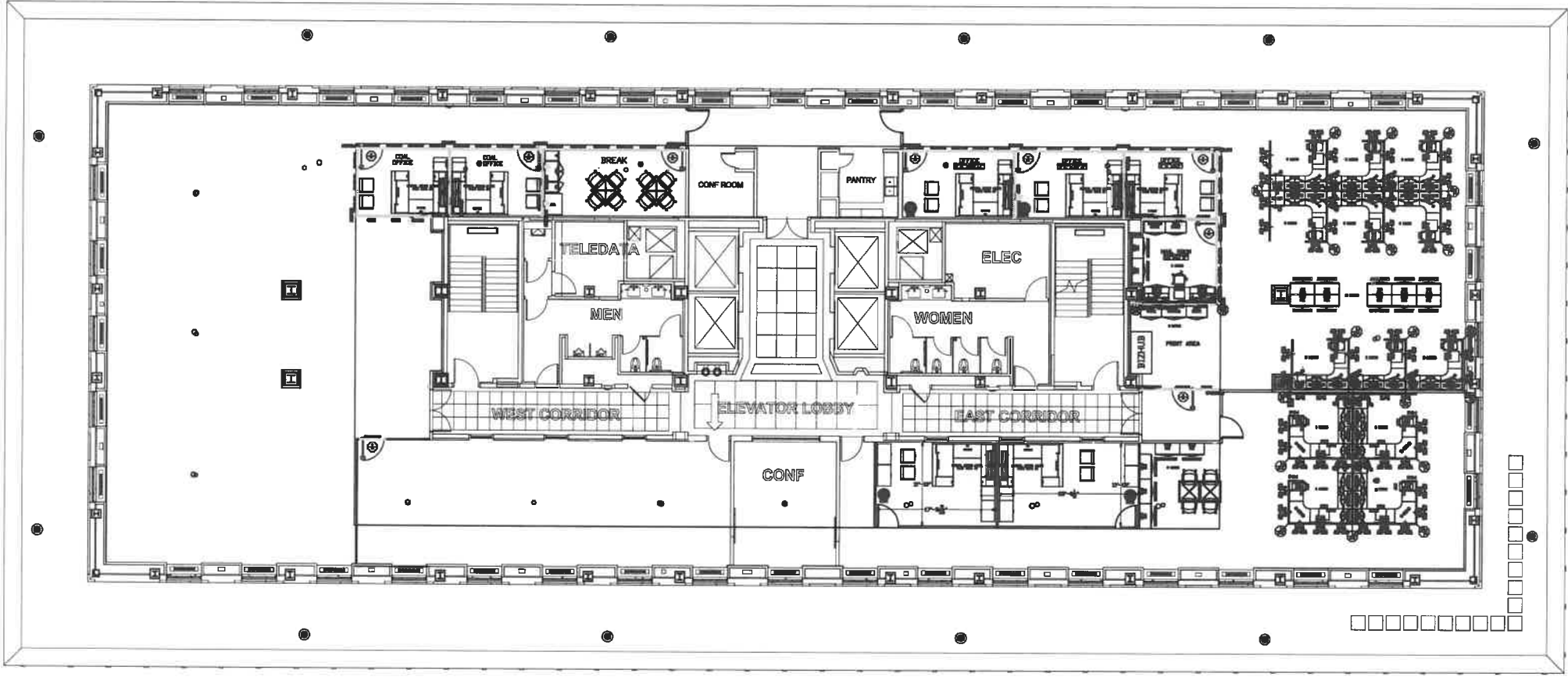
BUILDING 3 - 6TH FLOOR COMMERCE

CAPITOL BUSINESS INTERIORS



BUILDING 3 - 7TH FLOOR COMMERCE

CAPITOL BUSINESS INTERIORS



BUILDING 3 - 8TH FLOOR

CAPITOL BUSINESS INTERIORS

Jobsite Safety Handbook

For Contractors

Department of Administration (DOA)

General Services Division (GSD)

218 California Avenue
Charleston, WV

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

Contractor Contact: Corey Tornes Phone #: 304-932-3955

EMERGENCY CONTACTS:

Project Manager:

Name: Russ Harber + Phone #: 304-444-9546

Emergency Services #: 304-444-9546

GSD Safety Section:

1900 Kanawha Boulevard East, Bldg 1 Room MB12 Charleston, WV 25305

Jonathan Trout: Work# 304 352-5522 Cell# 304-205-2721

Marsha Bowling Work# 304-352-5523 Cell# 304-951-1410

Revision 4/18/22

TABLE OF CONTENTS

Jobsite Safety Handbook

1. Building Alarms	2
2. Personal Protective Equipment	2
3. Housekeeping and Access Around Site	2
4. Stairs and Ladders	2
5. Scaffolds and Other Work Platforms	3
6. Fall Protection	3
7. Excavation and Trenching	4
8. Tools and Equipment	5
9. Vehicles and Mobile Equipment.....	5
10. Electrical	5
11. Fire Prevention	5
12. Chemical Hazards	6
13. Confined Spaces	6
14. Lock-Out/Tag-Out	6
15. Contractor Acknowledgement	7

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

GSD safety and health procedures are available for review 24/7 in the Main Capitol Building basement, MB-12.

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.

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 mid-rail 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 toe boards 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 must 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 West Virginia 811 before digging. Dial 811 or 800-245-4848.
- 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 are 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.
- 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 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 tag line 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 (UL, NEMA, etc) for exterior use (no internal junction boxes).

11. FIRE PREVENTION

- Provide fire extinguishers near all welding, soldering or other ignition sources.
- Avoid spraying of 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).

12. 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.

13. 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 by GSD Safety 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.

14. 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.

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): Corey Tornes

Contractor Representative Signature:  Date: 12/12/2022

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

Proposal for Janitorial Services – Dated 12/9/22
Prepared for State of West Virginia Purchasing Division (“State of WV”)
Prepared by Top Notch Service Group, Inc. (“Top Notch”)

INTRODUCTION

Top Notch is pleased to provide this proposal for janitorial/custodial services to State of WV for Building #3, in the Charleston Capitol Complex. This proposal is designed to meet the needs and expectations of the State of WV, which were discovered through our interactions with the State of WV and our site visit performed on November 17th, 2022.

We believe very strongly that we would be a great partner for the State of WV. As discussed during our meetings and facility tours, we seek client relationships that are mutually beneficial. The following items describe some unique advantages when partnering with Top Notch.

- **Adequate Resources** – We are one of the largest privately-owned providers of janitorial/custodial services in Central and Southern WV. As such, we have adequate resources (leadership, support staff, expertise, equipment) to serve clients in this, and adjacent areas.
- **Localized Service** – Because most of our clients are in this region, we deliver service that exceeds that of larger national companies. Our leadership structure ensures that work is completed at a consistently high level, and that communication with your team remains strong. In most cases we are an extension of our clients’ teams.
- **Operational Team Organizational Structure** – We have dedicated area management for each of the geographic areas we serve. Our Area Operations Managers oversee the day-to-day operations for each of our geographic offices. Each of our Area Operations Managers are assisted by Assistant Operations Managers and Operation’s Assistants who spend their time visiting with our team members out in the field. Our area Assistant Operations Managers assist with conducting our monthly coaching, training our new team members, filling in at job sites when needed and they assist with distributing our quality control reports to our team members and ensure that any issues noted are corrected in a timely fashion. Our Area Operations Managers are your primary point of contact for your facilities, and they plan to meet regularly with the State of WV Agency teams, to ensure you are receiving a consistent and reliable service. Our Area Operations Managers also handle the scheduling of our additional project work (e.g. scheduling projects for our dedicated floor care team).
- **Hiring and Training Processes** – One of the greatest challenges in the janitorial services industry is hiring and retaining committed team members. Through 36 years of experience, data gathered from industry experts, and interviewing current and former team members we have determined the factors that influence janitorial job seekers and team member engagement. The result is our hiring and training process which seeks to hire, train, and retain the best possible team for our clients’ work.
- **Quality Control** – We have found that one of the measures of success for a janitorial program is a reduction in the number of complaints received by our clients’ facilities team. To minimize complaints, we inspect our work on a continuous basis and correct where needed. Our ongoing inspections, in conjunction with sound training and coaching, ensures that work remains at a consistently high level.

- **Safety** – We are concerned with the safety of our team members and of our clients’ team members. By combining training during the new hire process and monthly safety meetings, we have an outstanding safety history.

PRICING

The following section provides details regarding the development of our pricing for this project.

Monthly Cleaning Prices:

Regular Monthly Cleaning	\$ 13,283.00
Annual Cost of Monthly Cleaning	\$159,396.00
Annual Cost of Quarterly Floor Care	\$ 3,851.00
Annual Cost of Annual Floor Care	<u>\$ 25,901.00</u>
Annual Package Total -	\$189,148.00

Notes:

- Monthly pricing includes 5 days per week service (Monday through Friday) between the hours of 7:00 am to 4:00 pm.
- All monthly prices include Top Notch supplying all the cleaning equipment and cleaning supplies necessarily to provide a satisfactory service.
- **Payment Terms** – Invoices are distributed on the first day of the current month of service. For example, for January services, we would submit our invoice on January 1st. Payment terms are net 30 days.

STAFFING STRATEGY

The following section provides the anticipated rates of pay for the Top Notch team members that would be tasked with the cleaning of your facilities. Since the greatest portion of the proposed price is based upon projected labor-hours and rates of pay, it is important that we accurately estimate both. Based on rates of pay for current team members at similar sites, and experience hiring in the local labor market, we feel that the rates of pay below are appropriate for this area and setting.

- **Top Notch Cleaning Technician** – \$12.00 - \$13.00/hr

To prepare this proposal, we conducted a brief examination of the rates of pay for custodial/janitorial workers in your area. We used the search terms “janitorial” and “cleaning” on Indeed and ZipRecruiter using a 25-mile radius around Charleston. Below is a highlighted list of advertised rates of pay from our searches:

- | | |
|---------------------------------|--------------|
| • Janitorial Contractor #1 - | \$10.00/hour |
| • Janitorial Contractor #2 - | \$10.00/hour |
| • Janitorial Contractor #3 - | \$12.00/hour |
| • Hospitality Housekeeping #1 - | \$11.00/hour |
| • Hospitality Housekeeping #2 - | \$11.00/hour |

Top Notch strives to provide the highest quality of service available within our industry. In order to achieve our goal of providing a consistent and reliable service to our partners, we must be able to recruit consistent and reliable people. The biggest driving force behind bringing on and retaining consistent and reliable team members is our wage. Therefore, from our wage analysis for our market, we believe the rates of pay in our proposal are necessary to reach the standard of service the State of WV and Top Notch are expecting.

TRANSITION/IMPLEMENTATION PLAN

Our experience has shown that the transition period (first 30-60 days) of a janitorial program is critically important in establishing trust with our partners and our partner's teams. As such, we have developed a transition process that ensures that work is performed at a high level, while gathering feedback frequently from our new partners. The following sections describe our implementation plan for the State of WV Bldg. #3 Project.

- **30 days prior to initial date of service**
 - **Hold kick-off meeting** – Meeting with State of WV and Top Notch representatives to review the implementation plan, answer questions, discuss expectations and location-specific schedules.
 - **Commence hiring process** - We will begin advertising in local markets, reviewing internal candidates, and reviewing existing applicants.
 - **Review available equipment and supplies** – We will begin gathering our equipment and supplies needed for the State of WV – Bldg. #3 and begin storing them in our warehouse. All cleaning equipment and cleaning supplies will be supplied by Top Notch.
- **Two weeks prior to initial date of service**
 - Continue recruiting and onboarding activities.
 - Load information into internal systems.
 - Confirm status of supplies and equipment.
 - Complete site-specific training materials.
 - Gather keys, access codes, etc. from the State of WV where applicable.
 - Complete first round of team member training, distribute uniforms, etc.
- **7 days prior to initial date of service**
 - Discuss with the State of WV's team to review progress of implementation plan. Determine any additional needs or receive any site-specific information from the State of WV.
 - Continue recruiting and onboarding activities.
 - Confirm status of supplies and equipment.
 - Complete second round of team member training, distribute uniforms, etc.
- **Start-up**

- In addition to the Top Notch team assigned to this project, we will also use various managerial team members throughout the company to assist during the weeks of initial start-up.
- Continue recruiting and onboarding activities, if necessary.
- Equipment moved into custodial closets (optimally this will be completed over the weekend prior to start-up).
- Team members will walk through the facilities to familiarize themselves with their work areas.
- Work will commence with additional team members to ensure that work is completed during the initial learning/ramp-up.
- **14 days after initial date of service**
 - Touch base with the State of WV's team to review progress.
 - Evaluate staffing/continue recruiting and onboarding activities.
- **30 days after initial date of service**
 - Touch base with the State of WV's team to review progress.
 - Evaluate staffing/continue recruiting and onboarding activities, if necessary.
 - Adjust work plans/route maps as needed.

QUALITY ASSURANCE

We deliver consistent, dependable, high-quality service to our clients through ongoing quality measurement and scheduled partnership meetings. Our desire is to establish a long-term relationship with the State of WV through providing quality work and ongoing, productive communication.

- **Quality Measurement/Inspection Reports** – We perform ongoing inspection reports in all our clients' facilities. Inspections are completed by our Quality Control Inspector (who is independent from our Operation's Team) on an unscheduled and scheduled basis. We prefer a representative of the client's team to accompany our manager during the scheduled inspections.
- **Partnership Meetings** – For projects/programs of this size and scope, we hold regular partnership meetings with our partners, no less than quarterly. These meetings allow us to discuss upcoming schedules (additional project scheduling, e.g. floor care services), discuss areas of concern and to offer suggestions for improving the performance of the program/project.

HIRING/TRAINING PROCESSES

We work diligently to recruit, train, and retain the best teams to work in our partners' facilities. The following provides highlights of our hiring and training processes.

- **Hiring Process**
 - **Applications** - Each potential team member must complete an online application which includes questions that help us to determine fit in our industry. The results of the

application provides the basis for determining a prospective team member's likelihood of success in a custodial position.

- **Interviews** – Applications are first interviewed via telephone and, upon successfully completing the telephone interview, are interviewed in-person. Telephone interviews also include an explanation of the job duties, location of the job site, type of company where the applicant would be working, and other information about our company.
- **Background Check** – Top Notch will conduct a background check on all applicants. *NOTE - Applicants are disqualified if they indicate any of the following: theft charges, most felony convictions within the last 5 years, and/or any history of assault, battery, and/or sexual related charges.*
- **Job Offer and Onboarding** - The candidate will confirm an understanding of the job description, physical requirements, location, wage, benefits, etc. Upon agreement of these items, an offer of employment is extended to the candidate and the onboarding process begins.
- **Training Process** – Top Notch's training process is designed to coach our team to work safely and efficiently, while maintaining a high level of quality. The following describes our training process. All portions of our training are conducted by the Operation Manager, Assistant Operations Manager, and/or Team Leader.
 - **Orientation** – New team members gain knowledge of Top Notch's history/culture, review the Personnel Policy Handbook, and learn how to use the telephone time recording system.
 - **Safety Training and Certification** – Top Notch's safety training and certification meets ISSA's Cleaning Industry Management Standard (CIMS) requirements. Each team member must pass a safety training examination before they may start working. We will incorporate any additional safety training required by the State of WV into this phase as well.
 - **General Office and Restroom Cleaning Techniques** – Top Notch utilizes both video and on-site training to assist team members in learning the basic techniques of cleaning office spaces, common areas, break areas, and restrooms. Once a team member has completed each video module, they will perform these functions in a "hands on" setting with a trainer for at least three full shifts, depending on their experience.
 - **Site Specific Training** – New team members receive specific orientation/training at our clients' facilities. Items discussed include: specific tasks/order of tasks, use of products and cleaners unique to the client, emergency/reporting procedures, and specific policies and guidelines of the client (dress, meals/breaks, entry/exit from the building). Each position will have a daily checklist of items to complete in a specified order.

TOP NOTCH INFORMATION

- **Business started** – 1986
- **Business structure** – Privately owned
- **Number of employees** – 100+ (all employed by Top Notch)

- **Segments served** – Manufacturing/Industrial, Corporate/Commercial, Automotive, Municipal/Governmental, Outpatient Medical, Schools, Warehousing/Distribution Centers, Retail, Religious Institutions
- **Services provided** – Base custodial services, hard surface floor restoration, carpet cleaning, post-construction cleaning, exterior window cleaning, pressure washing, overhead cleaning
- **Office Locations**
 - Southern West Virginia operations office – Daniels, WV
 - Central West Virginia operations office – Charleston, WV

References are available upon request.