



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

Request for Quotation

RFQ NUMBER
LOT470

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

LOTTERY COMMISSION
 900 PENNSYLVANIA AVE
 CHARLESTON, WV
 25302 304-558-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/02/2011				

BID OPENING DATE: 03/17/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-39		
<p>OPEN END CONTRACT</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR JANITORIAL SERVICES PER THE ATTACHED SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 2/24/2011 AT 10:30 AM IN THE LOBBY OF 900 PENNSYLVANIA AVENUE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE</p>						

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

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

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

INSTRUCTIONS TO BIDDERS

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



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<p>SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 2/28/2011 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p>						

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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.: LOT470</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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</p>						

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<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE COMPANY DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p>						

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RFQ. NO.:				LOT470		
BID OPENING DATE:				03/17/2011		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ LOT470 ***** TOTAL: _____						

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RFQ # LOT470 Janitorial Services

I. INTRODUCTION

The Lottery is seeking quotations for "full service" janitorial and cleaning services at Lottery headquarters purchased June 30, 2010, and located at 900 Pennsylvania Avenue, Charleston, West Virginia, to include labor, supervision, materials, equipment, and tools necessary to maintain the 13 story Class A office building in first class operating condition at all times. The 1st, 2nd, 7th, 8th, and 9th floors are currently occupied and consist of 45,866 square feet to be cleaned. The remaining floors are under renovation and will require cleaning at a future date.

The Building Owners and Managers Association International (BOMA) classifies office space into three categories: Class A, Class B, and Class C. According to BOMA, Class A office buildings have the "most prestigious buildings competing for premier office users with rents above average for the area." BOMA states that Class A facilities have "high quality standard finishes, state of the art systems, exceptional accessibility and a definite market presence."

II. GENERAL INFORMATION

The submission requirements for this RFQ are set forth below. A bid shall constitute an irrevocable offer for 60 business days (not counting Saturdays, Sundays, or holidays which fall on a weekday) following the deadline for its submission. Reference to a certain number of days in this RFQ shall mean business days unless otherwise specified.

III. EXPERIENCE

Vendor must have a minimum of three (3) years successful experience in cleaning and fully maintaining Class A office buildings. All bidders should submit with their bid evidence of the reliability, ability, and experience by furnishing the following minimum requirement:

- A. A list of personnel who will perform under the contract, showing the length and type of experience of such personnel.
 1. The Lottery requires and will perform a criminal background check for each employee, as well as the employees of all subcontractors, who will be required to enter the State of West Virginia office building as part of this project.
 2. The Lottery will not allow any vendor or subcontractor access to the building until the background checks are completed.

2. SPECIFIC INFORMATION

Equipment and Cleaning Supplies: The Vendor will provide environmentally safe cleaning products (waxes, strippers, cleaners) and all necessary tools, equipment, and brooms, mops, buckets, buffers and all other tools and supplies for the provision of janitorial services except disposable restroom supplies (toilet tissue, hand towels, soap) which will be provided by the Lottery.

Air Quality: Because indoor air quality protection is a concern for agencies, all vacuum cleaners will be of a type that can remove 99.97% of harmful particles, including dust, mold spores, and most microscopic respiratory irritants and allergens down to 1 micron. If disposable vacuum bags are used, they must be replaced in accordance with the manufacturer's directions once filled and cannot be re-used. All vacuums must meet or exceed the following requirements: 12 amp motors; a suction of 85 inches; and airflow of 100 cfm.

3. LOTTERY RESPONSIBILITIES:

Janitorial Specification Schedule: The Lottery will reproduce a copy of the Janitorial Specification Sheets provided herein for each month of the year; post the current month's sheets in a conspicuous location agreed upon by the Lottery and the Vendor. The Lottery will verify that janitorial services are performed as scheduled; rate services at the end of each month as either (S) Satisfactory or (U) Un-satisfactory; and contact the Vendor to discuss any deficiencies and actions necessary to correct any deficiencies. A written memo documenting the date of discussion, names of individuals involved, and specific concerns discussed will be attached to the Janitorial Specifications for the month concerned.

Janitorial Supplies: The Lottery shall provide a secure storage area on the premises to secure any janitorial supplies. No janitorial supplies furnished by the Lottery will be removed from the premises or used for any purpose but janitorial services provided to the premises. The Lottery will provide the following: disposable restroom supplies (toilet tissue, hand towels, soap). Lottery will contract outside window cleaning separately.

Housekeeping: The Lottery will follow good housekeeping practices, including proper disposal of open food and drink, toner cartridges, and any other items that may attract pests, damage Lottery property, or threaten health.

Recycling: Vendor will properly utilize the appropriate recycling receptacles provided by the Lottery.

4. VENDOR/CONTRACTOR RESPONSIBILITIES:

Janitorial Specification Schedule: Vendor is expected to adhere to the Janitorial Specification schedule as shown. Vendor will converse, on a monthly basis, with the Lottery to ensure that the agency is satisfied with the service level.

Safety and Health: Vendor shall comply with any and all Federal, State and Local Laws, codes, ordinances or rules that apply to janitorial cleaning service operations and to health and safety in the workplace. Safe and healthful practices shall be followed in performance of all work.

Energy and Utilities: The Vendor will require that unnecessary lights will be turned off except in areas where janitorial work is in progress and will be turned off upon completion of work. Safety lighting and code requirements may dictate that certain lighting be on at all times. To conserve energy, exterior doors and windows will not be opened unless necessary to perform janitorial work. Water supplies will be turned off except when needed and will not be left running unattended. Doors and windows will be closed and locked prior to janitorial staff departing the premises.

Hours of Work: Janitor services, except exterior work and work done on Saturdays, Sundays, and Holidays, shall be performed to completion only between the hours of 5:30 P.M. and 6 A.M. unless otherwise specified in writing, if circumstances warrant a temporary change, unless pre-approved by the designated Lottery contact(s). If normal scheduled services fall on a holiday, the services will be performed the following work night. On request, a responsible representative of the Vendor shall make be available during office hours for joint inspection of the premises, consultation and/or receipt of instructions.

Tools, equipment and supplies: Unless otherwise provided, the Vendor shall supply all necessary tools, equipment, and waxes, strippers, cleaners, brooms, mops, buckets, buffers and all other tools and supplies for the provision of janitorial services. Equipment must be professional/commercial grade and materials shall be first quality, shall give good service and shall give results satisfactory to the Lottery. The State encourages janitorial services to use micro fiber cleaning cloths, dust mops and wet mops. These tools often provide added cleaning power, collecting dirt and dust rather than just pushing it around. They can be washed and reused many times and reduce cleaning time. Micro fiber may also pick up bacteria where larger fibers cannot.

The Vendor will provide environmentally safe and biodegradable janitorial supplies. The Vendor will provide Material Safety Data Sheets (MSDS) for all janitorial supplies provided. An MSDS will be provided before each new product is introduced. At contract inception and at least annually thereafter, the Vendor will provide the Lottery an updated set of MSDS sheets used by janitorial staff. Where feasible, all cleaning supplies used within state facilities shall be environmentally safe. Only environmentally safe, biodegradable and low-VOC cleaning supplies approved by the Lottery shall be used.

The Lottery strongly recommends that the total number of cleaning supplies/chemicals be restricted to as few products as possible. Many environmentally safe products are suitable for a number of different cleaning needs. A smaller number of chemicals reduces the possibility of workers being exposed by possible harmful interactions of different chemicals, reduces the amount of chemical inventory on site, simplifies training of janitorial workers, and simplifies purchasing of janitorial supplies.

The Vendor will maintain neat and clean janitorial closets. This improves safety, makes inventory easier, helps eliminate old products no longer used and reduces the chances of unsafe product interactions.

Vendor will clean interior windows.

All janitorial cleaning supplies and/or chemicals to be used and/or stored on the premises must be pre-approved for use by the Lottery's designated contact, John Myers.

Vendor will maintain the following insurance coverage:

- A. Comprehensive General Liability for bodily injury, \$500,000.00 each occurrence and \$500,000.00 aggregate.
- B. Property damage (broad form) \$100,000.00 each occurrence and \$100,000.00 aggregate.
- C. Workmen's Compensation Insurance at statutory limit; and Employer's Liability, \$100,000.00 each accident.
- D. Two Million Dollar Umbrella Liability overriding the above underlying coverage(s), \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- E. Primary Commercial Blanket Bond in the amount of \$25,000.00, with rider protecting the Lottery as well as Vendor

Vendor shall perform its work under this agreement in a satisfactory manner and in accord with the intent of the specifications.

Lottery Information and Equipment: The Vendor shall prohibit janitorial service providers from moving and reading papers on desks, opening desk drawers and cabinets, and using telephones and office equipment provided for official business. The Vendor shall prohibit children and non-employees from being on the premises during the time janitorial services are being performed.

Vendor Performance: All work is to be performed completely and in a professional manner to the satisfaction of the Lottery. The Vendor will perform janitorial services in accordance with the specifications in the charts below. The Vendor will provide performance report forms at least monthly for the Lottery to complete. Vendor will provide Lottery a copy of completed reports.

Janitorial Specifications

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/ Unsatisfactory
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Month of: _____

1. Spot vacuum all carpeted areas and rugs.	1. Daily, as needed	5 X WEEK	S	U
2. Spot dust mop all uncarpeted floors.	2. Daily, as needed	5 X WEEK	S	U
3. Detail Vacuum or dust mop all uncarpeted floors. Vacuuming is to be done using appropriate floor tool. If dust mopping, use clean, treated dust mop or untreated micro fiber mop.	3. Per Schedule			
A. Reception, entrance, lobby areas	Per Schedule	5 X WEEK	S	U
B. General office area	Per Schedule	3 X WEEK	S	U
C. Lunchroom/coffee room area.	Per Schedule	3 X WEEK	S	U
D. Restroom areas	Per Schedule	1 X WEEK	S	U
E. Supply/mailroom area	Per Schedule	1 X WEEK	S	U
F. Stairways	Daily as needed	5 X WEEK	S	U
G. Hall areas	To Be Determined	TBD		
G. Other				
4. Detail vacuum all carpeted areas and rugs	4.			
A. Reception, entrance, lobby areas	Per Schedule	3 X WEEK	S	U
B. General office area	Per Schedule	1-2 X WEEK	S	U
C. Lunchroom/coffee room area	Per Schedule	5 X WEEK	S	U
D. Supply/mailroom area	Per Schedule	1 X WEEK	S	U
E. Stairway/hall area	Per Schedule	2 X WEEK	S	U
F. Other	To Be Determined	TBD		
5. Strip, seal and wax all tiled floors	5. Annually	1 X YEAR		
A. Reception, entrance, lobby areas	Per Schedule	Or more	S	U
B. General office area	Per Schedule	often, as	S	U
C. Lunchroom/coffee room area	Per Schedule	needed,	S	U
D. Restroom areas (employee/public)	Per Schedule	based on	S	U
E. Supply/mailroom area	Per Schedule	performance	S	U
F. Stairway/hall area	Per Schedule	ratings.	S	U
G. Other	To Be Determined	TBD	S	U
6. Machine scrub and top coat tiled floors	6. Per Schedule	2 X YEAR	S	U
A. Reception, entrance, lobby areas	Per Schedule	2 X YEAR	S	U
B. General office area	Per Schedule	2 X YEAR	S	U
C. Lunchroom/coffee room area	Per Schedule	2 X YEAR	S	U
D. Restroom areas (employee/public)	Per Schedule	2 X YEAR	S	U
E. Supply/mailroom area	Per Schedule	1 X YEAR	S	U
F. Stairway/hall area	Per Schedule	2 X YEAR	S	U
G. Other	To Be Determined	TBD	S	U

Janitorial Specifications

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/ Unsatisfactory
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Month of: _____

7. Maintain elevator floors using procedures for tile or carpeted floors as applicable. • Clean door grooves in elevators	7. As Above Per Schedule	As Above 5X WEEK	S U S U
8. Spot vacuum and/or wet mop carpet or rubber mats and runners	6. Daily as needed	5 X Week	S U
9. Spot damp mop all tiled floors	9. Daily, as needed	5 X WEEK	S U
10. Mop tiled floors A. Reception, entrance, lobby areas B. General office area C. Lunchroom/coffee room area D. Supply/mailroom area E. Stairway/hall area F. Other	10. Per Schedule Per Schedule Per Schedule Per Schedule Per Schedule As identified by Lottery Management	2 X WEEK 1 X WEEK 2 X WEEK 1 X WEEK 1 X WEEK TBD 1 X WEEK	S U S U S U S U S U S U S U
11. Dust all cleared horizontal surfaces within reach (Lottery to provide Vendor/Contractor with a schedule of areas to be detail dusted)	11. Per Schedule	4 X YEAR	S U
12. Dust all high ledges, including picture frames that require a ladder to reach	12. Per Schedule	5 X WEEK	S U
13. Spot clean finger marks, smudges, etc. from glass doors, glass partitions, wooden/metal doors, trim, light switches, walls, woodwork, etc.	13. Daily as needed	2-X YEAR	S U
14. Vacuum cloth-covered chairs and couches.	14. Per Schedule	2 X YEAR	S U
15. Clean all plastic or vinyl covered furniture such as chairs and couches.	15. Per Schedule	2 X YEAR	S U
16. Dust both horizontal and vertical Venetian blinds.	16. Per Schedule	1 X YEAR	S U
17. Dust/clean all light fixtures and ceiling vents.	17. Per Schedule	5 X WEEK	S U
18. Empty all waste receptacles and deposit in outside garbage cans/bins.	18. Daily	1 X WEEK	S U
19. Empty recycling containers	19. Per Schedule		

Janitorial Specifications

Day(s) or month(s) job to be performed	Maximum performance allowed	Performance rating: Satisfactory/ Unsatisfactory
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Month of: _____

<p>20. Restrooms:</p> <ul style="list-style-type: none"> • Clean/disinfect all toilet bowls & urinals. • Clean/wash basins and attached fixtures. • Clean all mirrors. • Sweep, damp mop & disinfect all restroom floors. • Detail clean sinks, urinals and toilets using control chemicals • Wash and disinfect toilet partition walls • Wash and disinfect restroom walls • Fill all toilet paper receptacles, paper towel receptacles, soap dispensers, etc. <p>Miscellaneous Job Performances</p> <p>21. Clean drinking fountains.</p> <p>22. Clean outer surfaces of vending machines.</p> <p>23. Wash interior side of windows.</p> <p>24. Clean lunchroom counter tops and table tops.</p> <p>25. Clean and disinfect inside and outside of all waste receptacles, including restroom receptacles.</p> <p>26. Vacuum/clean cloth/vinyl partitions.</p> <p>Exterior Job Performances</p> <p>27. Sweep all outside entrances, stairs and walkways.</p> <p>28. Police outside entrances, stairs, walkways to remove debris, picking up litter and debris within a 10-foot radius of the building.</p> <p>*Fluorescent tubes must be disposed of as a dangerous waste and will be handled by the Lottery.</p>	Daily	5 X WEEK	S	U
	Daily	5 X WEEK	S	U
	Daily	5 X WEEK	S	U
	Daily	5 X WEEK	S	U
	Per Schedule	1 X WEEK	S	U
	Per Schedule			
	Per Schedule	1X MONTH	S	U
	Daily	2 X YEAR	S	U
		5 X WEEK	S	U
	21. Daily	5 X WEEK	S	U
	22. Per Schedule	1X MONTH	S	U
	23. Per Schedule	5 X WEEK	S	U
	24. Daily	12 X YEAR	S	U
	25. Per Schedule		S	U
	26. Per Schedule	1 X YEAR	S	U
	27. Per Schedule	5 X WEEK	S	U
	28. Daily		S	U

LOT470 COST

The undersigned agrees to accept the terms of this agreement, and will charge as follows:

COST PER SQUARE FOOT	SQUARE FOOTAGE TO BE CLEANED	TOTAL COST PER MONTH
\$	45866 sq ft until renovations are complete	\$

Vendor will submit an invoice to the Lottery by the 5th of each month following the month of services rendered. Services will commence upon issuance of purchase order.

By my signature below I hereby attest that _____ possesses
(company name)

the expertise to warrant services provided and requested in this RFQ.

PRINT NAME

SIGNATURE

COMPANY

ADDRESS

CITY STATE ZIP CODE

DATE

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

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