



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

State of West Virginia  
**Master Agreement**

Order Date : 2014-07-23

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE BUYER.

Order Number : CMA 0212 0212 WVRFJAN14	Procurement Folder : 15304
Document Name : WVARFJAN14	Reason for Modification:
Document Description: WVARFJAN14	
Procurement Type : Statewide MA (Open End)	
Buyer Name : Tara Lyle	
Telephone : 3045582544	
Email: tara.l.lyle@wv.gov	
Shipping Method: Best Way	Effective Start Date : 2014-07-01
Free on Board : FOB Dest, Freight Prepaid	Effective End Date : 2015-06-30

VENDOR	DEPARTMENT CONTACT
WV ASSOC OF REHAB FACILITIES 400 ALLEN DR STE 100  CHARLESTON WV 25302  US Vendor Contact Phone : 304-342-2450 Extension : Discount Percentage : 0.0000 Discount Days : 30	Requestor Name : Frank Whittaker Requestor Phone: 3045582316 Requestor Email : frank.m.whittaker@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**Extended Description :**

The statewide contract covers janitorial services offered by non-profit workshops through the WV Association of Rehabilitation Facilities (WVARF) per the attached documentation.

AGENCY COPY

<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY : <i>[Signature]</i> DATE : 7/23/14 ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY : <i>[Signature]</i> DATE : <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY : <i>[Signature]</i> DATE : 7-25-14 ELECTRONIC SIGNATURE ON FILE
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Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	76110000			JOB	\$0.00

Description : Cleaning and janitorial services

Extended Description :

Total Order Amount	Open End
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WVRFJAN14	<b>Document Phase</b> Draft	<b>Document Description</b> WVARFJAN14	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  
  - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
  
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  
  - 2.8 **"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:** This Contract becomes effective on July 1, 2014

and extends for a period of one (1) year(s).

**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 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. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release 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.

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

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

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 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.
6. **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.
7. **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 a 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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**  
or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein 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.
- 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. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
for

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.
- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. 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.
- 15. 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.

- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) 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 submission of its bid 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.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.

- 25. 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.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.

- 34. 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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. 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.
- 36. 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.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.
- 38. [RESERVED]**
- 39. 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>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.
- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.
- 46. 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.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.

**50. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

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

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

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

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

- a. 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
- b. 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.

**53. 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.

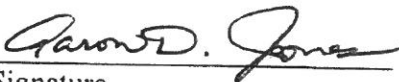


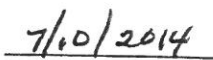
**Memorandum**

Date: July 10, 2014  
To: Executive Director, Aaron Jones  
From: Frank Whittaker  
State Purchasing  
Subject: WVARF Janitorial Contract

Attached are the terms for the new WVARF Janitorial Contract. If you are in agreement with these terms, please sign below and date along with the attached Purchasing Affidavit and return them to me. We intend this contract to be effective for a 1 year period beginning 07/01/2014, with the option for up to 36 additional months.

Thank you,

  
Signature

  
Date

# MASTER AGREEMENT

WVARFJAN14

## ORDERING INSTRUCTIONS

§5A-3-10(e) allows the Director of Purchasing, without competitive bidding, to purchase commodities and services offered for sale by nonprofit workshops.

§5A-3-2 establishes a central nonprofit agency approved by the Director of Rehabilitation Services for the purpose of coordinating purchases under the provisions of §5A-3-10 between the various “spending units” of the state and “nonprofit workshops.”

The Master Agreement covers janitorial services offered by nonprofit workshops through the West Virginia Association of Rehabilitation Facilities, Inc. (WVARF). The cost for all services provided under this contract are to be established under Legislative Rule §186-1 for the determination of fair market price.

### **The following procedure is to be utilized in establishing the Fair Market Price:**

1. WVARF is to submit a copy of the fair market price to the state spending unit.
2. The state spending unit is to notify WVARF of any objection within 10 (ten) working days.
3. Upon approval, by the spending unit, WVARF shall submit all costing information to the Governor’s Committee for the Purchase of Commodities and Services for the Handicapped for approval.
4. After approval of the fair market price by the Governor’s Committee, the state spending unit shall submit a CDO (Centralized Delivery Order) via wvOASIS, along with the WVARF Service agreement with all the aforementioned approvals.
5. The Director of Purchasing or his designee shall then review the fair market price and issue the CDO (Central Delivery Order), or return the requisition to the agency for further review. The CDO (Central Delivery Order) will be returned to the state spending unit and a copy will be forwarded to the vendor as authorization to begin services. No order is valid unless approved and encumbered by the Purchasing Division.



400 Allen Drive, Suite 100, Charleston, WV 25302  
Phone: 304-205-7970 • Fax: 304-205-7915 • www.wvarf.org

June 18, 2014

Mr. David Tincher, Director  
WV Department of Administration  
Division of Purchasing  
2019 Washington Street, East  
PO Box 50130  
Charleston, WV 25305-0130

Dear Mr. Tincher:

On June 18, 2014, the Committee for the Purchase of Commodities and Services from the Handicapped (referred to as the Committee) in accordance with section 5A-3a-4(d) of the code of West Virginia, and standards set forth in 186CSR1, met on the above date, and by majority vote approved the Fair Market Price for the attached janitorial contracts.

“3.1.3. To determine the fair market price of commodities or services, the Committee must give due consideration to the following factors:

- a. The cost of the commodities or services in similar quantities if purchased by the state from a qualified in-state vendor engaged in the business of selling or providing similar commodities or services as determined by the director;
- b. To the extent applicable, the amount paid by the State in any recent purchases of similar commodities or services in similar quantities, making due allowance for general inflationary or deflationary trends as determined by the director;
- c. The actual cost to the qualified vendor of manufacturing or providing the commodity or services; and
- d. The usual, customary, and reasonable costs of manufacturing, marketing, and distribution.

3.1.4. The Committee has a duty to ensure that employee wages be at least federal minimum wage. If a qualified vendor wishes to compensate an employee more than the federal minimum wage, a detailed explanation of why and how they determined the wage must be submitted to the CNA on the appropriate Committee approved form(s).

## WV ARF Janitorial

3.1.5 The Fair Market Price may include a reasonable charge for overhead and profit, however the charge may not be excessive or unreasonable.

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Since WVARF has been the sole sources for janitorial services for the last seventeen years, there was no way to compare the cost of these services to other qualified in-state vendors. Therefore, the Committee relied on information based on the ISSA standards. The first step in this process is to work with the state agency to determine the scope of work to be done. The scope of work details how often the following items are done (daily, weekly, monthly, quarterly, etc.):

- Dusting
- Cleaning glass doors and hardware
- Vacuuming walk off mats
- Sweeping
- Vacuuming floors
- Emptying trash
- Cleaning and disinfecting restroom fixtures, restocking and trash removal
- Spot vacuuming
- Damp mopping floors
- Spray buffing
- Damp mopping stairs
- Cleaning windows
- Cleaning and disinfecting water fountains
- Vacuuming upholstered furniture
- High level dusting
- Cleaning perimeter windows

The second step is to do a building/office space audit to determine:

- Square footage of the building
- Square footage of carpet, resilient or ceramic flooring in the area
- Number of windows
- Number of external and internal doors
- Number of restrooms and fixtures in them
- Number of elevators and the square footage
- Number of fountains
- Number of trash cans
- Number stairwells, stair width and length
- Number of walkout mats

Once these numbers are determined they are placed into a work loading spreadsheet developed from the ISSA standards which breaks down the total estimated time it will take to clean the building. This number is then used to figure direct and indirect labor costs and benefits. The cost of supplies is based upon past history of working in the building or one similar to it. Equipment is broken into major and minor equipment, depending on cost and usage and its useful life is based on its warranty or past experience using the equipment. Floor care such as carpet cleaning or stripping and waxing is based upon industrial standards.

Page Three  
Mr. David Tincher  
WVARF Janitorial Contract  
June 18, 2014

The Committee hereby approve an agreement between the State of West Virginia, and the West Virginia Association of Rehabilitation Facilities, Inc. (the designated Central Non-Profit Agency) for the named janitorial services "WVARFJAN14" at the fair market price per the attached WVARF-CNA Janitorial Activity Report. The fair market price for the attached janitorial contracts is herein established effective July 1, 2014.

A change order will be done to WVARFJAN14 at a later date for the janitorial contracts that are contingent upon State Agencies approval/disapproval.

The West Virginia Association of Rehabilitation Facilities, Inc. (Central Non-Profit Agency) will assign this project to Community Rehabilitation Programs approved by the Committee to provide the services required by this agreement.

If I can provide you with any further information, please do not hesitate to contact me at 304-558-4331 or via email at [cedric.a.greene@wv.gov](mailto:cedric.a.greene@wv.gov)

Sincerely,



Cedric Greene, Chairman  
Committee for the Purchase of Commodities and  
Services from the Handicapped

Enclosures: WVARFJAN14 Janitorial Contract

cc: Aaron Jones, Executive Director, WVARF  
Frank Whittaker, Purchasing Division  
Guy Nisbet, Purchasing Division

**WVARF**  
**CNA ACTIVITY**  
**FY 2014/2015**

Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	ABCA Warehouse	Nitro - Kanawha	\$ 8,608.08	\$ 8,706.36	1.14%
Monthly Janitorial Services	Barbers&Cosmetologists	Dunbar - Kanawha	\$ 1,419.00	\$ 1,392.96	1.84%-
Monthly Janitorial Services	BCSE DHHR Region 1	Morgantown - Child Support	\$ 8,001.48	\$ 8,025.96	0.31%
Monthly Janitorial Services	BCSE DHHR Region 1	White Hall Middletown Mall	\$ 8,600.04	\$ 8,635.20	0.41%
Monthly Janitorial Services	BCSE DHHR	Sutton - Child Support	\$ 8,204.40	\$ 6,110.04	25.53%-
Monthly Janitorial Services	Courthouse Authority	Charleston - Kanawha Co	\$ 1,592.28	\$ 1,592.28	0.00%
Monthly Janitorial Services	DD Council	Charleston - Kanawha Co	\$ 5,761.92	\$ 7,321.32	27.06%
Monthly Janitorial Services	DEP	Eikview - Kanawha	\$ 5,876.64	\$ 5,868.84	0.13%-
Monthly Janitorial Services	DEP	Teays Valley - Putnam	\$ 6,708.12	\$ 6,834.12	1.88%
Monthly Janitorial Services	DEP	Logan - Logan	\$ 27,293.04	\$ 27,593.76	1.10%
Monthly Janitorial Services	DEP	Welch - McDowell	\$ 8,570.76	\$ 8,416.56	1.80%-
Monthly Janitorial Services	DEP	Philippi (Rail Road St) - Barbour County	\$ 22,140.00	\$ 23,134.68	4.49%
Monthly Janitorial Services	DEP	Bridgeport (Main Street) - Harrison	\$ 11,509.80	\$ 11,826.12	2.75%
Monthly Janitorial Services	DEP	Oak Hill - Fayette County	\$ 49,825.08	\$ 50,823.12	2.00%
Monthly Janitorial Services	DHHR Region 2	Teays/Winfield - Putnam County	\$ 31,328.64	\$ 31,873.44	1.74%
Monthly Janitorial Services	DHHR	Winfield WIC - Putnam	\$ 3,375.96	\$ 3,410.40	1.02%
Monthly Janitorial Services	DHHR Region 1	Smithburg - Doddridge County	\$ 11,961.00	\$ 12,325.44	3.05%
Monthly Janitorial Services	DHHR Region 1	Moundsville - Marshall	\$ 22,847.52	\$ 26,008.40	13.84%
Monthly Janitorial Services	DHHR Region 1	New Martinsville - Wetzel Co	\$ 26,419.20	\$ 27,921.60	5.69%
Monthly Janitorial Services	DHHR Region 1	Glennville - Gilmer County	\$ 11,103.60	\$ 12,053.76	8.56%
Monthly Janitorial Services	DHHR Region 1	Clarksburg - Harrison	\$ 41,367.72	\$ 44,408.64	7.35%
Monthly Janitorial Services	DHHR Region 1	Wheeling	\$ 35,059.08	\$ 53,252.40	51.89%
Monthly Janitorial Services	DHHR Region 1 Call Center	Whitehall Middletown Mall, Fairmont - Marion C	\$ 10,654.08	\$ 10,542.72	1.05%-
Monthly Janitorial Services	DHHR Region 1 C&F	Whitehall Middletown Mall, Fairmont - Marion C	\$ 32,360.52	\$ 32,678.04	0.98%
Monthly Janitorial Services	DHHR Region 1 Regional Office	Whitehall Middletown Mall, Fairmont - Marlon C	\$ 9,034.80	\$ 7,938.00	12.14%-
Monthly Janitorial Services	DHHR Region 2	Charleston (W Washington St) - Kanawha	\$ 99,790.88	\$ 106,628.24	6.85%
Monthly Janitorial Services	DHHR Region 2	Charleston (Diamond Building) - Kanawha	\$ 387,919.20	\$ 387,919.20	0.00%
Monthly Janitorial Services	DHHR Region 2	Wayne - Wayne County	\$ 24,781.44	\$ 29,397.72	18.63%
Monthly Janitorial Services	DHHR Region 2	Hamlin - Lincoln County	\$ 52,415.16	\$ 32,295.12	38.39%-
Monthly Janitorial Services	DHHR Region 2	Pt Pleasant - Mason County	\$ 19,174.80	\$ 19,639.44	2.42%
Monthly Janitorial Services	DHHR Region 2	Danville - Boone County	\$ 25,808.76	\$ 26,496.48	2.66%
Monthly Janitorial Services	DHHR Region 3	Weston - Lewis County	\$ 35,813.52	\$ 37,443.84	4.55%
Monthly Janitorial Services	DHHR Region 3	Elkins - Randolph County	\$ 34,402.80	\$ 35,267.88	2.51%
Monthly Janitorial Services	DHHR Region 3	Philippi - Barbour County	\$ 71,507.04	\$ 71,103.96	0.56%-

**WVARF**  
**CNA ACTIVITY**  
**FY 2014/2015**

Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	DHHR Region 3	Parsons - Tucker County	\$ 3,515.16	\$ 4,209.12	19.74%
Monthly Janitorial Services	DHHR Region 3	Martinsburg - Berkeley County	\$ 51,807.80	\$ 72,457.20	39.59%
Monthly Janitorial Services	DHHR Region 3	Petersburg - Grant County	\$ 16,263.96	\$ 22,362.96	37.50%
Monthly Janitorial Services	DHHR Region 3	Romney - Hampshire County	\$ 20,452.08	\$ 20,531.76	0.39%
Monthly Janitorial Services	DHHR Region 3	Berkeley Springs - Morgan County	\$ 11,022.72	\$ 13,007.40	18.01%
Monthly Janitorial Services	DHHR Region 3	Keyser - Mineral County	\$ 19,994.76	\$ 20,637.84	3.22%
Monthly Janitorial Services	DHHR Region 3	Moorefield - Hardy County	\$ 24,048.48	\$ 24,314.28	1.11%
Monthly Janitorial Services	DHHR Region 3	Kingwood - Preston County	\$ 19,208.88	\$ 23,726.40	23.52%
Monthly Janitorial Services	DHHR Region 4	Lewisburg - Greenbrier	\$ 44,449.20	\$ 48,591.24	9.32%
Monthly Janitorial Services	DHHR Region 4	Marlinton - Pocahontas County	\$ 8,100.12	\$ 8,309.04	2.58%
Monthly Janitorial Services	DHHR Region 4	Hinton - Summers	\$ 13,414.08	\$ 13,699.80	2.13%
Monthly Janitorial Services	DHHR Region 4	Pineville - Wyoming	\$ 22,941.48	\$ 22,975.56	0.15%
Monthly Janitorial Services	DHHR Region 4	McDowell - Welch	\$ 33,082.80	\$ 33,797.88	2.16%
Monthly Janitorial Services	DHHR Region 4	Webster Springs - Webster	\$ 13,417.80	\$ 13,755.36	2.52%
Monthly Janitorial Services	DHHR Region 4	Clay - Clay County	\$ 12,778.44	\$ 13,068.72	2.27%
Monthly Janitorial Services	DHHR Region 4	Summersville - Nicholas County	\$ -	\$ 35,919.72	
Monthly Janitorial Services	DHHR Region 4	Union - Monroe	\$ 6,295.80	\$ 6,634.68	5.38%
Monthly Janitorial Services	DMV	Hansford St Charleston	\$ 6,984.12	\$ 7,109.76	1.80%
Monthly Janitorial Services	DMV	Winfield - Teays Valley - Hurricane	\$ 16,411.32	\$ 16,967.04	3.39%
Monthly Janitorial Services	DMV	Beckley - Raleigh County	\$ 60,804.00	\$ 61,973.16	1.92%
Monthly Janitorial Services	DMV	Huntington - Cabell	\$ 14,913.96	\$ 14,483.28	2.89%-
Monthly Janitorial Services	DMV	Logan - Logan	\$ 14,567.40	\$ 15,070.68	3.45%
Monthly Janitorial Services	DMV	Elkins	\$ 16,777.92	\$ 16,814.52	0.22%
Monthly Janitorial Services	DMV	Bridgeport	\$ 15,664.56	\$ 16,614.60	6.06%
Monthly Janitorial Services	DMV	Martinsburg	\$ 22,770.60	\$ 23,236.68	2.05%
Monthly Janitorial Services	DMV	Summersville - Nicholas County	\$ 15,978.48	\$ 16,262.04	1.77%
Monthly Janitorial Services	DMV	Parkersburg - Wood County	\$ 18,628.80	\$ 18,664.44	0.19%
Monthly Janitorial Services	DMV	Kanawha Mall Branch Office	\$ 30,081.12	\$ 30,619.44	1.79%
Monthly Janitorial Services	DMV	Kanawha Mall Service Center	\$ 132,044.28	\$ 132,044.28	0.00%
Monthly Janitorial Services	DNR	McClintic	\$ 3,201.12	\$ 3,201.12	0.00%
Monthly Janitorial Services	DNR	Huntington Apple Grove	\$ 3,243.24	\$ 3,152.04	2.81%-
Monthly Janitorial Services	DNR	Beckley	\$ 11,187.00	\$ 11,192.64	0.05%
Monthly Janitorial Services	DNR	French Creek	\$ 16,125.60	\$ 15,703.68	2.62%-
Monthly Janitorial Services	DNR	Parkersburg - Wood	\$ 6,201.00	\$ 6,406.56	3.31%

**WVARF  
CNA ACTIVITY  
FY 2014/2015**

Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	DOC	Martinsburg	\$ 1,630.20	\$ 1,609.80	1.25%-
Monthly Janitorial Services	DOE	Warehouse Venable Avenue Charleston		\$ 2,119.68	
Monthly Janitorial Services	DOH District 1	Charleston Smith Street HQ	\$ 112,556.64	\$ 113,504.16	0.84%
Monthly Janitorial Services	DOH District 1	Charleston Dry Branch Materials Bldg	\$ 82,222.44	\$ 82,567.80	0.42%
Monthly Janitorial Services	DOH District 1	Charleston Dry Branch Sign Shop	\$ 10,461.00	\$ 10,677.48	2.07%
Monthly Janitorial Services	DOH District 10	Princeton (Dist Office) - Mercer County	\$ 15,557.64	\$ 15,922.80	2.35%
Monthly Janitorial Services	DOH District 10	Princeton (Interstate Bldg) - Mercer County	\$ 8,565.12	\$ 8,184.12	4.45%-
Monthly Janitorial Services	DOH District 10	Princeton (Head Quarters) - Mercer County	\$ 98,037.48	\$ 98,039.28	0.00%
Monthly Janitorial Services	DOH District 10	Havaco - McDowell County	\$ 17,010.36	\$ 17,123.04	0.66%
Monthly Janitorial Services	DOH District 10	Pineville - Wyoming County	\$ 11,013.72	\$ 11,601.96	5.34%
Monthly Janitorial Services	DOH District 2	Huntington (Head Quarters) - Cabell County	\$ 103,389.84	\$ 108,212.16	4.66%
Monthly Janitorial Services	DOH District 2	Huntington (Warehouse) - Cabell County	\$ 5,334.12	\$ 4,955.16	7.10%-
Monthly Janitorial Services	DOH District 4	Morgantown - Monongalia County	\$ 8,069.76	\$ 7,793.88	3.42%-
Monthly Janitorial Services	DOH District 4	Bridgeport (Head Quarters) - Harrison County	\$ 71,412.72	\$ 71,440.32	0.04%
Monthly Janitorial Services	DOH District 4	Mannington - Marion County	\$ 2,140.56	\$ 2,149.92	0.44%
Monthly Janitorial Services	DOH District 4	Fairmont - Marion County	\$ 5,375.88	\$ 5,379.36	0.06%
Monthly Janitorial Services	DOH District 4	Fairmont (Material Lab) - Marion	\$ 6,653.40	\$ 6,643.08	0.16%-
Monthly Janitorial Services	DOH District 5	Moorefield (Office) - Hardy County	\$ 13,275.84	\$ 13,989.36	5.37%
Monthly Janitorial Services	DOH District 5	Moorefield (Trailer) - Hardy County	\$ 4,081.32	\$ 3,201.84	21.55%-
Monthly Janitorial Services	DOH District 5	Burlington (4 Trailer Contract)	\$ 3,247.68	\$ 3,633.72	11.89%
Monthly Janitorial Services	DOH District 5	Burlington (Headquarters)	\$ 59,033.04	\$ 45,320.52	23.23%-
Monthly Janitorial Services	DOH District 5	Martinsburg - Berkeley County	\$ 11,208.12	\$ 11,328.36	1.07%
Monthly Janitorial Services	DOH District 5	Martinsburg (Engineer Office)	\$ 4,020.60	\$ 3,315.12	17.55%-
Monthly Janitorial Services	DOH District 5	New Creek - Mineral County	\$ 3,417.24	\$ 3,397.20	0.59%-
Monthly Janitorial Services	DOH District 5	Romney - Hampshire County	\$ 9,162.12	\$ 8,675.16	5.31%-
Monthly Janitorial Services	DOH District 5	Petersburg - Grant County	\$ 7,835.64	\$ 7,618.08	2.78%-
Monthly Janitorial Services	DOH District 5	Kearneysville (Headquarters) - Jefferson Coun	\$ 6,268.32	\$ 6,817.80	8.77%
Monthly Janitorial Services	DOH District 7	Webster Springs - Webster County	\$ 3,559.44	\$ 3,244.44	8.85%-
Monthly Janitorial Services	DOH District 7	Buckhannon (Equipment) - Upshur Co	\$ 20,325.48	\$ 20,830.68	2.49%
Monthly Janitorial Services	DOH District 7	Buckhannon (Office) - Upshur County	\$ 8,965.92	\$ 8,349.48	6.88%-
Monthly Janitorial Services	DOH District 7	Buckhannon (US 33 Office) - Upshur County	\$ 2,514.00	\$ 2,619.60	4.20%
Monthly Janitorial Services	DOH District 7	Weston (Material Lab Sign Shop)	\$ 12,045.24	\$ 12,106.56	0.51%
Monthly Janitorial Services	DOH District 7	Weston - Lewis County	\$ 4,431.48	\$ 4,073.28	8.08%-
Monthly Janitorial Services	DOH District 7	Heaters (US-19) - Braxton County	\$ 2,798.16	\$ 2,576.28	7.93%-



**WVARF  
CNA ACTIVITY  
FY 2014/2015**

Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	DOH District 7	Weston (Headquarters)	\$ 61,989.72	\$ 56,441.28	8.95%-
Monthly Janitorial Services	DOH District 7	Glenville - Gilmer County	\$ 12,692.52	\$ 12,544.56	1.17%-
Monthly Janitorial Services	DOH District 7	Weston (Maintenance Dis Force)	\$ 5,892.36	\$ 6,090.12	3.36%
Monthly Janitorial Services	DOH District 7	Coonknob (I-79 Office) - Sutton	\$ 4,842.24	\$ 4,851.72	0.20%
Monthly Janitorial Services	DOH District 7	Burnsville (I-79 Office)	\$ 7,846.56	\$ 7,679.40	2.13%-
Monthly Janitorial Services	DOH District 7	Braxton (County Office)	\$ 10,515.24	\$ 10,656.84	1.35%
Monthly Janitorial Services	DOH District 7	Philippi (Headquarters) - Barbour County	\$ 4,720.80	\$ 4,651.68	1.46%-
Monthly Janitorial Services	DOH District 9	Harts Run (Materials Building)	\$ 3,372.48	\$ 3,501.48	3.83%
Monthly Janitorial Services	DOH District 9	Lewisburg (Equipment Shop)	\$ 4,443.12	\$ 4,571.76	2.90%
Monthly Janitorial Services	DOH District 9	Lewisburg (Office) - Greenbrier County	\$ 13,674.48	\$ 13,827.12	1.12%
Monthly Janitorial Services	DOH District 9	Harts Run (1-64) Lewisburg	\$ 3,282.00	\$ 3,381.60	3.03%
Monthly Janitorial Services	DOH District 9	Union (County Office) - Monroe County	\$ 5,772.84	\$ 5,879.04	1.84%
Monthly Janitorial Services	DOH District 9	Peterstown (Substation) - Monroe County	\$ 2,885.04	\$ 2,600.28	9.87%-
Monthly Janitorial Services	DOH District 9	Hinton - Summers County	\$ 7,375.92	\$ 7,536.96	2.18%
Monthly Janitorial Services	DOH District 9	Lewisburg (Storage Bldg)	\$ 1,736.04	\$ 1,781.04	2.59%
Monthly Janitorial Services	DOH District 9	Oak Hill - Fayette County	\$ 14,503.32	\$ 14,719.68	1.49%
Monthly Janitorial Services	DRS	Lewisburg	\$ 7,404.72	\$ 7,522.08	1.58%
Monthly Janitorial Services	DRS District 4	Oak Hill - Fayette County	\$ 8,471.64	\$ 7,956.84	6.08%-
Monthly Janitorial Services	DRS	Pt Pleasant	\$ 4,763.04	\$ 4,070.40	14.54%-
Monthly Janitorial Services	DRS	Mullens	\$ 3,099.12	\$ 2,699.64	12.89%-
Monthly Janitorial Services	DRS District 2	Weston - Lewis County	\$ 5,172.96	\$ 3,847.08	25.63%-
Monthly Janitorial Services	DRS District 1	Spencer - Roane County	\$ 7,633.56	\$ 6,952.20	8.93%-
Monthly Janitorial Services	DRS District 3	Sistersville - Tyler County	\$ 3,536.64	\$ 3,486.12	1.43%-
Monthly Janitorial Services	DRS District 2	Harrison	\$ 16,058.40	\$ 16,071.72	0.08%
Monthly Janitorial Services	DRS	Elkins	\$ 12,165.96	\$ 10,295.52	15.37%-
Monthly Janitorial Services	DRS	Keyser	\$ 10,760.64	\$ 9,977.52	7.28%-
Monthly Janitorial Services	DRS	Martinsburg	\$ 17,938.32	\$ 18,540.84	3.36%
Monthly Janitorial Services	DRS	Moorefield	\$ 15,058.32	\$ 13,540.32	10.08%-
Monthly Janitorial Services	DRS	Romney	\$ 9,324.84	\$ 9,141.60	1.97%-
Monthly Janitorial Services	DRS	Morgantown	\$ 10,648.44	\$ 10,976.64	3.08%
Monthly Janitorial Services	Educational Broadcasting Authority	Beaver - Raleigh County		\$ 6,587.04	
Monthly Janitorial Services	Education Warehouse	Kanawha City	\$ 1,940.40	\$ 2,119.68	9.24%
Monthly Janitorial Services	Education - Performance Audits	Kanawha City	\$ 7,840.68	\$ 8,135.52	3.76%
Monthly Janitorial Services	Enterprise Resource Planning Bd	Charleston - Kanawha Co	\$ 29,907.00	\$ 36,321.60	21.45%

**WVARF  
CNA ACTIVITY  
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Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	General Services Bldg 4	Capitol Complex Building 4	\$ 126,529.20	\$ 126,716.04	0.15%
Monthly Janitorial Services	General Services Bldg 5	Capitol Complex Building 5	\$ 322,322.52	\$ 333,010.92	3.32%
Monthly Janitorial Services	General Services Bldg 6	Capitol Complex Building 6	\$ 177,705.60	\$ 185,723.52	4.51%
Monthly Janitorial Services	General Services Bldg 7	Capitol Complex Conf Ctr Building 7	\$ 34,558.68	\$ 36,297.96	5.03%
Monthly Janitorial Services	General Services Bldg 15	Capitol Complex Building 15	\$ 16,089.12	\$ 17,407.32	8.19%
Monthly Janitorial Services	General Services Bldg 33	Capitol Complex Mail Building 33	\$ 5,436.96	\$ 5,699.52	4.83%
Monthly Janitorial Services	General Services Bldg 74	Building 74 S. Charleston	\$ 61,337.88	\$ 70,737.36	15.32%
Monthly Janitorial Services	General Services Bldg 86	Charleston Building 86 Greenbrooke	\$ 79,439.04	\$ 86,964.84	9.47%
Monthly Janitorial Services	General Services Bldg 1	Main Capitol Complex Bldg 1	\$ 267,705.00	\$ 276,209.52	3.18%
Monthly Janitorial Services	General Services Bldg 17	Capitol Complex Building 17	\$ 18,017.28	\$ 18,505.20	2.71%
Monthly Janitorial Services	General Services Bldg 16	WV Public Employee Daycare Bldg 16	\$ 14,677.80	\$ 15,447.00	5.24%
Monthly Janitorial Services	General Services Bldg 36	One Davis Square Bldg 36	\$ 140,945.88	\$ 146,075.40	3.64%
Monthly Janitorial Services	General Services Bldg 23	Beckley - Raleigh Co - Bldg 23	\$ 74,153.76	\$ 75,754.08	2.16%
Monthly Janitorial Services	General Services Bldg 32	Huntington Bldg 32	\$ 141,930.84	\$ 149,140.80	5.08%
Monthly Janitorial Services	General Services Bldg 55	Logan Building 55	\$ 65,035.20	\$ 67,825.20	4.29%
Monthly Janitorial Services	General Services Bldg 37	DEP PEIA Bldg 37	\$ 275,388.24	\$ 272,148.12	1.18%-
Monthly Janitorial Services	General Services Bldg 97	DHHR Williamson Bldg 97	\$ 33,803.76	\$ 34,681.80	2.60%
Monthly Janitorial Services	General Services Bldg 34	Weirton- Hancock Co - Bldg 34	\$ 70,551.96	\$ 64,918.92	7.98%-
Monthly Janitorial Services	General Services Bldg 25	Parkersburg - Wood - Bldg 25	\$ 84,659.28	\$ 91,680.60	8.29%
Monthly Janitorial Services	General Services Bldg 88	Charleston Cornerstone Bldg 88	\$ 21,087.72	\$ 24,550.92	16.42%
Monthly Janitorial Services	Geological Survey	Morgantown - Monongalia	\$ 4,440.24	\$ 4,444.20	0.09%
Monthly Janitorial Services	Homeland Security Emergency Services	Charleston Capitol Complex	\$ 2,220.84	\$ 2,268.60	2.15%
Monthly Janitorial Services	Insurance Commission	Beckley	\$ 10,806.60	\$ 10,342.92	4.29%-
Monthly Janitorial Services	Insurance Commission	Big Chimney	\$ 9,841.20	\$ 9,811.32	0.30%-
Monthly Janitorial Services	Insurance Commission	Martinsburg	\$ 2,560.08	\$ 2,526.84	1.30%-
Monthly Janitorial Services	Lottery Commission	Charleston	\$ 198,484.68	\$ 198,484.68	0.00%
Monthly Janitorial Services	Medical Examiners	Charleston	\$ 38,811.24	\$ 41,284.32	6.37%
Monthly Janitorial Services	Miners Health & Safety	Danville - Boone County	\$ 5,571.48	\$ 4,882.56	12.37%-
Monthly Janitorial Services	Miners Health & Safety	Welch	\$ 4,828.08	\$ 4,726.32	2.11%-
Monthly Janitorial Services	Miners Health & Safety	Oak Hill - Fayette County	\$ 8,026.32	\$ 8,241.96	2.69%
Monthly Janitorial Services	Miners Health Safety	Westover WV	\$ 3,023.16	\$ 3,343.08	10.58%
Monthly Janitorial Services	Parkway Authority	Charleston (Administration)	\$ 21,459.77	\$ 21,423.72	0.17%-
Monthly Janitorial Services	Parkway Authority	1-77 Welcome Center Princeton	\$ 150,405.60	\$ 150,152.88	0.17%-
Monthly Janitorial Services	Parkway Authority	69 Mile Marker	\$ 124,752.96	\$ 124,543.32	0.17%-

**WVARF  
CNA ACTIVITY  
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Services	Line Description	Location	FY 2012/2013 Annual Amount	FY 2014/2015 Annual Amount	% Change Over FY 2012/2013
Monthly Janitorial Services	Public Service Comm	Charleston	\$ 80,114.04	\$ 81,275.76	1.45%
Monthly Janitorial Services	Rest Area	1-64 Hurricane	\$ 273,961.16	\$ 273,500.63	0.17%-
Monthly Janitorial Services	Rest Area	Servia I-79 North & South	\$ 275,813.66	\$ 275,350.01	0.17%-
Monthly Janitorial Services	Rest Area	Preston	\$ 188,787.25	\$ 188,469.84	0.17%-
Monthly Janitorial Services	Rest Area	Valley Grove I-70 West with Welcome Center	\$ 152,044.84	\$ 151,789.20	0.17%-
Monthly Janitorial Services	Rest Area	Morgantown I-79 South with Welcome Center	\$ 168,135.24	\$ 167,852.64	0.17%-
Monthly Janitorial Services	Rest Area	Meadowbrook I-79 South & North	\$ 321,945.00	\$ 321,403.80	0.17%-
Monthly Janitorial Services	Rest Area	Burnsville	\$ 310,656.00	\$ 310,133.76	0.17%-
Monthly Janitorial Services	Rest Area	Williamstown I-77 Welcome Center	\$ 135,386.41	\$ 135,158.88	0.17%-
Monthly Janitorial Services	Rest Area	Ctr	\$ 264,098.14	\$ 263,654.16	0.17%-
Monthly Janitorial Services	Rest Area	Marlow/Bunker Hill	\$ 402,589.68	\$ 401,912.88	0.17%-
Monthly Janitorial Services	Rest Area	Huntington I-64 East	\$ 155,752.20	\$ 155,490.36	0.17%-
Monthly Janitorial Services	Rest Area 1-64	Lewisburg	\$ 150,761.76	\$ 150,508.32	0.17%-
Monthly Janitorial Services	Retirement Board	Charleston	\$ 34,925.64	\$ 34,158.60	2.20%-
Monthly Janitorial Services	School Board Authority	Charleston	\$ 7,341.72	\$ 7,378.92	0.51%
Monthly Janitorial Services	Senior Services	Charleston	\$ 6,201.60	\$ 7,883.88	27.13%
Monthly Janitorial Services	State Attorney General	Martinsburg	\$ 4,973.52	\$ 5,044.56	1.43%
Monthly Janitorial Services	State Auditor	Charleston	\$ 7,278.36	\$ 8,474.64	16.44%
Monthly Janitorial Services	State Auditor	Capitol	\$ -	\$ 7,215.36	
Monthly Janitorial Services	State Auditor	Malden (Warehouse)	\$ -	\$ 1,992.24	
Monthly Janitorial Services	State Surplus	Dunbar	\$ 15,554.76	\$ 16,083.48	3.40%
Monthly Janitorial Services	State Treasurers Office	Morgantown - Monongalia County	\$ 1,659.36	\$ 1,659.36	0.00%
Monthly Janitorial Services	State Treasurers Office	Charleston 2012 Quarrier Street	\$ 1,730.28	\$ 1,782.84	3.04%
Monthly Janitorial Services	Tax & Revenue	Charleston Lee Street	\$ 103,794.24	\$ 105,259.44	1.41%
Monthly Janitorial Services	Tax & Revenue	Martinsburg	\$ 6,961.20	\$ 7,067.04	1.52%
Monthly Janitorial Services	Veterans Assistance	Charleston	\$ 1,904.16	\$ 1,913.52	0.49%
Monthly Janitorial Services	Workforce	Morgantown - Monongalia	\$ 14,219.40	\$ 14,637.96	2.94%
Monthly Janitorial Services	Workforce	Parkersburg - Wood County	\$ 22,793.64	\$ 23,496.00	3.08%
Monthly Janitorial Services	Workforce	Pt Pleasant	\$ 5,016.60	\$ 4,362.12	13.05%-
Monthly Janitorial Services	Workforce	Moorefield	\$ 8,994.12	\$ 8,678.04	3.51%-
Monthly Janitorial Services	Workforce	Elkins	\$ 14,349.96	\$ 13,671.60	4.73%-
Monthly Janitorial Services	WV Rail Authority	Moorefield	\$ 6,910.56	\$ 6,765.24	2.10%-