



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

# Purchase Order

PURCHASE ORDER NO.  
 WVRFJAN12

PAGE  
 1

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

INVOICE TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

VENDOR

\*709052549      304-205-7970  
 WV ASSOC OF REHAB FACILITIES  
 400 ALLEN DR  
  
 CHARLESTON WV 25302

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
07/20/2012		NET 30		550633886			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	08/01/2012		910-39				
	JANITORIAL SERVICES		OPEN-END				
			STATEWIDE CONTRACT				
<p>THIS STATEWIDE CONTRACT COVERS JANITORIAL SERVICES OFFERED BY NON-PROFIT WORKSHOPS THROUGH THE WV ASSOCIATION OF REHABILITATION FACILITIES (WVARF) PER THE ATTACHED DOCUMENTATION.</p> <p>*****            ORDERING PROCEDURES: SPENDING UNIT(S) SHALL ISSUE A WRITTEN EQUIPMENT CONTRACT ORDER (FORM NUMBER WV-35) FOR SERVICES COVERED BY THIS CONTRACT.</p> <p>THE ORIGINAL WV-35 MUST BE SENT TO THE PURCHASING DIVISION ALONG WITH THE SIGNED WVARF SERVICE AGREEMENT AND APPROVAL BY THE GOVERNORS COMMITTEE. THE PURCHASE ORDER WILL BE RETURNED TO THE SPENDING UNIT AND ONE COPY FORWARDED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT.</p> <p>NO ORDER IS VALID UNLESS APPROVED AND ENCUMBERED</p>							
						PURCHASING DIVISION CERTIFIED ENCUMBERED  JUL 26 2012 	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END  
 TOTAL

APPROVED FOR  
 FISCAL YEAR

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY Guy Nisbet 304-558-8802  
 07/23/12  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
	BY THE PURCHASING DIVISION.						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**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  
August 01, 2012  
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 must be submitted to the Purchasing Division Director 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 two (2) successive one (1) year periods. 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.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- 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 for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- 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:

- | | **Commercial General Liability Insurance:**  
\$1,000,000.00 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.

| West Virginia Contractors License

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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 \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_. 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, WOMAN-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, woman-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. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 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 may 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.

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.

**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.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: WV Association of Rehab Facilities

Contractor's License No. \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor



- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.



EARL RAY TOMBLIN  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROSS TAYLOR  
ACTING CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

### Memorandum

Date: July 17, 2012  
To: Mary Jones  
From: Guy Nisbet  
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 are trying to make this contract effective 8/1/12. So please return this as soon as possible.

Thank you

Signature

A handwritten signature in black ink, appearing to be "G. Nisbet", written over a horizontal line.

Date

7/17/12

**STATEWIDE CONTRACT  
JANITORIAL SERVICES**

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

§5A-3A-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 "non-profit workshops."

This statewide contract covers janitorial services offered by non-profit workshops through the West Virginia Association of Rehabilitation Facilities (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 spending unit is to notify WVARF of any objection within ten (10) 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 spending unit shall submit a WV-35, Purchasing Requisition, 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 purchase order or return the requisition to the agency for further review.



State of West Virginia  
 Governor's Committee for the Purchase of  
 Commodities & Services from the Handicapped

July 13, 2012

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 13, 2012, the Committee for the Purchase of Commodities and Services from the Handicapped (Committee) approved the Fair Market Price of all current janitorial contracts in accordance with and the standards set forth in 186CSR1:

"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).

1900 Kanawha Boulevard, East Building 1, Room E-119 Charleston, West Virginia 25305 - 304-558-4331 - Fax: 304-558-2999

Earl Ray Tomblin, Governor  
 Ross Taylor, Cabinet Secretary  
 Cedric A. Greene, Chairperson  
 Michael Sheets, Committee Executive Secretary

Philip Mason, Member  
 Brenda Bates, Member  
 Jan Smith, Member  
 Everette Sullivan, Member

## 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.

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  
WV ARF Janitorial  
July 13, 2012

At this time, I am requesting that a new statewide janitorial contract entitled "**Janitorial Services**" be implemented on August 1, 2012.

I am enclosing a summary spreadsheet, which shows the previous contract amount, the new contract amount and the percentage of difference.

If I can provide you with any further information, please do not hesitate to contact me at 304-558-1783 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

cc: WV ARF – Executive Director

Guy Nisbet, Purchasing Division

## STATEWIDE CONTRACT JANITORIAL SERVICES

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

§5A-3A-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 Statewide Contract covers janitorial services offered by nonprofit workshops through the West Virginia Association of Rehabilitation Facilities, Inc. ( WV ARF ). 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. WV ARF is to submit a copy of the fair market price to the state spending unit.
2. The state spending unit is to notify WV ARF of any objection within ten (10) working days.
3. Upon approval, by the spending unit, WV ARF 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 WV-35, Purchasing Requisition along with the WV ARF 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 purchase order, or return the requisition to the agency for further review.

WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	ABCA Warehouse	Nitro	\$ 8,608.08	\$ 8,448.60	1.89%
Monthly Janitorial Services	Bureau of Childsupport Enfmnt.	Morgantown	\$ 7,863.00	\$ 7,863.00	0.00%
Monthly Janitorial Services	Bureau of Childsupport Enfmnt.	Fairmont, Middletown Mall	\$ 7,978.68	\$ 7,978.68	0.00%
Monthly Janitorial Services	Bureau of Childsupport Enfmnt.	Sutton	\$ 8,204.40	\$ 8,204.40	0.00%
Monthly Janitorial Services	Bureau of Employment Prog.	Logan	\$ 7,241.28	\$ 7,203.24	0.53%
Monthly Janitorial Services	Bureau of Employment Prog.	Morgantown	\$ 14,219.40	\$ 14,161.92	0.41%
Monthly Janitorial Services	Bureau of Employment Prog.	Parkersburg	\$ 22,793.64	\$ 22,793.64	0.00%
Monthly Janitorial Services	Courthouse Authority	Charleston	\$ 1,590.24	\$ 1,441.20	10.34%
Monthly Janitorial Services	DD Council	Charleston	\$ 5,761.92	\$ 5,324.64	8.21%
Monthly Janitorial Services	Dept of Environmental Protect.	Elkview	\$ 5,876.64	\$ 5,722.92	2.69%
Monthly Janitorial Services	Dept of Environmental Protect.	Teays Valley	\$ 6,708.12	\$ 5,725.56	17.16%
Monthly Janitorial Services	Dept of Environmental Protect.	Kanawha City	\$ 275,388.24	\$ 379,344.84	27.40%
Monthly Janitorial Services	Dept of Environmental Protect.	Logan	\$ 27,293.04	\$ 26,644.08	2.44%
Monthly Janitorial Services	Dept of Environmental Protect.	Welch	\$ 8,570.76	\$ 8,393.64	2.11%
Monthly Janitorial Services	Dept of Environmental Protect.	Philippi, Railroad Street	\$ 22,140.00	\$ 22,140.00	0.00%
Monthly Janitorial Services	Dept of Environmental Protect.	Philippi	\$ 8,425.56	\$ 8,425.56	0.00%
Monthly Janitorial Services	DEP Oak Hill	Oak Hill	\$ 49,825.08	\$ 49,622.04	0.41%
Monthly Janitorial Services	Dept of Health & Human Res.	Charleston	\$ 99,790.68	\$ 96,584.88	3.32%
Monthly Janitorial Services	Dept of Health & Human Res.	Winfield	\$ 31,328.64	\$ 28,519.32	9.85%
Monthly Janitorial Services	Dept of Health & Human Res.	Charleston, Diamond Building	\$ 387,919.20	\$ 371,971.92	4.29%
Monthly Janitorial Services	Dept of Health & Human Res.	Region 1 Moundsville	\$ 22,847.52	\$ 22,847.52	0.00%
Monthly Janitorial Services	Dept of Health & Human Res.	Region 1 New Martinsville	\$ 26,419.20	\$ 26,419.20	0.00%
Monthly Janitorial Services	Dept of Health & Human Res.	Region 3 Kingwood	\$ 19,208.88	\$ 19,208.88	0.00%
Monthly Janitorial Services	DHHR Region 1	Glenville-Gilmer County	\$ 11,103.60	\$ 11,103.60	0.00%
Monthly Janitorial Services	DHHR Region 1	Clarksburg	\$ 41,367.72	\$ 41,367.72	0.00%
Monthly Janitorial Services	DHHR Region 1	Region 1 Wheeling	\$ 35,059.08	\$ 35,059.08	0.00%
Monthly Janitorial Services	DHHR Region 1	Fairmont, Call Center Middletown Mall	\$ 10,654.08	\$ 9,390.48	13.46%
Monthly Janitorial Services	DHHR Region 1	Fairmont, Middletown Mall	\$ 32,360.52	\$ 32,331.72	0.09%
Monthly Janitorial Services	DHHR Region 1	Fairmont, Regional Office Middletown Mall	\$ 9,034.80	\$ 8,773.44	2.98%
Monthly Janitorial Services	DHHR Region 1	Grantsville - Calhoun County	\$ 38,929.68	\$ 38,961.84	0.08%
Monthly Janitorial Services	DHHR Region 2	Wayne	\$ 24,781.44	\$ 24,289.56	2.03%
Monthly Janitorial Services	DHHR Region 2	Hamlin/Lincoln	\$ 52,415.16	\$ 51,215.16	2.34%
Monthly Janitorial Services	DHHR Region 2	Pt Pleasant/Mason	\$ 19,174.80	\$ 18,357.36	4.45%
Monthly Janitorial Services	DHHR Region 2	Danville/Boone	\$ 25,808.76	\$ 25,135.80	2.68%



WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	DHHR Region 2	Williamson/Mingo	\$ 33,803.76	\$ 33,416.64	1.16%
Monthly Janitorial Services	DHHR Region 2	Logan	\$ 38,342.04	\$ 37,428.00	2.44%
Monthly Janitorial Services	DHHR Region 3	Weston	\$ 35,813.52	\$ 35,813.52	0.00%
Monthly Janitorial Services	DHHR Region 3	Elkins	\$ 34,402.80	\$ 33,633.84	2.29%
Monthly Janitorial Services	DHHR Region 3	Philippi - Barbour County	\$ 71,507.04	\$ 71,103.96	0.57%
Monthly Janitorial Services	DHHR Region 3	Tucker County	\$ 3,515.16	\$ 3,515.16	0.00%
Monthly Janitorial Services	DHHR Region 3	Martinsburg - Berkeley County	\$ 51,907.80	\$ 50,973.36	1.83%
Monthly Janitorial Services	DHHR Region 3	Petersburg - Grant County	\$ 16,263.96	\$ 15,417.96	5.49%
Monthly Janitorial Services	DHHR Region 3	Romney-Hampshire County	\$ 20,452.08	\$ 20,058.00	1.96%
Monthly Janitorial Services	DHHR Region 3	Berkeley Springs - Morgan County	\$ 11,022.72	\$ 10,804.56	2.02%
Monthly Janitorial Services	DHHR Region 3	Keyser - Mineral County	\$ 19,994.76	\$ 19,599.96	2.01%
Monthly Janitorial Services	DHHR Region 3	Moorefield Hardy Co, New Location	\$ 24,048.48	\$ 17,333.64	38.74%
Monthly Janitorial Services	DHHR Region 4	Lewisburg	\$ 43,919.28	\$ 43,919.28	0.00%
Monthly Janitorial Services	DHHR Region 4	Marlinton	\$ 8,019.36	\$ 8,015.40	0.05%
Monthly Janitorial Services	DHHR Region 4	Hinton/Summers	\$ 13,414.08	\$ 13,501.56	0.65%
Monthly Janitorial Services	DHHR Region 4	Pineville/Wyoming	\$ 22,941.48	\$ 22,802.28	0.61%
Monthly Janitorial Services	DHHR Region 4	McDowell/Welch	\$ 33,082.80	\$ 33,666.24	1.73%
Monthly Janitorial Services	DHHR Region 4	Webster	\$ 13,417.80	\$ 13,369.80	0.36%
Monthly Janitorial Services	DHHR Region 4	Clay County	\$ 12,778.44	\$ 12,854.64	0.59%
Monthly Janitorial Services	DHHR Summersville	Summersville	\$ 22,985.76	\$ 22,979.64	0.03%
Monthly Janitorial Services	Dept of Motor Vehicles	Hansford St Charleston	\$ 6,984.12	\$ 6,985.20	0.02%
Monthly Janitorial Services	Dept of Motor Vehicles	Teays Valley	\$ 16,411.32	\$ 15,972.48	2.75%
Monthly Janitorial Services	Dept of Motor Vehicles	Beckley	\$ 60,804.00	\$ 60,804.00	0.00%
Monthly Janitorial Services	Dept of Motor Vehicles	Huntington	\$ 14,913.96	\$ 14,841.72	0.49%
Monthly Janitorial Services	Dept of Motor Vehicles	Logan	\$ 14,567.40	\$ 14,089.44	3.39%
Monthly Janitorial Services	Dept of Motor Vehicles	Elkins	\$ 16,777.92	\$ 16,777.92	0.00%
Monthly Janitorial Services	Dept of Motor Vehicles	Bridgeport	\$ 15,664.56	\$ 15,664.56	0.00%
Monthly Janitorial Services	Dept of Motor Vehicles	Martinsburg	\$ 18,534.12	\$ 18,167.52	2.02%
Monthly Janitorial Services	Dept of Motor Vehicles	Parkersburg	\$ 8,410.80	\$ 7,009.00	20.00%
Monthly Janitorial Services	DMV Regional	Charleston, Kanawha Mall	\$ 30,081.12	\$ 28,079.76	7.13%
Monthly Janitorial Services	DMV Service Center	Charleston, Kanawha Mall	\$ 132,044.28	\$ 131,703.48	0.26%
Monthly Janitorial Services	Division of Natural Resources	McClintic	\$ 3,201.12	\$ 3,080.52	3.91%
Monthly Janitorial Services	Division of Natural Resources	Huntington Apple Grove	\$ 3,243.24	\$ 3,123.12	3.85%
Monthly Janitorial Services	Division of Natural Resources	Beckley	\$ 11,187.00	\$ 10,024.92	11.59%
Monthly Janitorial Services	Division of Natural Resources	French Creek	\$ 16,125.60	\$ 16,125.60	0.00%
Monthly Janitorial Services	Division of Natural Resources	Parkersburg	\$ 6,201.00	\$ 6,201.00	0.00%
Monthly Janitorial Services	DOH - Dist 9	Lewisburg - Dist. 9	\$ 1,708.92	\$ 1,708.92	0.00%

WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	DOH D-7 Webster	Webster	\$ 3,657.84	\$ 3,512.40	4.14%
Monthly Janitorial Services	DOH Dist. 3	Parkersburg Materials Lab	\$ 5,280.24	\$ 5,280.24	0.00%
Monthly Janitorial Services	DOH Dist. 3	Parkersburg Headquarters	\$ 58,124.40	\$ 58,124.40	0.00%
Monthly Janitorial Services	DOH Dist. 3	Utilities & Traffic	\$ 7,618.92	\$ 7,618.92	0.00%
Monthly Janitorial Services	DOH Dist. 3	Moorefield-Hardy County Office	\$ 13,275.84	\$ 10,759.00	23.39%
Monthly Janitorial Services	DOH Dist. 3	Moorefield-Hardy County Trailer	\$ 4,081.32	\$ 1,356.60	200.85%
Monthly Janitorial Services	DOH Dist. 3	Burlington - 4 Trailer Contract	\$ 3,247.68	\$ 3,178.20	2.19%
Monthly Janitorial Services	DOH Dist. 3	Burlington Headquarters	\$ 59,033.04	\$ 57,846.60	2.05%
Monthly Janitorial Services	DOH Dist. 3	Martinsburg - Berkeley County	\$ 11,208.12	\$ 10,987.92	2.00%
Monthly Janitorial Services	DOH Dist. 3	Martinsburg Engineer Office	\$ 4,020.60	\$ 3,984.84	0.90%
Monthly Janitorial Services	DOH Dist. 3	New Creek - Mineral County	\$ 2,964.12	\$ 2,869.92	3.28%
Monthly Janitorial Services	DOH Dist. 3	Romney-Hampshire County	\$ 9,162.12	\$ 8,778.72	4.37%
Monthly Janitorial Services	DOH Dist. 3	Grant County Office (start July 2012)	\$ -	\$ 7,835.64	100.00%
Monthly Janitorial Services	DOH Dist. 4	Monongalia County	\$ 8,069.76	\$ 8,023.44	0.58%
Monthly Janitorial Services	DOH Dist. 4	Bridgeport Headquarters	\$ 71,412.72	\$ 71,116.32	0.42%
Monthly Janitorial Services	DOH Dist. 4	Marion County, Mannington office	\$ 3,072.24	\$ 2,140.56	43.53%
Monthly Janitorial Services	DOH Dist. 4	Fairmont, Marion County	\$ 5,547.12	\$ 5,375.88	3.19%
Monthly Janitorial Services	DOH Dist. 4	Fairmont, Material Lab	\$ 8,254.68	\$ 6,653.40	24.07%
Monthly Janitorial Services	DOH Dist. 7	office	\$ 20,325.48	\$ 20,325.48	0.00%
Monthly Janitorial Services	DOH Dist. 7	Upshur County Offices	\$ 8,965.92	\$ 8,965.92	0.00%
Monthly Janitorial Services	DOH Dist. 7	US-33 Office	\$ 2,514.00	\$ 2,514.00	0.00%
Monthly Janitorial Services	DOH Dist. 7	Material Lab	\$ 12,045.24	\$ 12,045.24	0.00%
Monthly Janitorial Services	DOH Dist. 7	Lewis County Office	\$ 4,431.48	\$ 4,431.48	0.00%
Monthly Janitorial Services	DOH Dist. 7	Heaters US-19	\$ 2,798.16	\$ 2,798.16	0.00%
Monthly Janitorial Services	DOH Dist. 7	Weston, Headquarters	\$ 61,989.72	\$ 61,989.72	0.00%
Monthly Janitorial Services	DOH Dist. 7	Gilmer County Office	\$ 12,692.52	\$ 12,692.52	0.00%
Monthly Janitorial Services	DOH Dist. 7	Dis Force	\$ 5,892.36	\$ 5,892.36	0.00%
Monthly Janitorial Services	DOH Dist. 7	Coonknob I-79 Office	\$ 4,842.24	\$ 4,842.24	0.00%
Monthly Janitorial Services	DOH Dist. 7	Burnsville I-79 Office	\$ 7,846.56	\$ 7,846.56	0.00%
Monthly Janitorial Services	DOH Dist. 7	Braxton County Office	\$ 10,515.24	\$ 10,515.24	0.00%
Monthly Janitorial Services	DOH District 9	Oak Hill	\$ 14,503.32	\$ 14,356.44	1.02%
Monthly Janitorial Services	DOH District 1	801 Ruffner, Charleston	\$ 112,556.64	\$ 112,070.52	0.43%
Monthly Janitorial Services	DOH District 1	Dry Branch Charleston	\$ 82,222.44	\$ 79,664.52	3.21%
Monthly Janitorial Services	DOH District 10	District Headquarters	\$ 15,557.64	\$ 15,557.64	0.00%
Monthly Janitorial Services	DOH District 10	Princeton - Interstate Bldg.	\$ 8,565.12	\$ 8,565.12	0.00%
Monthly Janitorial Services	DOH District 10	Mercer County - Princeton Headquarters	\$ 98,037.48	\$ 97,740.12	0.30%
Monthly Janitorial Services	DOH District 10	McDowell County - Havaco	\$ 17,010.36	\$ 16,848.96	0.96%

WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	DOH District 10	Wyoming County - Pineville	\$ 11,013.72	\$ 10,797.60	2.00%
Monthly Janitorial Services	DOH District 2	Cabell County-Huntington Office	\$ 103,389.84	\$ 102,610.08	0.76%
Monthly Janitorial Services	DOH District 2	Cabell County-Huntington Warehouse	\$ 5,334.12	\$ 5,243.16	1.73%
Monthly Janitorial Services	DOH District 7	Barbour County Headquarters	\$ 4,720.80	\$ 3,186.84	48.13%
Monthly Janitorial Services	DOH District 9	Greenbrier County-Harts Run Materials Bldg.	\$ 3,319.80	\$ 3,319.80	0.00%
Monthly Janitorial Services	DOH District 9	Dist. Headquarters	\$ 38,909.40	\$ 38,909.40	0.00%
Monthly Janitorial Services	DOH District 9	Greenbrier County-Lewisburg Equipment	\$ 4,398.60	\$ 4,251.84	3.45%
Monthly Janitorial Services	DOH District 9	Greenbrier County Office	\$ 13,497.36	\$ 11,162.64	-20.92%
Monthly Janitorial Services	DOH District 9	Greenbrier County-Lewisburg Harts Run 1-64	\$ 3,230.64	\$ 3,230.64	0.00%
Monthly Janitorial Services	DOH District 9	Monroe County-Union Office	\$ 5,690.52	\$ 5,690.52	0.00%
Monthly Janitorial Services	DOH District 9	Monroe County-Peterstown Substation	\$ 2,885.04	\$ 2,885.04	0.00%
Monthly Janitorial Services	DOH District 9	Summers County-Hinton Office	\$ 7,375.92	\$ 7,215.36	2.23%
Monthly Janitorial Services	DOH District 9	Nicholas County - Summersville	\$ 13,056.84	\$ 12,977.04	0.61%
Monthly Janitorial Services	DOH Headquarters	Randolph County - Elkins	\$ 69,905.40	\$ 69,127.92	1.12%
Monthly Janitorial Services	DOH RA	Cabell County-Huntington	\$ 155,752.22	\$ 155,752.22	0.00%
Monthly Janitorial Services	DOH-Dist 9	Greenbrier County-Lewisburg Storage	\$ 1,708.92	\$ 3,015.72	43.33%
Monthly Janitorial Services	Division of Rehabilitation Serv	Greenbrier County - Lewisburg	\$ 7,333.20	\$ 7,263.72	0.96%
Monthly Janitorial Services	Division of Rehabilitation Serv	Fayette County - Oak Hill	\$ 6,836.40	\$ 6,836.40	0.00%
Monthly Janitorial Services	Division of Rehabilitation Serv	Mason County - Point Pleasant	\$ 4,763.04	\$ 4,450.20	7.03%
Monthly Janitorial Services	Division of Rehabilitation Serv	Logan County	\$ 6,335.88	\$ 6,206.88	2.08%
Monthly Janitorial Services	Division of Rehabilitation Serv	Wyoming County - Mullens	\$ 3,099.12	\$ 3,037.68	2.02%
Monthly Janitorial Services	Division of Rehabilitation Serv	Lewis County - Weston	\$ 5,172.96	\$ 5,172.96	0.00%
Monthly Janitorial Services	Division of Rehabilitation Serv	Roane County - Spencer	\$ 7,633.56	\$ 7,633.56	0.00%
Monthly Janitorial Services	Division of Rehabilitation Serv	Sistersville	\$ 3,536.64	\$ 3,536.64	0.00%
Monthly Janitorial Services	Division of Rehabilitation Serv	Harrison County - Bridgeport	\$ 16,058.40	\$ 14,449.92	11.13%
Monthly Janitorial Services	Division of Rehabilitation Serv	Randolph County - Elkins	\$ 12,165.96	\$ 12,165.96	0.00%
Monthly Janitorial Services	Division of Rehabilitation Serv	Mineral County - Keyser	\$ 10,760.64	\$ 6,369.96	68.93%
Monthly Janitorial Services	Division of Rehabilitation Serv	Monongalia County - Morgantown	\$ 10,648.44	\$ 10,648.44	0.00%
Monthly Janitorial Services	Emergency Services	Kanawha County - Big Chimney	\$ 2,220.84	\$ 1,922.16	15.54%
Monthly Janitorial Services	Enterprise Resource Planning	Kanawha County - Charleston	\$ 36,676.08	\$ 36,429.84	0.68%
Monthly Janitorial Services	Dept of Admin-General Serv.	Building 4	\$ 126,529.20	\$ 124,639.44	1.52%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg. 5	\$ 323,895.60	\$ 323,082.96	0.25%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg. 6	\$ 181,777.08	\$ 178,105.92	2.06%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg 7	\$ 35,106.72	\$ 34,630.32	1.38%

WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg. 15	\$ 21,784.32	\$ 16,123.08	35.11%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg. 33	\$ 5,436.96	\$ 4,805.76	13.13%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-South Charleston Bldg.74	\$ 61,337.88	\$ 57,620.16	6.45%
Monthly Janitorial Services	Dept of Admin-General Serv.	Building 86 Greenbrooke	\$ 79,439.16	\$ 78,876.96	0.71%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Main Capitol Complex	\$ 267,705.00	\$ 252,286.32	6.11%
Monthly Janitorial Services	Dept of Admin-General Serv.	Kanawha County-Capitol Complex Bldg.17	\$ 18,112.08	\$ 18,056.40	0.31%
Monthly Janitorial Services	Dept of Admin-General Serv.	WV Public Employee Daycare	\$ 15,049.44	\$ 14,711.16	2.30%
Monthly Janitorial Services	Dept of Admin-General Serv.	One Davis Square	\$ 140,945.88	\$ 142,509.48	1.10%
Monthly Janitorial Services	Dept of Admin-General Serv.	Beckley State Office Bldg.	\$ 74,153.76	\$ 74,153.76	0.00%
Monthly Janitorial Services	Dept of Admin-General Serv.	Huntington BC	\$ 141,930.84	\$ 139,328.16	1.87%
Monthly Janitorial Services	General Services CO 7-14-2011	Building 84 Cornerstone	\$ 21,087.72	\$ 21,220.32	0.62%
Monthly Janitorial Services	Grievance Board	Charleston	\$ 6,613.20	\$ 6,550.56	0.96%
Monthly Janitorial Services	Dept of Admin-General Serv.	Weirton	\$ 70,551.96	\$ 70,386.84	0.23%
Monthly Janitorial Services	Dept of Admin-General Serv.	Parkersburg	\$ 84,659.28	\$ 83,965.44	0.83%
Monthly Janitorial Services	WV Insurance Comm.	Beckley	\$ 10,806.60	\$ 10,764.36	0.39%
Monthly Janitorial Services	WV Insurance Commission	Big Chimney	\$ 8,859.24	\$ 8,845.44	0.16%
Monthly Janitorial Services	WV Insurance Commission	Martinsburg	\$ 2,560.08	\$ 2,551.20	0.35%
Monthly Janitorial Services	WV Lottery Comm 1 2 7 8 9	900 Pennsylvania (NEW)	\$ -	\$ 78,368.40	100.00%
Monthly Janitorial Services	WV Lottery Comm 1 6 10 11 12	900 Pennsylvania (NEW)	\$ -	\$ 78,549.12	100.00%
Monthly Janitorial Services	WV Lottery Comm 3 4 5	900 Pennsylvania (NEW)	\$ -	\$ 85,296.60	100.00%
Monthly Janitorial Services	Div of Engineering & Facility	Camp Dawson	\$ 98,017.56	\$ 98,017.56	0.00%
Monthly Janitorial Services	MAPS	Dept. of Corrections	\$ 1,630.20	\$ 1,588.56	2.62%
Monthly Janitorial Services	WV Medical Examiners	Charleston	\$ 38,811.24	\$ 41,117.40	5.61%
Monthly Janitorial Services	WV Miners Health & Safety	Danville (NEW)	\$ -	\$ 5,571.48	100.00%
Monthly Janitorial Services	WV Miners Health & Safety	Welch	\$ 3,632.76	\$ 3,617.52	0.42%
Monthly Janitorial Services	WV Miners Health & Safety	Oak Hill	\$ 8,026.32	\$ 5,048.40	58.99%
Monthly Janitorial Services	WV Miners Health & Safety	Westover WV	\$ 3,023.16	\$ 2,679.82	12.81%
Monthly Janitorial Services	WV Parkway Authority	Charleston	\$ 21,459.77	\$ 21,459.77	0.00%
Monthly Janitorial Services	WV Parkway Authority	1-77 Welcome Center Princeton	\$ 150,405.66	\$ 150,405.66	0.00%
Monthly Janitorial Services	WV Public Service Comm.	Charleston	\$ 80,114.04	\$ 78,956.64	1.47%
Monthly Janitorial Services	WV Rail Authority 1-64	White Sulphur Springs	\$ 150,761.76	\$ 150,761.76	0.00%
Monthly Janitorial Services	WV Rail Authority- Parkway	Mile Marker 69	\$ 124,753.00	\$ 124,753.00	0.00%
Monthly Janitorial Services	Rest Area	1-64 Hurricane	\$ 273,961.16	\$ 273,961.16	0.00%
Monthly Janitorial Services	Rest Area	Servia	\$ 275,813.66	\$ 265,693.54	3.81%
Monthly Janitorial Services	Rest Area	Hazelton	\$ 188,787.25	\$ 188,787.25	0.00%
Monthly Janitorial Services	Rest Area	Triadelphia	\$ 152,044.84	\$ 135,800.89	11.96%

WV ARF  
CNA ACTIVITY  
FY 2011/2012

Services	Line Description	Location	FY2011 Annual Amount (Based on 12 mos.)	Annual Amount (Based on 12 mos.)	% Change Over FY2011
Monthly Janitorial Services	Rest Area	Morgantown	\$ 168,135.24	\$ 168,135.24	0.00%
Monthly Janitorial Services	Rest Area	Meadowbrook	\$ -	\$ 292,896.60	100.00%
Monthly Janitorial Services	Rest Area	Burnsville	\$ 310,655.94	\$ 298,652.77	4.02%
Monthly Janitorial Services	Rest Area	Williamstown	\$ 135,386.41	\$ 135,386.41	0.00%
Monthly Janitorial Services	Rest Area	Mineral Wells	\$ 264,098.14	\$ 264,098.14	0.00%
Monthly Janitorial Services	Rest Area	Marlow/Bunker Hill	\$ 402,598.68	\$ 399,849.33	0.69%
Monthly Janitorial Services	WV Retirement Board	Charleston	\$ 35,007.24	\$ 34,925.64	0.23%
Monthly Janitorial Services	WV School Bldg. Authority	Charleston	\$ 7,368.48	\$ 7,339.44	0.40%
Monthly Janitorial Services	WV School Board Authority	2300 Kanawha Blvd.	\$ 7,872.72	\$ 7,339.44	7.27%
Monthly Janitorial Services	WV Bureau of Senior Services	Charleston	\$ 6,201.60	\$ 5,496.84	12.82%
Monthly Janitorial Services	WV State Attorney General's Ofc	Martinsburg Start date April 2012	\$ -	\$ 4,973.52	100.00%
Monthly Janitorial Services	WV State Surplus Property	Dunbar	\$ 15,555.84	\$ 14,804.52	5.07%
Monthly Janitorial Services	WV State Treasurer's Office	Quarrier St Charleston	\$ 1,730.28	\$ 1,639.08	5.56%
Monthly Janitorial Services	Lake Stephens	Raleigh County	\$ 10,956.52	\$ 10,956.52	0.00%
Monthly Janitorial Services	WV State Tax & Revenue	Lee St. Charleston	\$ 129,035.04	\$ 123,958.56	4.10%
Monthly Janitorial Services	WV State Tax & Revenue	Clarksburg	\$ 5,304.72	\$ 5,304.72	0.00%
Monthly Janitorial Services	WV State Treasurer's Office	Morgantown	\$ 1,659.36	\$ 1,642.92	1.00%
Monthly Janitorial Services	WV State Treasurer's Office	2005 Quarrier Charleston	\$ 3,801.84	\$ 2,388.80	59.15%
Monthly Janitorial Services	WV WorkForce	Pt Pleasant	\$ 5,016.60	\$ 4,790.52	4.72%
Monthly Janitorial Services	WV Workforce	Elkins	\$ 14,349.96	\$ 14,349.96	0.00%
Monthly Janitorial Services	WV Rail Authority	Moorefield	\$ 6,910.56	\$ 6,803.76	1.57%
Monthly Janitorial Services	WV State Tax & Revenue		\$ 7,095.72	\$ 6,961.20	1.93%