



UCPUMW 16-487
UNIVERSITY OF MARY WASHINGTON
STANDARD CONTRACT

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This contract entered into this 4 day of January 2017, by Professional Building Maintenance, hereinafter called the "Contractor" or "PBM" and the Commonwealth of Virginia, University of Mary Washington called the "Purchasing Agency", "the University" or "UMW".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

PERIOD OF CONTRACT: 2/8/2017 through 8/7/2017; with up to nine (9) one year renewal options.

METHOD OF PAYMENT: Payments will be made by check to PBM on a monthly basis 30 days after receipt of a properly completed and approved invoice in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9; "Prompt Payment Act" memorandum issued by the Office of the Comptroller, June 27, 1984.

CONTRACT DOCUMENTS: The contract documents shall consist of (in order of precedence):

- A. This signed Contract with the scope and terms and conditions as described herein
- B. Addenda dated July 25, 2016 and August 29, 2016
- C. RFP solicitation dated June 30, 2016
- D. Revised proposal dated November 7, 2016
- E. Subsequent clarification and presentation dated October 19, 2016
- F. Offeror's proposal dated September 8, 2016

ADDITIONAL PROVISIONS AND SERVICES

- A. PBM shall provide additional protection to the University under its Remediation Protection Plan which carries a maximum coverage of \$100,000 per year for the contract term. There is no maximum per claim. The Remediation Protection Plan provides remediation services in the event of a loss related to flood or fire only, at no charge to UMW.
- B. A Performance Bond must be provided to the University's Contract Officer within one hundred eighty (180) days of execution of original contract, and as a condition of each optional renewal term, in the amount of the contract value for *each* term. Furthermore, these additional conditions shall apply:
 1. Contractor must provide a performance bond within one hundred eighty (180) days of execution of contract, in the amount of the base total value of the contract term;
 2. Contractor should provide documentation from a surety company licensed to do business in the Commonwealth of Virginia, within ninety (90) days of contract execution, to support their capacity to secure the performance bond within the one hundred eighty (180) days allotted;
 3. For every month during the extension period allotted by UMW, that the Contractor fails to secure the Performance bond, a \$4,167 payment discount will be extended to UMW per month;

4. Should UMW not receive the performance bond, in the amount of the base total value of the contract term, within the one hundred eighty (180) days extended by the University, the Contractor shall agree to provide, at no cost to UMW, a smooth transition of the services to another contractual arrangement (including assigned personnel contact information) with a contractor to be identified by UMW; and
 5. PBM shall continue to provide the contracted services in the interim, at the contracted rates while UMW re-competes the services, and the \$4,167 payment discount shall continue, per month, until such time as a new contractor is awarded to take over services; up to 6 months (12 months from contract execution); and shall total \$50,000.
 6. At UMW's sole discretion, the performance bond *may* be waived, at any time, for subsequent renewals.
- C. Additional University buildings and locations, leased or owned, may be added to the contract via a two party agreement. The University will provide PBM with the size, scope and frequency of the location to be added and will request a negotiable quote. If the quote, after negotiations (if applicable), is deemed to not be in the best interest of the University, it will be rejected and an alternate vendor will be sourced.

COOPERATIVE PROCUREMENT/ADDITIONAL USERS: It is the University's intent in issuing the solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University related foundation may access the resulting contract if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resulting contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms.

- A. The Contractor shall notify the University in writing of any such entities accessing the contract.
- B. No modification of the contract or execution of a separate agreement is required to participate.
- C. The Contractor shall provide quarterly usage reports for all entities accessing the contract.
- D. Participating entities will place their own orders directly with the Contractor and will fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University.
- E. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract.
- F. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.
- G. Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes.

It has been agreed that any member of the Virginia Association of State College and University Purchasing Professionals (VASCUPP) may participate in the contracts resulting from this solicitation. VASCUPP is currently comprised of eleven (11) members who include: The College of William and Mary, George Mason University, James Madison University, Longwood University, Old Dominion University, Radford University, The University of Mary Washington, The University of Virginia, Virginia Commonwealth University, Virginia Military Institute and Virginia Tech.

CONTRACTOR RESPONSIBILITIES: PBM shall:

- A. Provide the University's Contract Administrator (CA) with a copy of all Material Safety and Data Sheets (MSDS) for chemicals and materials used during the performance of requested custodial services. A copy of the MSDS will be maintained on premises by the contractor(s) and be accessible to employees at all times.
- B. Maintain written or electronic records of custodial services, inspections and projects in an easy to use format and be able to provide these records to a designated representative of the University upon request. Provide information for any electronic system or application currently being utilized and permit UMW access to reporting and inspection modules.
- C. Communicate and coordinate with designated University Contract Administrator on a regular basis (i.e. daily, weekly, etc.).
- D. Document and provide written incident reports of anomalous occurrences by the end of each shift for any/all Zones.
- E. Respond to emergency situations within a half-hour from initial notification by a designated representative of the University during the hours of 8:00am to 6:00pm, and within one hour during the hours of 6:00pm to 8:00am.
- F. Ensure that PBM's employees do not utilize computers in any space, nor move or relocate the contents in offices or labs, etc.
- G. Ensure access cards and keys are secure at all times.
 - 1. Contractor must perform background checks on all employees that will be working on UMW property and be able to provide a copy to the Contract Administrator upon request. Registered sex offenders are not permitted on campus.
- H. Provide on-demand custodial services upon request on a time and material or fixed price basis. These services may include, but are not limited to, post construction/renovation clean up, special projects and/or events.
- I. Maintain, or obtain, sufficient staffing to handle surge capacity during special events and high turn-around residential hall cleaning, while maintaining the required level of clean for all other buildings within the scope.
- J. Ensure interior entranceways and lobbies of buildings are maintained free of melted snow and deicing materials during periods of inclement weather. When precipitation ends, the contractor(s) will clear entranceways to their full width to permit full door openings. All fire exits (interior) will likewise be cleared to permit full door openings and any associated steps and landings will be cleared as well.
- K. Clean the interior windows for residential buildings prior to the start of the fall semester each year.
- L. The Contractor shall be responsible for the continuous safety training program of the Contractor's employees. This program shall keep the employees knowledgeable on the proper use and maintenance of cleaning equipment and on the use of cleaning products and methods. All Contractor personnel and third party vendors are expected to understand and strictly adhere to the University safety policies and procedures at all times when on site, and to cooperate with the University's Office of Environmental Health and Safety (EH&S) personnel when requested. The University reserves the right, at any time, to request any Contractor employee or third party vendor employee to leave its premises for egregious or repeated violations of EH&S policies. The University is the final authority for all policies, procedures, regulations and requirements relating to safety at the University and such policies, procedures, regulations, and requirements will comply with applicable laws. The Contractor shall take immediate action to mitigate and contain any immediate safety hazard identified by University EH&S personnel. Any requests for safety-related actions or work on behalf of the Contractor that do not relate to an immediate safety hazard shall be referred to Contract Administer for approval.
 - 1. <http://adminfinance.umw.edu/safety/safety-plan/chapter-contractor-safety-policy/>

SCOPE OF SERVICES: PBM shall provide the services described herein:

Custodial services for administrative buildings, common use areas, classrooms, residential facilities, floor cleaning (including carpets), emergency custodial services, event support services, trash collection, collection and processing of recyclables, upholstery/drapery cleaning, replacement shower curtains and on-demand custodial services; as well as year round cleaning for specified buildings.

- A. **BUILDING COVERAGE:** Building areas covered by the contract will include, but are not limited to; University of Mary Washington and the University of Mary Washington Foundation (UMWF) owned or leased properties. This shall include but is not limited to all building components from "steps to roof", building exteriors, public areas, halls, restrooms, lobbies, storage areas, elevators, stairways, windows (exterior as well as interior), window screens, spider webs (interior as well as exterior of the building), cigarette urns, doors, office spaces, work areas, building entrances and porches (to include all areas within ten (10) feet of all exterior doors, bottom of steps, and ramps) and/or to the bottom of steps if applicable, as well as, interior and exterior trash collection areas (under roof) (to include all areas within ten feet of all trash cans, dumpsters and trash compactors). Custodial services shall include areas under furniture, furnishings, floor mats and runners. Debris swept from any outside area shall not be swept onto the surrounding landscape; it shall be collected and disposed of properly.
- B. **SPECIAL OR EMERGENCY CLEANING:** When directed by the University's Contract Administrator or authorized representative, or via the work request system either by written or verbal order, to clean any area required for a special occasion, or made necessary by an emergency or mishap, the Contractor shall fulfill the order.
- C. **INCLEMENT WEATHER:** The following locations are considered as essential and require custodial staffing during inclement weather:
 - i. Fitness Center
 - ii. Hurley Convergence Center
 - iii. Simpson Library
 - iv. University Campus Center
- D. **BUILDING CONDITION REPORTS:** PBM's employees shall take note of the condition of the facilities as a normal part of their duties. Building conditions that require repair or maintenance shall be reported in writing to the University's Contract Administrator on a weekly basis via a condition assessment report. If the repair/damage impacts life or safety, the Contractor shall report it immediately via the work request system during business hours or to UMW Police if after business hours. The Contractor's manager and the University's Contract Administrator will develop the specific format of the report.
- E. **UPHOLSTERY, CURTAIN & DRAPERY CLEANING:** As a normal part of their duties, Contractor's employees shall clean spots on upholstery and draperies, as needed. If a spill or spot is of sufficient nature, the Contractor shall clean the entire piece of furniture or set of draperies. Cleaning at the site of all upholstery and draperies shall be completed at the beginning of the summer and the end of the summer to be sure that furniture looks clean at all times. A schedule shall be provided to the Contract Administrator for upholstery cleaning. The schedule shall reflect public spaces and frequently used spaces such as meeting rooms, lounges, etc. as top priority areas.
- F. **TRASH COLLECTION:** All trash removed from wastebaskets, trash receptacles and other items specifically marked "trash" will be removed from the building and placed in the designated containers outside of the building in selected areas located on University property. PBM shall provide all liners for trash receptacles, sized appropriately for the receptacles. All wastebaskets, trash cans and trash shoots shall be washed and disinfected as needed to keep them clean and sanitary at all times. PBM shall keep the outside of all University owned dumpsters and trash compactors clean, as well as the area within ten (10) feet of the

collection station to include the dumpster enclosures and enclosure interiors. PBM shall also keep the area within ten (10) feet of the leased compactors and/or compactor enclosures clean and free from debris.

PBM and its employees shall not be allowed to collect or remove from the property for the purpose of selling for gain any trash, waste paper (including computer paper), cans, bottles, etc. Trash shall be collected from all public areas including but not limited to kitchens and lounges prior to the start of a weekend, holiday or scheduled University closure.

- G. COLLECTION OF RECYCLABLES: Recycling receptacles are located in proximity to residential buildings and elsewhere on campus. PBM shall utilize the provided recycling containers for mixed paper, glass/aluminum/plastic. PBM and its employees will not be allowed to collect or remove from the property for the purpose of selling for gain any paper (including computer paper), cans, bottles, etc. PBM shall:
1. Empty all recycling receptacles, at a minimum, twice per week.
 2. Provide a schedule for recycling collection that shall be coordinated with and approved by the University's Contract Administrator and Sustainability Coordinator; the recycling collection schedule shall be maintained and adjusted as needed to ensure containers do not routinely/frequently overflow. The University shall provide any liners used for recycling.
 3. Deliver additional recycling receptacles when requested on an as needed basis. The Contractor shall also be responsible for additional recycling pickup during times of influx that may be caused by, but not limited to, student move-in, office moves, purchase of new office furniture, or equipment purchases. UMW will be providing the recyclable bags.
- H. ARTWORK/PEDESTALS: PBM shall not attempt to clean any artwork or pedestals containing artwork in the buildings on campus. The custodial staff shall report to the Contract Administrator any damage to artwork or any housekeeping needs relating to artwork.
- I. WORK ORDER: The Contractor shall utilize the University's work request system for all work performed on campus. All on-demand maintenance requests shall be processed through the University's system. Time on task shall be included on each work order prior to work order completion.
- J. VENDOR PERFORMANCE STANDARDS: Services performed under this contract shall be subject to inspection and approval by official(s) designated by UMW.
1. For all operations where furniture and equipment must be moved, no chairs, waste paper baskets or other similar items shall be stacked on desks, beds, tables or windowsills. Upon completion of work, all furniture and equipment must be returned to its original position.
 2. All tools, equipment and furnishings shall be maintained in clean conditions at all times and neatly stored in the assigned storage area. Baseboards, walls, stair risers, furniture and equipment shall in no way be splashed, disfigured or damaged during these operations.
 3. Proper precautions shall be taken to advise building occupants of wet and/or slippery floor conditions to include highly visible signage at each entrance into the hazard area; this applies during inclement weather as well as during cleaning operations. All waxed surfaces must be maintained so as to provide anti-slip walking conditions.
 4. PBM shall not use any product, supplies or equipment that are injurious or damaging to the surface to which they are applied or exposed. The Contractor shall be responsible for restoring/replacing any equipment/facilities, furniture, and floor covering, etc. so damaged.
 5. PBM shall notify the Contract Administrator seventy-two (72) hours prior to ANY major cleaning activity such as carpet shampooing or floor stripping and finishing. The method of notification shall be by campus email notification. The notices must describe the activity, time and date, anticipated tenant disruptions, and a phone number that can be called if there are any questions.

K. RESIDENTIAL FACILITIES: During the summer period (May 1 – August 31) PBM is responsible for all interior public and work areas of the residential buildings (exclusive of mechanical areas), as well as all exterior areas under roof and building steps (to include all areas within ten (10) feet of all exterior doors, bottom of steps, and ramps) on a daily basis seven (7) days a week, Sunday through Saturday. Thorough cleaning of the Office of Residential Life staff apartments will be required as staff vacate the apartment in preparation for new staff members. These services will be requested with fourteen (14) days' notice by a work request through Facilities Services as needed. Occupied buildings will be cleaned seven (7) days per week. Unoccupied buildings will be cleaned after each scheduled use or refreshed before the next scheduled use, if needed. The Contractor shall provide cleaning service for all University-owned residential property including faculty/staff housing. As property is vacated, normally once or twice a year, the interior and exterior of each rental property will be thoroughly cleaned and prepared for the next occupant. This will include, but not be limited to, thorough cleaning of bathrooms, kitchens, appliances, cabinets, closets, floors/carpets, window treatments, furniture, upholstery, windows, and porches. The University's Contract Administrator will be provided with a list of any repairs required. The University's Contract Administrator will be responsible for scheduling of this task with the Contractor's manager.

L. SUMMER RESIDENCE HALL CUSTODIAL SERVICES: Prior to the beginning of the fall term, the residence halls must be prepared for student move-in. Preparation activities will include, but may not be limited to:

1. Thorough cleaning of all residence hall rooms
2. Thorough cleaning of all bathrooms
3. Stripping and waxing of all floors
4. Professional carpet cleaning
5. Cleaning of all windows, window screens, wall washing (spot cleaning), light cover cleaning
6. Checking operation of all lights as well as moving
7. Setting-up and preparing furniture
8. Floor cleaning may be completed more often in high use areas as needed to maintain the level of service required by the contract

The Office of Residence Life will provide the schedule for early arrivals for move-in preparation. PBM shall also be responsible for setting up transitional furniture in rooms as requested by the Office of Residence Life and removal of this furniture with proper placement back into storage as needed during the academic year.

In addition to the cleaning of residential facilities in the summer for the preparation of the fall term, PBM shall also provide cleaning and re-cleaning of residential spaces in support of the University's Summer Events and Conferencing Office. Sets of rooms and spaces, ranging from whole halls to as few as two or three rooms will be cleaned for use by residential summer programs as well as regular UMW residential programs that continue through the summer period. PBM shall coordinate cleaning schedules so as to provide timely service for a high-tempo occupancy and room assignment not unlike hotel management. As determined by the Office of Conferencing, the Contractor may be required to provide daily room service in some situations to be requested as a work order.

M. WINTER BREAK RESIDENCE HALL CUSTODIAL SERVICES: Prior to the beginning of the Spring term, any room that has been vacated at the end of Fall term and scheduled for use in the Spring term, shall be cleaned and readied for new occupants. A list will be provided by Office of Residence Life fourteen (14) days prior to required occupancy in the Spring term.

N. EVENTS ON-DEMAND: During the course of the year, the University, University Foundation and University Departments hold a number of events. PBM may be required to provide pre-event cleaning, set-up, breakdown and post event cleaning, and trash and recycling removal for these events. These activities include, but are not limited to, chairs, tables, trash cans & liners, barricades, install and take down event

roping, and removal of protective floor coverings and trash/litter control during the event. Additional custodial services including but not limited to litter control, bathroom cleaning and restocking, and public space cleaning may be necessary during special/signature events. Staffing for event services shall be provided by PBM such that flexibility is maintained to be able to provide event services during normal daily hours of operation, as well as evening and weekends. This section is expected to be supported on a per request basis.

The following events are recurring (list is not all inclusive):

- i. Board Meetings, Convocation, Graduation, Staff picnics, Student picnics, etc. - this includes support for catered events, catered by the University's catering contractor, as needed.
- ii. Sport events and other events at the Anderson Center, Rosner Arena, Goolrick Hall, University Tennis Center, Athletic Stone House, Battle Ground Athletic Complex and the University Center.
- iii. Special events and workshops scheduled by the Office of Events and Conferencing for requestors outside of the University community; weddings and other functions at Belmont.

O. BLEACHERS & STAGES (TEMPORARY STRUCTURES): PBM shall provide personnel that are knowledgeable of "temporary structure permits" through the Commonwealth of Virginia and trained and qualified to handle work of this type. The University will obtain all permits for temporary structures through the Bureau of Capital Outlay Management (BCOM); however PBM may be required to assist with assembly and breakdown.

P. GRATUITIES: PBM and its employees shall not accept any money or material items from UMW faculty, staff, students or guests.

Q. USE OF UNIVERSITY EQUIPMENT: Unless otherwise specified, the use of University equipment (phones, computers, copy machines, printers etc.) by PBM and its employees is prohibited.

R. UNIVERSITY PROPERTY: PBM and its employees are not allowed to remove any property items from the buildings. Any Contractor employee suspected of theft will be subjected to an interview with UMW Police. Any Contractor employee caught stealing will be prosecuted to the full extent of the law. All lost and found articles recovered must be immediately turned in to University Police. A receipt for the item may be requested.

PBM and its employees shall not open desk drawers or cabinets at any time, except in cleaning vacated residence rooms. Lost or forgotten property found in desks/drawers shall be turned over to the Office of Residence Life with notation as to date/place of recovery.

S. UNIFORMS & IDS: PBM's employees must project a professional image in both their work habits and personal hygiene and grooming while on University property. PBM's employees shall wear uniforms or other official apparel that bear the company name and logo (if applicable). Apparel shall be approved by the University and shall be clean and without stains, tears or show excessive wear, while the Contractor's employee is on University property. Identification badges shall be furnished by PBM for its employees and shall be worn at all times while on University premises and must be prominently displayed at all times. The badge should have the employee's picture and name.

T. SECURITY & ACCESS:

- i. **Security**: PBM shall work with the University to maintain the security of the facilities. PBM shall be given a schedule that details when buildings and classrooms are accessible. All offices, supply rooms, and other areas that have potentially sensitive information or items should be kept locked at all times. Should there be questions about whether an area should be locked or not, it is incumbent on the Contractor to follow-up with the University Contract Administrator to make a determination. PBM and its personnel are responsible for identifying and keeping up-to-date on the door-locking schedule and security procedures for each building as provided by the University. The Contractor shall keep all doors locked according to the schedule during the performance of work; and assure

that all exterior doors and suite doors are appropriately secured at the end of the shift. No doors shall be propped open at any time to circumvent security access procedures.

All emergencies and security violations shall be reported immediately to the University Police and to the University Contract Administrator. This includes but is not limited to persons attempting to gain access to a secure area, conditions that could result in harm to occupants or immediate damage to the facility, as well as facilities and areas found in an un-secured condition that are normally secured. All Contractors' personnel shall be subject to any and all security regulations in effect, modified or implemented by the University Campus Police throughout the contract period. PBM shall be responsible for ensuring that its employees are not engaging in any destructive activity on University property.

- ii. **Building Access:** Access to each building will be as directed by the University Contract Administrator or designee.

PBM shall access assigned secured campus buildings only during assigned duty hours, unless prior approval provided by the University Contract Administrator or designee.

1. Employees shall not be accompanied in their work areas or on the premises during work hours by acquaintances, family members, or any other person unless said person is an authorized employee performing work under the contract.
2. Access to designated restricted areas may require the presence of authorized University personnel. The authorized University representative will designate restricted areas and special access procedures.
3. Contractor personnel, while performing work, shall be alert for anything out of the ordinary, including, but not limited to, unusual noises, leaks, burning smells, suspicious persons, and possible safety hazards, and report their observations immediately to the Contract Administrator during normal working hours and UMW Police after hours.

- iii. **Keys:** Sufficient keys will be provided by the University to perform the cleaning contract.

Keys shall be picked up by the supervisors each workday and signed out at University Police. PBM shall be responsible for the collection and distribution of keys to employees. Keys are to remain on campus at all times and shall be submitted and signed in at University Police at the end of each workday. Contractor shall be responsible for the cost for replacing lost keys and/or rekeying locks.

1. If a key or access card is lost, the University Contract Administrator and University Police must be notified immediately. PBM shall be responsible for any lost keys, card keys and any resulting damages (i.e. rekeying of whole facility). This cost may be withheld from payment(s). The decision to rekey the whole facility is solely that of the Vice President of Administration and Finance. Failure to report the loss of a key or card will result in immediate termination of the employee and possible termination of the contract.
2. Where access control key boxes are in place the Contractor's employees may be given access to an appropriate key ring to allow access through the building. In this case keys rings must be returned to the box by the employee who accessed the ring prior to the employee leave the building.

- iv. **Proximity Cards and Electronic Access Fobs:** Proximity cards or electronic access fobs are required for all personnel to gain entry into areas secured by the electronic access security system.

PBM shall require all employees performing under this contract to personally sign and be responsible for each electronic access card to gain entry to work areas. This card shall only be used by the individual who has signed for the card and whose picture appears on the card. When the Contractor no longer employs an individual, the card must be returned to the University. Use of an electronic

access card by any other person other than the individual signing for the card shall be ample cause for termination of the contract. The University will assess the appropriate non-refundable charge to the Contractor for replacement cards.

U. **EQUIPMENT & SUPPLIES:** PBM shall provide all necessary equipment, supplies and vehicles needed for the performance of the work under this contract.

i. **Equipment:** Such equipment shall be of the size and type customarily used in work of this kind. No equipment shall be used which could create a safety hazard or is harmful to the buildings or their contents. Equipment utilizing green cleaning products and standards shall be maximized to support the State and University's Sustainability efforts. Electrical power (110 volts) will be furnished by the University at existing power outlets for PBM's use to operate such equipment as is necessary in the conduct of their work. PBM shall be responsible for any damage caused to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning. The University may supply two-way radios for the PBM's on-site manager or supervisors that operate on the University's frequencies.

1. The equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services, and available to the Contractor's employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements. PBM shall mark all equipment so that ownership can be easily identified, and all broken equipment will be removed from the University immediately. It is understood and agreed that the University will in no way be responsible for any theft, disappearances or other misappropriation of any equipment to be supplied by the Contractor, nor for the theft, disappearance, or other misappropriation of any supplies or any other property of the Contractor wherever located.
2. UMW will supply ride-on 28inch scrubbers at the Indoor Tennis Center, Goolrick and Anderson Center. UMW will also supply a ride-on 28inch sweeper for the Indoor Tennis Courts.
3. Contractor shall provide any telephones whether cell or landline and all office equipment for their employees.
4. Contract Manager must have a cellphone on body at all times in case of emergencies.

ii. **Supplies:**

1. All supplies are to be furnished by the Contractor, including all paper goods, soaps, hand sanitizers, dispensers, cleaners, trash bags, etc., currently used throughout all spaces for which the Contractor has responsibility via the contract. The Contractor shall make these supplies and dispensers available to the University Contract Administrator for inspection and approval for use. Sufficient supplies shall be maintained on the job site at all times and made available to the Contractor's employees for use in the performance of required services.
 - a. The Contractor must use large roll bath tissue able to fit in the Georgia Pacific #59012 dispenser, 2000 ft, 2 ply, 12" diameter, approximate 3 1/4" core, (universal size will work) and tear towel rolls able to fit in the Georgia Pacific #54338 dispenser, approximately 7 3/4" x 800 ft, natural with a 1 7/8" core.
2. The Contractor shall use environmentally safe (Green Seal) approved products for at least 70% of their cleaning supplies as part of the University's Mission Statement and on-going commitment to sustainability. The University reserves the right to approve any changes in products being used. Copies of MSDS sheets for all products used will be provided to the Contract Administrator and our UMW Safety team. The Contract Administrator shall

approve all products being used and the Contractor shall ensure the Contract Administrator has an accurate list of the types of supplies being used at all times.

iii. **Space:**

1. The Contractor will be provided a certain amount of space on the University premises. These spaces include, but are not limited to, office space (1), storage closets, and at least one existing custodial closets in each residence hall building.
2. Contractor occupied spaces and any furnishings, supplies and installed equipment shall be operated and maintained in accordance with defined standards, and in strict accordance with the University Environmental Health and Safety, security and corporate policies. It is the University's expectation that the Contractor shall maintain occupied workspaces in a manner that appropriately reflects the care and diligence that it takes in maintaining the University's other facilities.

V. **SAFETY STANDARDS:** PBM must comply with all applicable laws, rules and regulations of federal, state and local government, including but not limited to, equal opportunity laws, environmental laws (including AQMD), and all rules and regulations issued pursuant thereto. Failure to comply with laws may result in termination of the contract. PBM shall immediately correct any work and replace any material provided by it that does not comply with such laws, rules and regulations at its own expense.

W. **OBSERVED HOLIDAYS & UNIVERSITY CLOSINGS:**

- i. Notification of observed holidays and official University closings shall be through the University institutional calendar. The Contractor will be provided a copy of holiday calendar annually.
- ii. Contractor will be allowed to observe same holidays as the institution with the understanding that should there be events, e.g. athletic, special events etc., these would require "on demand" cleaning and/or staffing support.

X. **VEHICLE RESTRICTIONS:** All vehicles must remain on paved surfaces except as authorized by the Contract Administrator, along with notifying the Office of Parking Management. All vehicles must properly display current license plates and city/county decals as required by Virginia law. Contractor's vehicles are required to be registered with the Office of Parking Management in order to obtain a parking decal.

Y. **REPORTING REQUIREMENTS:**

- i. **Status Reports (Daily, Weekly & Monthly):**
 1. PBM shall provide daily, weekly, and monthly status reports to the Contract Administrator. Monthly reports should be submitted by the 10th for the previous month's activities. The report shall include, but is not limited to, review of monthly activity, custodial training, personnel changes, custodial maintenance work order request by activity, building inspection activity, product purchase and usage, and any project work. This shall also include Key Performance Indicators (KPI) such as a monthly review of the following:
 - a. All maintenance requests reported by custodial staff members
 - b. Project work completed compliance with task and frequency standards
 - c. Setup activity and post event quality surveys
 - d. There shall be periodic reviews of the survey data from administration, staff, faculty, and students.
 2. Inspection Reports (weekly) – PBM's manager or designee shall complete scheduled and random inspections after cleaning has been completed. The University reserves the right to complete random inspections.

3. Green Cleaning (monthly) – PBM shall provide the spend totals (\$) for green cleaning products and also the percent of spend (%) on green cleaning products vs all other products to the VP for Business Services or designee.
- ii. Quarterly Reports:
 1. PBM shall provide quarterly reports to the Contract Administrator which reviews and summarizes the data provided in the monthly report, all custodial activities and provides additional to include, but is not limited to:
 - a. Level of preparation for upcoming events/projects
 - b. Anticipated changes
 - c. Any custodial recommendationsPBM shall prepare the quarterly report for oral presentation to University representatives and upper management.

Z. ORDERS, BILLING AND INVOICING:

- i. Upon approval of the invoice by an authorized University representative, payment shall be made within thirty (30) days.
- ii. Annual prices shall be divided into 12 equal payments and invoiced to the University monthly.
- iii. The University will not reimburse PBM for time or mileage to and from the job site. This includes going to and from supply houses.
- iv. Time and material invoices must show the following information:
 1. Number of employees and hours worked
 2. Hourly rate used
 3. Quantity and unit price of materials used
 4. Total cost

OSHA REQUIREMENTS: PBM shall, consistent with the manner described below, comply with all federal and state occupational safety and health (OSHA) regulations which apply to the employees of the Contractor performing work for the University. Unless otherwise specified in writing, signed by both the University and the Contractor, the following items describe the general obligations of the University and the Contractor with regard to OSHA compliance in the Commonwealth of Virginia. The Contractor shall ensure that its employees are trained in general safe work practices prior to commencement of services for the University. The Contractor shall provide an appropriate level of supervision for its employees when these employees are providing services for the University, and shall conduct pre-project planning in keeping with trade practices. The Contractor shall conduct an EH&S inspection of the University's work site before assigning employees to work there, and conduct inspections thereafter on a periodic basis as required. The University is the sole and final authority on all policies and requirements relating to OSHA compliance at the University. The Contractor shall take immediate action to desist and remedy any OSHA violation identified by the University.

- A. Material Safety Data Sheets: Contractor shall furnish to the Contract Administrator and Campus EH&S Officer copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service in any facility. Contractor must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the University's EH&S Officer and Contract Administrator, prior to the product being used in any facility. The MSDS must be in compliance with OSHA Regulation 1910.1200, paragraph g.

- B. Labeling of Hazardous Materials: Contractor shall comply with OSHA Regulation 1919.1200, paragraph f, concerning the labeling of all chemical containers.
- C. Caution Signs: Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the University. Caution signs shall be on-site on commencement of Contract.
- D. Blood Pathogens: Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the University's Contract Administrator.
- E. Proof of Compliance: Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the University's Contract Administrator upon commencement of this contract.
- F. Labeling of Supplies/Chemicals: The Contractor shall purchase and issue all chemicals in their original containers. Materials that require precautionary warnings shall have affixed to all containers such labels or law, regulatory agencies or this Contract prescribes markings as. Markings or labeling of materials containing hazardous or toxic substance or wastes shall be in accordance with all Federal, State and City/County laws, ordinances, rules and regulations.
- G. Slip Resistance: The Contractor shall verify that all floor finishes, seals, spray buff solutions and other such chemicals applied to non-carpeted floors provide adequate protection against slippery floors. Any observed instances of slippery or slick floors shall be corrected immediately upon discovery.
- H. Germicidal Disinfectants: The Contractor shall use only germicidal disinfectants that bear an Environmental Protection Agency (EPA) registration number.
- I. Environmental Hazards: The Contractor shall comply with all safe waste disposal standards put forth by the Department of Environmental Quality. Failure to comply with the Virginia Department of Environmental Quality (DEQ) standards shall result in a fine of \$5,000 per event plus cost of cleanup.

STANDARD OF CLEANING

BASE REQUIREMENT FOR EXPECTED STANDARD OF CLEANING FOR ALL BUILDINGS

All assigned buildings are expected to be cleaned using the following scope for the expected standard for cleaning.

RESTROOMS:

- Replenish all paper products and soap supplies as needed to ensure dispensers are not left empty.
- Thoroughly clean, disinfect and polish sinks and counter tops.
- Clean and disinfect door handles and lights switch covers.
- Clean and polish all mirrors, chrome fixtures and ceramic tiles.
- Clean walls, doors, stalls inside and outside of dust, dirt and markings of any kind.
- Clean and disinfect toilet, bowl and seats, and urinals, inside and outside, to include base.
- Sweep and mop floors with disinfectant.
- Empty and clean trash receptacles daily.
- High dust HVAC registers monthly.
- Outdoor restrooms must keep doors and entrances clean and clear of debris.

ADMINISTRATIVE OFFICES, STAFF CUBICLES, RECEPTION AREAS:

- Empty and clean trash receptacles daily.
- All carpet surfaces must be vacuumed once per week.
- VCT flooring dust mopped and wet mopped once per week.
- Dust desks, shelves, file cabinets, and any other flat surface that is free of papers and other materials once per week.
- Empty recycle containers in staff cubicles at least once per week.
- Clean/disinfect countertops and table tops twice per week.
- Clean glass three times per week.
- High dust HVAC registers monthly.
- Turn off lights and lock doors if the area is not occupied once cleaning completed.

STAIRWELL AND ELEVATORS:

- Sweep as needed to keep floors clean.
- Elevator floor and threshold, wet mop or vacuum one time a week.
- Clean Elevator walls as needed to maintain clean and streak free.
- Sweep and wet mop stairs twice a week, keep clean of spill as needed.
- Dust Hand rails once a week.
- Clean glass three times per week.

HALLWAYS AND ENTRYWAYS:

- Empty and clean trash receptacles daily.
- Door glass should be cleaned, inside and outside, daily.
- Hard flooring must be dust mopped daily.
- Display case glass must be cleaned daily.
- Clean and disinfect drinking fountains once per week.
- Auto Scrub or wet mop once per week.

- Entrance mats and debris grates must be vacuumed/cleaned twice per week.
- Carpet must be vacuumed three times per week.
- Door frames must be kept clean of spills and spatters.
- Doors and Windows must be kept clean and clear of webs.
- High dust HVAC registers monthly.

ENTRANCES, CENTRAL STAIRCASES, BALCONIES:

- Building entrances will be maintained to provide positive first impressions.
- Sweep stairs and landing daily, corners must be kept clean at all times.
- Dust railing and banister weekly.
- Wet mop three times per week.
- Clean glass three times per week.
- Spills and/or spots on steps are to be cleaned as needed.
- Clean thresholds as needed.
- Doors and railing must be kept free of insect webs and other debris.

KITCHENS AND BREAKROOMS:

- Empty and clean trash receptacles daily.
- Clean/disinfect table(s) daily.
- Thoroughly clean, disinfect and polish sinks and counter tops.
- Replenish paper products and soap supplies.
- Auto scrub or wet mop with disinfectant once per week.
- Clean and disinfect drinking fountains once per week.
- Dust mop or vacuum floors two times per week.
- High dust HVAC registers monthly.

CONFERENCE AND MEETING ROOMS:

- Empty and clean trash receptacles daily.
- Auto scrub or wet mop once per week.
- Vacuum carpet once per week.
- Clean and disinfect drinking fountains once per week.
- Clean table tops and chairs twice per week.
- Dust mop hard floors twice per week.
- Dust video monitors two times per week.
- Clean glass two times per week.
- Clean whiteboards and trays as needed.
- Clean/vacuum soft furniture as needed.
- Walls and doors should be kept clean of food and spills.
- High dust HVAC registers monthly.

COMMON AND LOUNGE AREAS:

- Empty and clean trash receptacles daily.
- Clean table tops daily.

- Clean and disinfect drinking fountains once per week.
- High dust flat surfaces, lights fixtures, fireplaces, walls, and counter areas once per month.
- Auto Scrub or wet mop hard flooring once per week.
- Wood trim and baseboard must be dusted and cleaned two times per week.
- Dust video monitors two times per week.
- Clean glass, to included display cases, three times per week.
- Vacuum carpet surfaces three times per week.
- Dust mop hard flooring three times per week.
- Soft furniture and seat must be kept clean of food and spills.
- Corners must be kept clean at all times.
- Soft seating upholstery and carpet must be cleaned every six months.
- High dust HVAC registers monthly.

CLASSROOM AND LABS (No chemical cleaners on computer monitors)

- Empty and clean trash receptacles daily.
- Clean whiteboards and chalkboards, to include trays, daily.
- Vacuum carpet floors once per week.
- Auto scrub or wet mop floors once per week.
- Clean/disinfect table and desk tops twice per week.
- Clean glass three times per week.
- Dust mop floors three times per week.
- Refinish floors during fall winter and spring breaks.
- High dust HVAC registers monthly.

LOCKER ROOMS:

- Empty and clean trash receptacles daily
- Vacuum carpets daily; shampoo carpet during Summer and Winter breaks.
- During the academic year (August – May) shower and hard floor surfaces are to be cleaned and sanitized Mondays, Wednesdays, and Fridays. During other periods and breaks, showers and hard floor surfaces are to be cleaned once per week.
- Dust and wipe down lockers once per week.
- Clean and disinfect drinking fountains once per week.
- Replenish all paper products and soap supplies as needed, to ensure dispensers are not left empty.
- Thoroughly clean, disinfect and polish sinks and counter tops.
- Clean and polish all mirrors, chrome fixtures and ceramic tiles.
- Clean walls, doors, stalls inside and outside of dust, dirt and markings of any kind.
- Clean and disinfect toilet, bowl and seats, and urinals, inside and outside, to include base.
- High dust HVAC registers monthly.

CLEANING FOR SPECIFIC LOCATIONS
CLEANING EXPECTATION IN ADDITION TO BASE REQUIREMENTS

ANDERSON CENTER – TEAM ROOM 6 AND THE PRESIDENT’S BOX (after events and once per week)

- Soft furniture and seat must be kept clean of food and spills.
- Clean and disinfect table and countertops.
- Vacuum carpet.
- Sweep and wet mop floors.
- Dust video monitors, computer and consoles

FITNESS CENTER – WEIGHT TRAINING AREA AND CARDIO TRAINING AREA - Provide a daily presence via porter in the center during normal hours of operation: Monday – Friday 10am – 6pm; Saturdays 2pm – 6pm and Sundays 4pm – 8pm. Porter will cover routine needs throughout the day with extra cleaning support for floors, mats, etc.

- Dust mop or wet mop and disinfect floors around and under equipment daily.
- Clean and disinfect drinking fountains, water and ice machines daily.
- Clean and disinfect all exercise mats with a 10% bleach solution at the end of the day when facility is closed and once during low volume use in the afternoon (12:30pm – 2:00pm).
- Auto scrub hard flooring once per week.
- Clean all interior window glass and polish mirrors once per week.
- Clean and disinfect all machines and rack frames weekly.
- High dusting and cleaning of televisions sets, audio speakers and wall mounted sport figures monthly.

GARI MELCHERS HOME & STUDIO - Routine cleaning three (3) days per week, usually Tuesday, Thursday and Sunday. Areas to be cleaned: offices and common areas in the main house, the visitor center, the Pavilion and one small office in the converted outbuilding. Event cleanup after Pavilion use.

GOOLRICK HALL – AUXILIARY GYM FLOOR AND RACQUETBALL COURT

- Dust mop gym floor daily, with an approved dust mop treatment, or as directed by the Building Manager.
- Clean spill from floors as needed to prevent damage.
- Auto scrub gym floor with approved cleaners, as directed by Building Manager.
- Clean and disinfect drinking fountains weekly.

GOOLRICK HALL – POOL DECK

- Pool deck is to be cleaned and disinfected once per week using auto scrubber.
- All stands and benches are to be clean and wipe down once per week and following swim meets.
- Clean and disinfect drinking fountains weekly.

GOOLRICK HALL – ATHLETIC WEIGHT TRAINING AND CARDIO TRAINING AREAS

- Disinfect all exercise equipment with approved gym wipes once per week.
- Clean and disinfect all exercise mats with a 10% bleach solution once per week.
- Clean glass and mirrors once per week.
- Auto scrub hard flooring once per week.
- Dust mop floor Tuesdays and Thursdays around and under equipment.
- Clean and disinfect drinking fountains weekly.

- High dust HVAC registers weekly.

HURLEY CONVERGENCE CENTER – DIGITAL AUDITORIUM - The Convergence Center's hours of operation are seven (7) days per week 7am – 10pm. All floor cleaning to be done outside building operational hours.

- Dust mop and clean floor once per week and prior to events.
- Clean and wipe down all seating following events.
- Walls and doors should be kept clean of food and spills.
- Dust video monitors two times per week.

INDOOR TENNIS CENTER - Cleaning to be performed after hours: Monday – Friday after 9pm and Saturday – Sunday after 6pm.

- All courts cleaned with the sweeper before using the scrubber on the courts.
- Courts need to be swept two (2) days per week, preferably Monday and Friday from November 1 through the end of March. From April through October the courts can be swept once per week.
- Courts need to be scrubbed on request, maximum of 12 times per year.
- Stairwells to be swept and mopped at least once per month unless there has been an event.
- Carpet upstairs vacuumed once per week and as needed (before an event if requested, after an event if obvious).
- Trash to be taken to cart by side door and then wheeled out to the dumpster next to the outdoor courts, behind the shed.
- Perimeter of the courts, which is concrete sidewalk, swept and cleaned once per month
- Check all restrooms and clean as necessary.
- Vacuum entrance rugs.
- Empty trash on courts and throughout building where necessary.

JAMES MONROE MUSEUM & MEMORIAL LIBRARY (JMMML) - Cleaning of the JMMML is to be performed each Wednesday from 8:30am – 9:30am.

- Clean and shine glass storm doors inside and out at Museum entrances
- Vacuum and damp mop all hardwood floors, stairs, shop area and 2nd floor
- Vacuum hall carpet and designated galleries – no cleaning under museum objects or within exhibits
- Clean all baseboards
- Empty trash from indoor and courtyard receptacles and place out by curb for Thursday pick-up (UMW will supply liners)
- Clean ceiling light fixtures and dust mini blinds monthly.

ROSNER ARENA GYM FLOOR

- Gym floor should be maintained as new at all times; wet mops are not to be used except to pick up spills.
- Dust mop gym floor daily, with an approved dust mop treatment.
- Clean spill from floors as needed to prevent damage with approved cleaners.
- Auto scrub gym floor with approved cleaners, as directed by Athletics Facility Manager.
- Set up arena including opening/closing bleachers, laydown/pickup floor covering, and erect stage for events as directed, including weekends. Support services may be required outside of core operating hours.

SIMPSON LIBRARY – THINK LAB (Room 225A) AND SPECIAL COLLECTIONS & ARCHIVES (Room 217)

- Empty and clean trash receptacles left outside the doors.
- Cleaning of these areas will be completed as requested by work order.

STAFFORD CAMPUS – UNIVERSITY HALL, GATES HUDSON BUILDING (before and after events)

- Vacuum carpet once per week.
- Clean and disinfect table tops.
- Clean/vacuum soft furniture as needed.
- Clean glass once per week.
- Walls and doors should be kept clean of food and spills.
- Dust video monitors weekly.

UNIVERSITY CENTER - The University Center's (UC) hours of operation are Sunday – Saturday 6am – 12am. Cleaning of the UC will be completed at an APPA level 3 or better. The UC will be staffed daily with one (1) day porter from 9am – 6pm and evening cleaning will take place from 10:30pm – 7am, to include weekends. Spaces not represented are cleaned by the University's dining services contractor.

CLEANING AREAS (to be adjusted as needed based on the University's needs)

1 st Floor	2 nd Floor
<ul style="list-style-type: none"> • Multi-Purpose Room and Multi-Purpose Storage Room • Quiet Lounge and Kitchenette • Main Corridors and Service Corridor • Stairways and Elevators • Gallery and Coat Storage • Restrooms 	<ul style="list-style-type: none"> • Main Entrance and Lobby Area • Campus Living Areas and Corridors • Retail Space and Career Center • Stairways and Elevators • Restrooms • Service Corridor • Game Room (carpet area)
3 rd Floor	4 th Floor
<ul style="list-style-type: none"> • Work Room and Meeting Rooms • UMW Staff Offices • Common/Lounge Areas • Conference Room and Break Rooms • Restrooms • Balconies and Entrances 	<ul style="list-style-type: none"> • Balconies and Adjacent Seating Area • Restrooms • Stairway and Elevators

SUMMER RESIDENCE HALL CLEANING

SCOPE OF WORK FOR SUMMER INITIAL CLEANING AND RE-CLEANING FOR THE RESIDENCE HALLS

DORM ROOMS:

- Hard surface floors are to be vacuum to ensure floor are clean and free of hair and dust.
- VCT floor must be stripped and waxed, applying two coats of approved finish.
- Wood floor must be sealed.
- Carpet flooring is to be vacuum and shampooed.
- Bed frames and mattresses are to be wiped down with a disinfectant cleaner.

- Dresser and desk drawers are to be cleaned and wiped out with an appropriate cleaner.
- All flat horizontal surfaces must be clean and dusted.
- Window sill and frames must be cleaned.
- Glass and mirrors must be cleaned.
- HVAC vents must be clean and dust free.
- Doors and wall must be cleaned, free of any spills or dirt.

BATHS AND SHOWERS:

- Hard surface floors are to be vacuum to ensure floor are clean and free of hair and dust.
- Showers, sinks, toilet must be cleaned and disinfected, to include base.
- All chrome and mirrors, and glass must be cleaned and polished
- Shower curtains are to be replaced.
- VCT flooring must be stripped and waxed; top scrubbing acceptable with prior approval.
- Medicine cabinets must be thoroughly cleaned.
- Tile and grout must be cleaned free of mold and mildew.
- Tile showers and flooring must be cleaned and disinfect.
- Walls and doors must be cleaned and free of spatter and dirt.
- Light and receptacle plates must be clean.
- Window sill and frames must be cleaned.
- HVAC vents must be clean and dust free.

KITCHENS:

- All appliances are to be move, to allow cleaning of floor sand walls that are otherwise covered.
- Stoves and ovens must be thoroughly cleaned, to include glass.
- All flooring should be vacuumed to ensure floor is free of crumbs, dirt, and hair.
- Refrigerators are to be cleaned inside and out, to include door gaskets.
- Dishwashers are to be cleaned.
- VCT flooring must be stripped and waxed; top scrubbing acceptable with prior approval.
- Clean and wet mop, no wax flooring, with an appropriate cleaner.
- All cabinets and drawers must be cleaned, and free of crumbs and debris.
- Sinks and counter top must be cleaned and free of spills.
- Clean and dust exhaust fans.

COMMON AND LOUNGE AREAS:

- Empty and clean trash receptacles.
- Soft furniture and seats must be cleaned of food and spills.
- Clean table tops and legs.
- Vacuum and shampoo carpet floors.
- VCT flooring must be stripped and waxed; top scrubbing acceptable with prior approval.
- Wood Flooring must be sealed.
- Walls and door must be cleaned of spills and dirt.
- Dust television monitors and game consoles.
- Wipe down game table and pool tables.

STAIRWELL AND ELEVATORS:

- Sweep and wet mop stairs.
- Strip and wax VCT landings.
- Elevator floor and threshold, wet mop or vacuum.
- Clean elevator walls and dust hand rails.
- Clean glass and doors.
- Wall must be cleaned of spills and dirt.

ENTRANCES AND HALLWAYS:

- Door glass should be cleaned inside and outside.
- Entrance mats and debris grates must be vacuumed/cleaned.
- Door frames must be cleaned of spills and spatters.
- Carpet must be vacuumed, and shampooed.
- Hard flooring must be stripped and waxed; top scrubbing acceptable with prior approval.
- Display case glass must be cleaned.
- Doors and windows must be cleaned and clear of webs.
- Empty and clean trash receptacles.
- Clean and disinfect drinking fountains.

SUMMER RE-CLEANING:

- Light cleaning of residential units: flat surfaces cleaned and dusted, kitchens and bathrooms cleaned and disinfected
- Floors vacuumed or mopped

CONTRACT PRICING
PRICING AND PAYMENT TERMS

Payment for Zones 1 – 4 will be broken into 12 installments and paid monthly upon receipt of a valid invoice and after approval by the Contract Administrator. Zone 5 will be paid once a valid invoice is received after the cleaning and inspection of each residence hall and approval of the Contract Administrator.

On demand cleaning shall be billed on a time and materials basis using the hourly rates. Supporting documentation and receipts for chemicals and materials used must be submitted with the invoice to the Contract Administrator in order for payment to be approved.

Custodial Hourly Rate: \$16.03

Manager Hourly Rate: \$32.05

ZONE 1

Anderson Center	\$65,765.05
Athletic Stone House	\$3,000.00
Fitness Center	\$22,522.75
Goolrick Hall	\$97,753.45
Indoor Tennis Center	\$35,838.00
Comfort Station Restroom	\$250.00
Recreation Field Restrooms	\$250.00
Baseball Stadium Restrooms	\$500.00

ZONE 2

Hurley Convergence Center	\$132,600.00
Simpson Library	\$101,500.00

ZONE 3

University Campus Center	\$165,750.00
UMW Apt [10 Apts] (Foyers, Laundry, Club House)	\$15,723.80

ZONE 4

Eagle Village Office Suites (300, 400, 480)	\$8,482.00
Gari Melchers Home & Studio (Belmont)	\$8,700.00
James Monroe Museum & Mem Lib	\$5,300.00
Stafford Campus – South Building (121)	\$51,750.00
Stafford Campus – Gates Hudson (125)	\$48,300.00

ZONE 5A

Alvey Hall	\$6,064.92
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Arrington Hall	\$6,064.92
Ball Hall	\$5,218.56
Bushnell Hall	\$6,533.28
Custis Hall	\$2,401.92
Eagle Landing – North & South	\$43,957.26
Framar House	\$946.44
Jefferson Hall	\$8,191.80
Madison Hall	\$2,401.92
Marshall Hall	\$7,169.04
Mason Hall	\$8,358.12
Randolph Hall	\$7,872.12
Russell Hall	\$1,520.64
South Hall	\$6,064.92
UMW Apartments [price per apt building]	\$2,545.00
Virginia Hall	\$8,298.36
Westmoreland Hall	\$4,951.80
Willard Hall	\$8,076.60

ZONE 5B

Alvey Hall	\$2,695.52
Arrington Hall	\$2,695.52
Ball Hall	\$2,319.36
Bushnell Hall	\$2,903.68
Custis Hall	\$1,067.52
Eagle Landing – North & South	\$19,536.56
Framar House	\$420.64
Jefferson Hall	\$3,640.80
Madison Hall	\$1,067.52
Marshall Hall	\$3,186.24
Mason Hall	\$3,714.72
Randolph Hall	\$3,498.72
Russell Hall	\$675.84
South Hall	\$2,695.52
UMW Apartments [price per apt building]	\$1,131.00
Virginia Hall	\$3,688.16
Westmoreland Hall	\$2,200.80
Willard Hall	\$3,589.60

GENERAL TERMS AND CONDITIONS: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting contract:
<http://adminfinance.umw.edu/procurement/umw-policies-and-procedures-2/>

SPECIAL TERMS AND CONDITIONS:

- A. ADDITIONAL SERVICES:** The University and the City reserves the right to request the Contractor to provide additional services under similar market-based pricing, and terms and conditions, to make modifications or enhancements. Such additional services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional services shall be provided to the Agencies at favored nations pricing, terms, and conditions.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to, and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** The University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon ninety (90) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon ninety (90) days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
- E. CONTINUITY OF SERVICES:**
 - i. The Contractor recognizes that the services under this contract are vital to the University and must be continued without interruption and that, upon contract expiration, a successor, either the University or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor
 - b. To make all University owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor
 - c. That the University's Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor
 - ii. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - iii. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- F. E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous twelve (12) months entering into a contract in excess of

\$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- G. **EXCLUSIVITY:** The University reserves the right to procure any services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
- H. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, good or equipment delivered.
- I. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by §1261 of Title 15 of the United States Code (USC) or "Pesticides" as defined in §136 of Title 7 of the United States Code, then the offeror, by submitting their proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the offeror does not violate any of the prohibitions of Title 15 U.S.C. §1263 or Title 7 U.S.C. §136.
- J. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the offeror to submit such data sheets may be cause for a lower score for the proposal.
- K. **PERFORMANCE BOND:** PBM shall deliver to the University's purchasing office executed Commonwealth of Virginia Standard Performance Bond in the sum of the contract amount, with the Commonwealth of Virginia as obligee within one hundred eighty (180) days of contract execution. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia.
- L. **PERMITS:**
 - i. The Contractor shall be responsible to obtain all necessary permits for work directed under this contract. Payment for such will be made on the basis of invoiced/billed cost to the Contractor.
 - ii. The Contractor shall comply with all applicable federal, state and local laws, codes and regulations in connection with the accomplishment of work under this contract. The Contractor shall be responsible for all damages to persons and/or property that occur as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public and the property.
- M. **PRICE ESCALATION/DE-ESCALATION:**
 - i. Price adjustments may be permitted for changes in the contractor's cost of materials. No price increases will be authorized for one hundred and eighty (180) calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each sixty (60) days thereafter and only where verified to the satisfaction of the Procurement office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the University.

- ii. Contractor shall give not less than thirty (30) days advance notice of any price increase to the Procurement office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full thirty (30) day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will:
 - a. Verify that the requested price increase is general in scope and not applicable just to the University
 - b. Verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
 - iii. The Procurement office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Procurement office.
- N. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- O. **RECYCLING POLICY:** It shall be the policy of the University of Mary Washington to support and encourage conservation and recycling efforts by vendors, students, faculty and staff.
- P. **RENEWAL OF CONTRACT:** This contract may be renewed by the University for nine (9) successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.
 - i. If the University elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional one year shall not exceed the contract prices of the original contract increased/decreased by the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - ii. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- Q. **STANDARDS OF CONDUCT IN THE WORKPLACE:** The University of Mary Washington, an agency of the Commonwealth of Virginia, strictly forbids harassment of any employee, applicant for employment, vendor, contractor or volunteer in the workplace, on the basis of an individual's race, sex, color, national origin, religion, sexual orientation, age, veteran status, political affiliation or disability. The Commonwealth will not tolerate any form of retaliation directed against an employee or third party who either complains about harassment or who participates in any investigation concerning harassment. The Commonwealth expressly prohibits workplace violence. Prohibited conduct includes but is not limited to:
 - i. Injuring another person physically;
 - ii. Engaging in behavior that creates a reasonable fear of injury to another person;

- iii. Engaging in behavior that subjects another individual to extreme emotional distress;
- iv. Possessing, brandishing, or using a weapon that is not required by the individual's position while on state premises or engaged in state business;
- v. Intentionally damaging property;
- vi. Threatening to injure an individual or to damage property;
- vii. Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- viii. Retaliating against any employee who, in good faith, reports a violation of this policy

Violations of the above standards of conduct may result in requests for apparent offenders to temporarily or permanently leave the workplace.

Definitions:

- i. **Workplace:** Any location, either permanent or temporary, where an employee or third party performs any work-related duty. This includes, but is not limited to, the buildings and the surrounding perimeters, including the parking lots, field locations, alternate work locations, and travel to and from work assignments.
- ii. **Third parties:** Individuals who are not state employees, but who have business interactions with state employees. Such individuals include, but are not limited to:
 - a. Customers, including applicants for state employment or services
 - b. Vendors/Contractors
 - c. Volunteers
 - d. Relatives
 - e. Unknown parties
- iii. **Workplace Violence:** Any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide, shooting, rape, attempted suicide, psychological trauma such as threats, obscene phone calls, an intimidating presence, and harassment of any nature such as stalking, shouting or swearing.

Pursuant to the authority provided in Chapter 10 and 12, Title 2.2 of the Code of Virginia

- R. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications, and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. USE OF PREMISES AND REMOVAL OF DEBRIS:** The contractor shall
 - i. Perform the contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any contractor;
 - ii. Store apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor; and
 - iii. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
 - iv. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end at all times the site of the work shall present a neat, orderly and workmanlike appearance.
 - v. Park vehicles in designated areas. Contractor shall obtain approval from the Office of Parking Management for parking in other areas.
- T. TERMINATION BY THE UNIVERSITY FOR CONVENIENCE:** The University may terminate any resulting contract at any time for convenience, in whole or in part, upon giving the Contractor ninety (90) days written notice of

such termination. The Contractor shall receive as full compensation for termination and assignment the following:

- i. All amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
- ii. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence; and
- iii. Upon payment of the forgoing, the University shall have no further obligations to the Contractor of any nature.

U. TERMINATION WITH CAUSE: UMW shall have the right to terminate any resulting contract agreement immediately upon written notice to the Contractor if the Contractor:

- i. Is adjudicated insolvent or declares bankruptcy;
- ii. Fails to make available as agreed to the compensation to University of any sum due pursuant to the agreement within thirty (30) days following Contractor's receipt of written notice from the University that such compensation is past due; or
- iii. Shall be in material breach of the contract which breach the Contractor fails to cure within thirty (30) days of the Contractor's receipt of written notice from the University specifying such breach (including time, place and person(s) involved).

V. WARRANTY OF MATERIALS AND WORKMANSHIP:

- i. The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades. Work not conforming to these warranties shall be considered defective.
- ii. This warranty of materials and workmanship is separate and independent from, and in addition to, any of the contractor's other guarantees or obligations in this contract.

W. WORK SITE DAMAGES: Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

X. WORK ESTIMATES (TIME AND MATERIALS WORK): Work completed as time and material shall have a non-binding written estimate of the total costs to complete the work required furnish to the University by the Contractor. The estimate must include all labor categories, the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the University determines that the estimated price is not fair and reasonable, the University has the right to ask the Contractor to re-evaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the University reserves the right to obtain additional quotes from other vendors. A work order will be issued to the Contractor, as the authority to proceed with the work, followed by an eVA purchase order, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor's personnel shall log in with the designated contract administrator each day before and after to confirm labor hours.

Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in the Commonwealth of Virginia's Procurement Manual for Institutions of Higher Education and their Vendors.

In witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

Professional Building Maintenance, Inc

Signature: _____

Name: _____

Title: _____

Date: _____

FEIN#: _____

PURCHASING AGENCY

University of Mary Washington

Signature: _____

Name: _____

Title: _____

Date: _____

Note: This public body does not discriminate against faith-based organizations in accordance with §36 of the Governing Rules (§23-38.88) or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.