

CONTRACT MODIFICATION NO. 9
BETWEEN THE COMMONWEALTH OF VIRGINIA,
UNIVERSITY of MARY WASHINGTON and PROFESSIONAL BUILDING MAINTENANCE
DATE: 06 August 2020

In accordance with the terms and conditions of the original Contract, UCPUMW 16-487, "Changes to the Contract", under the General Terms and Conditions, the following modifications have been mutually agreed upon.

The following additional services will be added at no additional cost to UMW to meet Covid-19 concerns as UMW prepares for Reopening:

It is important to note that these standards are evolving and may change in order to remain compliant with UMW's approved Reopening Plan.

1. All touch points on the campus shall be sanitized at a minimum of twice a day and those times strategically selected to meet higher usage times. Touch points with greater frequency of use (stair rails, door knobs, elevator buttons) may require additional sanitizing.
2. Sanitize and Replenish Toiletries and Remove Trash in the evenings in all communal bathrooms in Willard, Jefferson, and Russell during non-work days (Saturday, Sunday and Holidays).
3. Sanitize all Public Restrooms on UMW campus at a minimum of twice a day during non-work hours and days and in evenings during normal work days.
4. Sanitize all COVID spaces that house positive test occupants on a daily basis, at a minimum.
5. Clean and Sanitize all examination rooms, bathrooms, and sweep floors in Marshall daily. Sweep hallways in Marshall twice a week, at a minimum. Daily trash removal and cleaning of basement community areas, basement dorm rooms being used for medical examination rooms, and all public bathrooms. At a minimum, twice a week, clean all public areas in building except dorm rooms.
6. Residence Hall Community showers shall be cleaned and sanitized at a minimum, twice a day, 7 days a week.
7. Custis Hall – Daily trash pickup. At a minimum, twice per week, clean all public areas in building except dorm rooms.
8. South Hall – Daily trash pickup. At a minimum, twice per week, clean all public areas in building except dorm rooms.
9. Community Showers/Bathrooms in Willard, Jefferson and Russell, at a minimum, shall be cleaned and disinfected.
10. Clean and sanitize the Fitness Center twice a day.

11. Clean and disinfect quarantine/isolation rooms after tenants move out at a rate of no more than \$1.00 per square foot. Quotes will be provided to UMW for approval prior to cleaning.

Covid-19 Related Changes:

1. Cancellation of Contract Clause is hereby modified to require only twenty (20) days written notice to cancel and terminate the contract, in whole or in part, without penalty for any cancellation/termination related to Covid-19.

2. The following required Clauses are hereby incorporated into the contract:

a. Debarment and Suspension Clause (2 C.F.R. Part 200 Appendix II(h))

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined as 2 C.F.R. §180.995) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the University of Mary Washington if it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the University of Mary Washington, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The agency, bidder, or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

b. Procurement of Recovered Materials

(i) In the performance of this contract, the Contractor shall make maximum use of products contained recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitive within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

c. Byrd Anti-Lobbying Clause (2 C.F.R. Part 200 Appendix II(I))

(1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a pre-requisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements apply to this certification and disclosure, if any.

Signature and Name and Title of Contractor's Authorized Official

d. Access to Records.

- (1) The Contractor agrees to provide the University of Mary Washington, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or any work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the University of Mary Washington, and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

f. Termination for Cause or Convenience

The University of Mary Washington reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 20 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 20 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

g. CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (29 C.F.R. 5.5(b))

- (1) Overtime Requirements: No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages: The University of Mary Washington shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (1) through (4) of this section.

h. Clean Air Act and the Federal Water Pollution Control Act Clauses (2 C.F.R. Part 200 Appendix II(G))

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the University of Mary Washington and understands and agrees that the University of Mary Washington will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(5) The contractor agrees to report each violation to the University of Mary Washington and understands and agrees that the University of Mary Washington will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environment Protection Agency Regional Office.

(6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

i. Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the University of Mary Washington, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the University of Mary Washington or the Commonwealth of Virginia may have.

j. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, Appendix II(A))

1. Contractual Disputes: In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the University of Mary Washington no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the University of Mary Washington at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The University of Mary Washington shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
 2. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the University of Mary Washington's decision on the claim, unless the University of Mary Washington fails to render its decision within thirty (30) days. The decision of the University of Mary Washington shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia §2.2-4365.
 3. The Commonwealth of Virginia or the University of Mary Washington, and their officers, agents and employees, including without limitation, the Contracting and Ordering Officers, are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agents of the Commonwealth of Virginia or University of Mary Washington that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise thereunder.
 4. In the event of any breach by the Commonwealth of Virginia or University of Mary Washington, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor remedies include the right to terminate any services hereunder.
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All other terms and conditions of the original contract referenced above shall remain in force.

By signing this modification, representatives of each party are certifying authorization to sign and agree to be bound by the terms and conditions of the contract.

CONTRACTOR

Professional Building Maintenance

Signature: _____

Name (Printed): _____

Title: _____

Email: _____

Phone: _____

Date: _____

AGENCY

University of Mary Washington

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

[Handwritten Signature]

Justin Thacker

President

pbmco@att.net

540-371-1921

8-7-2020

[Handwritten Signature]

Melva A. H. Kishpaugh

Director, Procurement Services

August 11, 2020