

**Purchase
Change Request**



Marshall University
Office of Purchasing
One John Marshall Drive
Huntington, WV 25755-4100

Order #
MU19MAINT

FY 22	Buyer TD	Date 8/31/2021	Account Various	P.O. Date 01/25/19	Contract MU19MAINT
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Document <input type="checkbox"/> Requisition (Cancellation only) <input type="checkbox"/> Regular Purchase Order <input type="checkbox"/> Contract Purchase Order <input type="checkbox"/> Open End Contract Purchase <input checked="" type="checkbox"/> Agreement	Document Action <input type="checkbox"/> Cancellation <input type="checkbox"/> Increase/Decrease <input type="checkbox"/> Unused Balance <input type="checkbox"/> Freight <input type="checkbox"/> Renewal <input type="checkbox"/> Extension Error	<input type="checkbox"/> Error in Total Amount <input type="checkbox"/> Change of Account <input type="checkbox"/> Change of Vendor Name/Address <input checked="" type="checkbox"/> Other
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Vendor Name, Address, Phone #, etc. Atalian Global Services PO Box 74008995 Chicago, IL 60674 8995	Vendor Code	BOG Unit Name & Address Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100
Ph# 614-246-8145	Fax	FEIN# 310620970

Item#	Quantity	Description of Change	Unit Price	Extended Price
		<p align="center">Change Order # 6</p> <p>To add references pages from original Request for Proposal pages to contract according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders.</p> <p align="center">Cleaning Services</p> <p>Added: Original Request for Proposal Request for Proposal Addendum One Table of Contents from Request for Proposal</p> <p>Effective Dates: 01/01/2021 - 12/31/2021 Renewal: 2 of 4 Remaining Renewals: 2</p>		

Reason for Change: Administrative addition	Previous Total	\$ Open End
	Increase	\$ _____
	Decrease	\$ _____
	New Total	\$ Open End

Approved: *Tracy Brandolini* 9/1/2021
 Authorized Signature Date

N/A
 Attorney General if required Date

Request for Proposal		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-3157	Proposal# MU19MAINT

Vendor:	For information contact:
Phone:	Buyer: Harold Sanders, Contract Specialist Phone: (304) 696-2822
Email:	Email: sanders13@marshall.edu and purchasing@marshall.edu
FEIN/SSN:	Fax:

Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, RECEIVED HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 11/19/18	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO. MU19SECURITY	PROPOSALS OPEN: 3:00 PM on December 14, 2018	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
Item #	Quantity	Description	Unit Price	Extended Price
		Request for Proposals Marshall University will accept proposals for the following services until 3:00 p.m. on Friday, December 14, 2018. At that time, sealed proposals will be opened and read aloud in Room 125, Old Main Building. Janitorial Services		
Total				

To the Purchasing Department,
In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30) calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ _____ within _____ days FOB _____ After receipt of order at address shown Terms _____	Bidder's name Vendor _____ Signed By _____ Typed/Printed Name _____ Title _____ Email _____ Fein _____ Street Address _____ City/State/Zip _____ Date _____ Phone _____
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I GENERAL INFORMATION

I.1 Purpose

Marshall University, herein referred to as "University", is soliciting proposals for an Open-end Contract for Janitorial Services for a total of 17 buildings located on the Huntington Campus. The Open-end Contract is to be effective January 1, 2019, and shall be effective for one (1) year, with four (4) optional annual renewals.

I.2 University Background

The University consists of two main campuses with multiple regional sites with enrollment of approximately 14,000 students, including 4,000 graduate and medical students. The University offers 2 Associate Programs, 57 Baccalaureate Programs and 52 Master's Programs and a number of other Graduate Certification Programs. The total population of the Marshall University campuses including students, faculty and staff is approximately 16,000. Data is available on the Marshall University Quick Facts Link at <https://www.marshall.edu/home/quick-facts>

I.3 Information for Bidders

I.3.1 Inquiries

All inquiries and proposal submission must be sent to:

Harold Sanders, Contract Specialist
Marshall University Office of Purchasing
Old Main, Room 125
One John Marshall Drive
Huntington, WV 25755-4100
Email: purchasing@marshall.edu
Telephone: (304) 696-2822
Fax: (304) 696-3333

E-mail correspondence must include "MU19MAINT" in the subject field. Bidders shall not make direct or indirect contact with anyone outside the Office of Purchasing to discuss or request information about any aspect of the procurement including the RFP or its associated evaluation process, except as authorized in the RFP. Violation of this clause will result in proposal/bid disqualification.

I.4 Proposal Submission

All proposals must be uploaded through the Bonfire portal and one (1) physical copy sent to the Office of Purchasing by proposal opening date and time.

I.5 Proposal Timetable

The Tentative timetable for the process is:

RFP Release Date:	November 20, 2018, Tuesday
Deadline for Vendor Questions:	November 30, 2018, Friday
Release for Addendum: (Response to Vendor Questions):	December 7, 2018, Friday
Technical Proposals Opening Date and Time:	December 14, 2018, Friday
Cost Opening Date and Time:	TBD
Projected Effective Date of Contract	January 1, 2019

I.6 Proposal Responses

I.6.1 Vendor's Proposal Format:

The information below outlines the format the bidder should follow in arranging the proposal. The proposal should be formatted in the same order and provide the information listed below. This part of the RFP specifies the information that should be included and describes the criteria that the evaluation committee will use in comparing bidder proposals and awarding points.

Bidders are required to submit two separate proposals, described below, in response to this RFP:

- Written technical proposals
- Required forms
- Cost proposal

I.6.2 Written Technical Proposal

Title Page: The bidder's Technical Proposal must have a title page with the following information:

- RFP Subject and number
- Vendor's name
- Vendor's business address
- Vendor's telephone number
- Name of authorized contact person to speak on behalf of the Vendor
- Contact name for proposal clarification
- Date
- Signature

Table of Contents: The proposal should have a table of contents that clearly identifies the materials by section and page number.

Proposal Response Preparation

In preparing a response, the bidder should first restate the specification, and then should include the bidder's response. The vendor should use different formats and/or fonts (or some other technique) to clearly differentiate the RFP specifications from the vendor response.

Bidders are discouraged from submitting advertising literature, unless they contain information directly related to the proposal response and there is a specific reference in the response to the page number (s) where relevant sections are found. Proposals should be prepared simply and economically, providing a straightforward, concise description of the bidder's capability to satisfy the RFP requirements. Special binds, color displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.

The written technical proposal should be submitted into the Bonfire portal and the cost into the cost proposal table, organized with the component information provided and under the appropriate tabs. Bidders are encouraged to include page footers or headers.

Any specification or statement containing the word must, shall or will are mandatory. The vendor is required to meet the intent of the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification.

It is important for all references to be clear and accurate. While the evaluation committee wants to review all appropriate vendor information, it is not the committee's responsibility to find information not clearly referenced, or to search through all bidder materials to find answers and/or information.

If the information included in your response applies to more than one question, you may either provide the information multiple times OR you may include the information in an appendix with CLEAR and ACCURATE references in the proposal to the location of the information in the appendix. Any additional documentation, elaboration or supplemental information, which the Respondent wishes to submit in support of the proposal. Please include any curriculum or other materials. Please itemize all exhibits.

1.6.3 Documents and Required forms

Agreement Addendum Form MU-96
 Purchasing Affidavit
 Resident Vendor Preference Certificate, if applicable
 Drug Free workplace

Requirements for Awarded Vendor

Bond

A Performance Bond must be provided by the selected Bidder before execution of a contract with the Marshall University. The Performance Bond must be in the amount of \$100,000.

The surety company must be licensed to transact surety insurance business in West Virginia, must provide a valid power-of-attorney showing that the person executing the bond has the authority to do so, and must affix raised corporate seals to the bond and power of attorney.

The form of the bond required shall be approved by the Chief Procurement Officer (CPO) and may include, at that option of the CPO, a certified check, surety bonding, an irrevocable letter of credit or any other security acceptable to the chief procurement office, payable to the institution. Personal checks and/or company checks are not acceptable.

Insurance

Insurance - Contractor shall furnish to the University a Certificate of Insurance stating that there is insurance presently in effect for Contractor. Certificate of Insurance will also name Marshall University, its officers, agents and employees as additional insured endorsement, but only insofar as the operations under this contract are concerned.

The insurer will not cancel the insurance coverage without 30 days' prior written notice to University; policies shall include a waiver of subrogation but only insofar as the operations under this contract are concerned. This waiver is required for Workers' Compensation.

Contractor's policy is primary insurance of any other insurance available to the University with respect to any claim arising out of this contract; Contractor's insurance applies separately to each insured against whom claim is made or suit is brought; University will not be responsible for any premiums or

assessments on the policy. Contractor agrees that the insurance herein provided for shall be in effect at all times specified during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide a new Certificate of Insurance and appropriate endorsements evidencing insurance coverage as provided for herein at least thirty (30) days prior to said expiration date. New certificates of insurance are subject to the approval of University, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, University may, in addition to any other remedies it may have, withhold payments and terminate this contract upon the occurrence of such event. Contractor agrees to furnish, on request, an original copy of each insurance policy complete with endorsements specifying the required coverage and terms

I.6.4 Cost Proposal Format:

Include all services that you anticipate making available to the University with the associated fees, and how the fees are assessed.

Cost information must be included in the Bidder's Cost Proposal and NOT included in the written technical proposal. Inclusion of cost information or any reference to pricing in the written technical proposal may result in disqualification of the bidder's proposal from further consideration.

For evaluation purposes, the cost points will be calculated as shown in the following formula for all bidders who attain the minimum acceptable score. The costs will be inserted in a computation.

Each cost proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest price of all Proposals}}{\text{Price of Proposal Being evaluated}} \times 30 = \text{Price Score}$$

Costs Sheet (Bidder Table)

ALL costs associated with this procurement must be listed in the Bid Table. The cost tables are to demonstrate the straight purchase costs stated in firm dollar amounts. Phrases such as "plus expenses" or "costs to be determined" may be deemed as non-responsive.

All costs must be identified. The bidder will provide, at no additional charge to the University, any item or service proposed by the bidder for which a cost is not identified in the cost proposal. If the bid table does not include all items necessary for the bidder's response, it is the bidder's responsibility to itemize these costs under "Other Fees" found in the Bid Table. The bidder must ensure that all costs associated with the bid response are indicated in the Cost Sheet section.

The awarded vendor agrees to provide pricing to the University and its participating entities that reflects the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

I.6.5 Proposal Award

The total technical score will be added to the total cost score to determine the apparent successful bidder. Marshall University reserves the right to make a split award based upon divisions/departments if to do so is in the best interests of the University.

I.6.6 Proposal Evaluation Criteria

The following weights will be used to evaluate the proposal:

10%/points - Number of years in Business	
10%/points - Number of similar size & type of contracts	
10%/points - Demonstrable Documented Training & Safety Program	
15%/points - Number of favorable references provided	
25%/points – Ability to provide alternative services	Total Technical = 70
30% - Cost	Grand Total = 100

II SCOPE OF REQUEST FOR PROPOSALS

II.1 Department Background

The mission of Physical Plant at Marshall University is to effectively and efficiently provide maintenance and operational services that support the faculty, staff and students. One of the main goals of the Physical Plant is to create a campus environment that welcomes visitors, enhances the living and learning experience, and promotes a positive image; therefore, creating and managing the campus environment in support of the mission of Marshall University.

The University spends approximately \$300,000 (average over 5 years) on janitorial services each year. Additional services may be requested on an "as needed basis" through the release order process. The University does not guarantee a minimum volume for purchases under a prospective contract. In addition, the University reserves the right to purchase janitorial services from other vendors when the University deems the purchase necessary.

II.2 Organizational Experience

II.2.1 Business requirements

Contractor must have been in business for at least five (5) years. Contractor must have sufficient equipment, knowledge, experience, and vehicles to support a contract of this size.

II.2.2 Existing contracts

Provide information of three (3) contracts of like size and scope as Marshall University. Contractor must have under contract and be satisfactorily executing a contract for three (3) references of like size and scope as Marshall University. Include the contact name, telephone, and address.

II.2.3 Lost/cancelled contracts

Provide information on all lost/cancelled contracts during the last 3 years and the cause.

II.2.4 Workforce

Describe the available work force and/or plan for recruiting employees for this contract. At all times, minimum staffing must be maintained at 95% or greater.

II.2.5 Training

Describe your company's training program and the role of the facility supervisor and the extent of their authority. The Contractor must supply personnel trained in the performance of tasks required by this contract and familiarize all employees of the requirements. The Contractor must have an ongoing

company training program and provide verification of employees' completion of the program upon request by the University. See attachment D for minimum training requirements.

II.2.6 Cleaning procedures

Provide company directives for cleaning, buffing, waxing, etc.

II.2.7 Organization chart

Provide your company organization chart and describe management's responsibility relative to this account. Contractor must have organizational and functional charts reflecting lines of management responsibility.

II.2.8 Uniforms/identification

Describe and provide images of the company uniforms and identity badges, patches, or other insignia. All contract personnel shall be required to wear uniforms with company patches or other identifying clothing to clearly identify the personnel as being employees of the contractor. Employees name badges, with a picture I.D. must be worn at all time. Contractor's employees will be required to wear a full uniform identifying the contractor in which they are employed, to include shirt and pants. Uniforms shall be clean and in good repair.

II.2.9 Reporting

Provide examples of reporting documents. A daily report shall note any damages, infestations, maintenance items or other problems observed during work performance. Contractor must provide a process for the reporting of problems by the occupants of the building. A form shall be provided by the contractor which outlines the nature of the complaint, data, and time reported, persons, address and telephone number of person making complaint. These forms shall be copied to the Business Manager of Auxiliary Services, Physical Plant and MUPD Parking Division or designees. The University will select the frequency and type of reports that will be required from your examples.

II.2.10 Alternate services

Provide available alternate services and job specification covering landscaping, lighting, recovery effort, and other optional services.

II.3 PROCUREMENT SPECIFICATIONS

The following specifications represent the minimal acceptable level of performance. Provisions are made for bidders to provide alternative specifications to show improved techniques, materials, equipment, scheduling, etc. however, the bidders must complete the standard specifications for uniformity in pricing evaluation.

II.3.1 Supplies

The University is responsible for providing disposables such as roll-thru bathroom hand drying towels, toilet tissue, liquid hand soap, paper products, trash liners, trash and ash receptacles, and light bulbs as needed.

II.3.2 Contract Documents

The University will issue a purchase order as notice to proceed. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their

bid. University reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to University legal counsel.

II.3.3 Pricing

The unit prices for the standard items shall remain fixed for the identified original contract period. If the University exercises the option for renewal, the contractor shall agree that the prices for the standard items listed shall not increase by more than the maximum percent proposed.

If renewal percentages are not provided for the standard items, then prices during any renewal period shall be the same as during the original contract period.

Pricing for non-standard services shall be quoted and the terms and conditions shall be applicable to these quotations throughout concurrent contract periods.

All prices shall be as indicated. The University shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the University shall not be subject to any minimum order quantities or total prices.

The contractor shall extend any and all special promotional (including 'educational' promotions) sale prices or discounts immediately to the University during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.

II.4 CONTRACTOR'S RESPONSIBILITIES

II.4.1 Provisions

Items to be provided and the cleaning requirements are specified on the following pages for furnishing Janitorial and other services as specified herein.

II.4.2 Frequency

Task and frequency references indicate minimum acceptable cleaning frequencies however, it is the responsibility of the vendor to re-clean to correct deficiencies that have been identified and reported to the vendor.

II.4.3 Personnel

The Contractor shall only provide employees with integrity and technical knowledge of their duties to properly conduct services. The contractor agrees to permanently remove any employee from this project whose conduct the University feels is detrimental to its best interest, the best interest of the general public, or the residents.

- A. Qualifications: High school diploma or GED, and knowledge of custodial method and procedures; however, less education is acceptable if equivalent job experience is directly related to job duties; ability to read and write in English; ability to operate commercial cleaning equipment. Possess the knowledge and ability to perform basic preventive maintenance tasks; possess the physical ability to perform duties such as climb ladders,

lift up to 50 pounds regularly, stand, walk, bend and stoop daily. Valid driver's license preferred. Employees must have a verifiable record of building and maintaining excellent professional relationships with associates, supervisors and clients.

- B. Personnel shall be clean and neat in appearance. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work.
- C. Current and written rosters of all regular and alternate employees will be provided to the Business Manager of Auxiliary Services, Physical Plant and MUPD Parking Division or designees. The Assistant Director, Larry Metcalf must be notified prior to beginning of shift when emergency replacement of personnel becomes necessary. Failure to comply with the above may result in personnel not being allowed to work in the facilities.
- D. Eating, drinking, and smoking by contractor's personnel are permitted in designated areas.
- E. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.
- F. The Contractor shall undertake and guarantee to pay all payroll taxed and any other taxes on items that may be levied against payrolls by city, state, or federal agencies, and the Contractor shall make all payments to any welfare plans or other benefits programs, as may be required. These records shall be available for review by the University upon request.
- G. Minimum wage for cleaners must be in compliance with the Department of Labor standard minimum wage rates.

II.4.4 Supervisors

The Contractor shall supply competent and trained supervisors to check, inspect and oversee the securing of the entrances, exits and windows of University facilities and maintain records of all work performed. These records shall be available for review by the University upon request.

CONTRACTOR MUST PROVIDE A FULL-TIME SUPERVISOR(S) AS NEEDED AND REQUESTED BY OWNER.

All custodial personnel shall be adequately supervised and the supervisor shall be qualified and trained in directing custodial services of the type and scope as described herein. The supervisor shall be available (cell phone, radio, pager, etc.), while the work is in progress to receive notices, reports or requirements from the University.

II.4.5 Drug Screening and Background Checks

Contractor must have established programs for both drug screening and background checks. Contractor must perform a criminal background check, drug test, SSN verification and employment verification, as a minimum, and the results are to be made available to the University. List must be provided when any staff changes occur. (You will be required to describe both of these programs).

II.4.6 Equipment

The Contractor shall provide all supervision, labor, and equipment at its own expense, necessary for the complete and satisfactory performance of services, unless otherwise noted.

II.4.7 Lighting

Contractor personnel will be required to change light bulbs except for those over 8 feet high. Contracted personnel shall turn off all lights when leaving an area.

II.4.8 Energy Conservation

The MSC (Memorial Student Center) building's energy management system allows for temperature fluctuations when the facility or parts of the facility are not in use. The Contractor personnel shall turn off lights and individual HVAC units when leaving an area.

II.4.9 Contract Completion

The Contractor shall vacate furnished building space and restore the premises to the conditions which received, at his own expense, fair wear and tear excepted, at the end of the contract period.

II.4.10 Damages

The Contractor shall use reasonable care to avoid damaging University owned equipment or property. If the contractor's failure to use reasonable care causes damage to property or equipment, the contractor shall replace or repair the damage or loss at no expense to the University. The contractor shall make prompt restitution to the University by certified check or replacement or repairs (subject to University approval) in settlement of any damage to the university's owner's, employees or residents property caused by contractor's employees.

II.4.11 Other Duties

The Contractor's personnel will assist as needed in setting tables, chairs, and other equipment for meetings, special events, etc. This will be done at the direction of the Facilities Scheduling Office for MSC.

II.4.12 Interruptions

The Contractor's personnel are required to interrupt their normal work at any time to avoid interfering with normal function in the facility.

II.4.13 Inspections

As scheduled by the University, a University representative and the Contractor's representative will meet to inspect work under this contract. The Contractor will supply a written list of any deficiencies brought to his attention and shall have corrective work done within three (3) - five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative within one (1) day after the meeting.

II.4.14 Trash

Trash and recyclable collection and removal by Contractor to the various dumpsters or holding areas are included in the services to be provided.

II.4.15 Recycling

Empty recycling bins weekly or as needed. Plastic recycling bags shall be tied off and placed in the central bin. A new recycling bag shall be placed in the bin. Bins shall be kept clean. All cardboard flattened shall be deposited in the container located outside of the facility.

II.4.16 Keying

No keys issued by the University shall be duplicated by the Contractor. The Contractor shall maintain and make available to the University, **a key log of all keys issued at the site.** The Contractor shall maintain control over the key issuance and collection so that none will be removed or taken from said building, except by managerial or supervisory employees designated by the Contractor to the University. With the exception of the keys issued to the facility supervisor, keys provided to the contractor's personnel shall not be removed from the premises. Keys shall not be issued to any individual nor shall keys be retained by the contractor's personnel (except supervisor) when not physically performing duties under this contract. The contractor shall perform an inventory of keys at least annually and when personnel have been permanently reassigned to another facility or terminated. Contractor's personnel shall not lend keys or open locked rooms or areas to permit entrance by persons unless specifically directed to do so by the Business Manager of Auxiliary Services, Physical Plant and MUPD Parking Division or designees. All rooms are to be left locked while unattended. All keys are to be returned to the University at the expiration of the Contract. **▲ twenty-five (\$25.00) charge will be levied against the Contractor for each broken key. The Contractor shall be responsible for all keys issued. Lost keys will result in a re-keying charge of twenty-five (\$25.00) per lock cylinder.**

II.4.17 Fees

Contractor shall be responsible for all telephone land line, long distance, and installation costs if desired.

II.5 Memorial Student Center (MSC) Requirements

SUPERVISORS- The MSC contractor's supervision and/or representative must attend a weekly meeting with Facilities Scheduling Office Staff.

SUPPLIES- The Contractor must provide a weekly inventory of products in the MSC Bldg. and provide the required product requests in a timely manner to the MSC Staff.

II.5.1 Administrative Offices/Meeting rooms - Carpet

At the conclusion of all meetings in MSC, Rooms should be checked for any cleaning needs (i.e. trash pickup, wipe off table, vacuum or sweep floor, etc...). MSC will provide meeting times each day.

II.5.2 Entry Lobbies

MSC lobby entry door/side glass clean once per shift at minimum, and trash pickup MSC clean building entrance areas to 10 feet outside entrance doors, removing trash, leaves, grass and litter. Wipe all trash and cigarette urns as needed.

II.5.3 Fall/Spring Semester

7 DAY FULL SERVICE

Monday - Saturday (2 Shifts) Sunday (1 Shift)

II.5.4 Summer

6 DAY FULL SERVICE

Monday - Friday (2 Shifts)

*Saturday (1 Shift)

*Sunday (o)

*Due to special weekend events during the summer, extra shifts may be required.

II.6 Training

The contractor shall submit a list of individuals who have successfully completed such training. All personnel used by the contractor for the performance of this work shall be properly trained and qualified to perform custodial services of the type and scope as described herein.

The contractor may schedule space in the University facility for training. Initial training shall include, but not be limited to the following:

- A. No contractor personnel shall be assigned to work under the provision of this contract until they have completed an initial orientation to the building and been trained as to the requirements of his contract.
- B. General orientation of basic bacteriological concepts, including the basics of how disease is caused and transmitted, and how it can be prevented, reduced, or contained through proper environmental sanitation methods.
- C. Proper use and handling of germicidal detergents, supplies and equipment.
- D. Care and maintenance of contractors or university property.
- E. Familiarization with university fire prevention and safety procedures.
- F. Familiarization with applicable facility scheduling policies/regulation and their effect on sanitation.
- G. Familiarization with Contractor's procedural manual.
- H. Individual duties and responsibilities.
- I. Procedures for replenishing cleaning supplies and obtaining equipment.
- J. Role of the contractors' personnel in the facility and their impact on the university community.
- K. Basic orientation to the facility, its function, mission and goals.
- L. Hazardous communication standard
- M. Body mechanics/lifting 14. Accident reporting
- N. Sexual harassment
- O. Ethics
- P. TB precautions
- Q. Development training shall be scheduled for all employees assigned to the facility at least annually. Such training shall include, but not be limited to:
 - R. Updating in the areas referred to in the previous section.
 - S. Development topics such as communication, individual behavior, and motivation.

II.7 Alternate Services

II.7.1 Maintenance Landscaping

Description of Work

Awarded contractor shall provide Marshall University the following services at a rate per hour for the following tasks.

- Provide general landscape maintenance services as outlined below. Job Duties:
- Turf/Mowing Operations.

- Mechanical Edging.
- Aeration.
- Litter Control.
- Leaf Removal.
- Hedge and Shrub pruning.
- Tree Pruning and care.
- Watering landscaped beds.
- Weeding of landscaped areas.
- Mulching of beds.
- Installation of new flowers and shrubs.
- Removal of Snow from campus walks.

Cost per man hour using university equipment and materials. \$ _____
 Cost per man hour providing equipment for all landscapes duties. \$ _____

II.7.2 Maintenance Lighting

Description of Work

Awarded contractor shall provide Marshall University the following services at a rate per hour for the following tasks.

Provide general electrical maintenance for campus inside and outside lighting of complete lighting fixtures as outlined below.

Job Duties:

- Replaces incandescent/candescent lamps as required.
- Cleans inside light fixtures as needed.
- Conducts lamp surveys, noting condition of fixtures and dates lamps were replaced.

- Requirements:
- Electrician License (preferred)
- Maintains routine records and reports all accomplished work at biweekly meetings.
- Requires considerable skill in climbing scaffolds and ladders and other types of rigging.

Cost per man hour using university equipment and materials. \$ _____
 Cost per man hour providing equipment and materials. \$ _____

II.7.3 Maintenance Recovery Efforts

Description of Work

Awarded contractor shall provide Marshall University the following services at a rate per hour. Provide general labor as required according to outlined below:

- Load and unload equipment. (Must be able to lift or move up to 100 lbs.)
- Cleanup debris from roofs and surrounding areas of buildings.
- Assist in keeping equipment operating in a safe manner. (Filling generators with fuel.)
- Ability to work in exposed outside weather conditions.

Cost per man hour using university equipment and materials. \$ _____
 Cost per man hour providing equipment and materials. \$ _____

II.7.4 Maintenance Special

Description of Work

- Events, setup: Table and chairs
- Clean Stadium
- Pressure washing plaza, per hour

Cost per man hour using university equipment and materials. \$ _____

Cost per man hour providing equipment for all landscapes duties. \$ _____



Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Costs (BT-16KM)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.
Proposal Package	File Type: PDF (.pdf)	Multiple	Required	
MU96	File Type: PDF (.pdf)	Multiple	Required	
Purchasing Affidavit	File Type: PDF (.pdf)	Multiple	Required	
Vendor Preference	File Type: PDF (.pdf)	Multiple	Required	

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	7611	Cleaning and janitorial services	Janitorial Services includes building maintenance, organization of office cleaning & window washing, coordination of handyman services, collection and handling of malfunction messages, set up and care of the rules of the house.



Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/11776>.

Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/11776>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Dec 14, 2018 3:00 PM EST**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

Attachment B: Requirement Services and 3 Day Service Level

	SERVICE DAYS/YEAR
CLASSROOMS - CARPET & TILE	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156
CLEAN DRY-ERASE MARKER BOARDS AND TRAYS WHEN REQUESTED	104
DUST ALL ACCESSABLE HORIZONTAL SURFACES	104
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	4
DUST ALL LOW REACH AREAS	12
SPOT VACUUM TO REMOVE VISIBLE SOIL	156
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS, EDGES AND CHAIRS THEN VACUUM ALL HIGH TRAFFIC CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	156
USING MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	156
MOP ALL STAINS AND SPILL, ESPECIALLY COFFEE AND DRINK SPILLS	156
SPRAY BUFF FLOORS	12
DAMP MOP ENTIRE AREA	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
DUST HVAC LOUVERS	4
ADMINISTRATIVE OFFICES/MEETING ROOMS - CARPET	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	156
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS, EDGES AND CHAIRS THEN VACUUM ALL HIGH TRAFFIC CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	156
DUST ALL WINDOW BLINDS	12
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1
ADMINISTRATIVE OFFICES - TILE	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	156
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	156
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	156
USING A HIGH SPEED FLOOR MACHINE SPRAY BUFF ALL HARD SURFACE AREAS	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	4
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR	1

FINISH	
DUST ALL WINDOW BLINDS	12
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
LABORATORY CLASS ROOMS - TILE	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREAS	156
CLAN DRY-ERASE MARKER BOARDS AND TRAYS WHEN REQUESTED	52
CLEAN AND SANITIZE ALL SINKS AND WIPE DRY	156
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	156
USING A MULTI-DIRECTIONAL FOOT TOOL,VACUUM ALL HARD SURFACE FLOORS	156
DAMP MOP ENTIRE AREA	52
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	156
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
CONFERENCE CENTERS - CARPET	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156
DUST ALL HORIZONTAL SURFACES	52
DUST ALL LEDGES AND WINDOW SILLS	52
DUST ALL HIGH REACH AREAS	12
DUST HIGH AND LOW AREAS (E.G. PICTURES, CLOCKS, PARTITION TOPS)	52
FULLY VACUUM ALL CARPETS WALL TO WALL	156
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	156
DUST ALL BASEBOARDS	4
DUST ALL WINDOW BLINDS	12
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1
CONFERENCE CENTERS - TILE	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156
DUST ALL HORIZONTAL SURFACES	156
DUST LEDGES AND WINDOW SILLS	52
DUST HIGH AND LOW AREAS (E.G. PICTURES, CLOCKS, PARTITION TOPS)	52
USING A MULTI-DIRECTIONAL FOOT TOOL,VACUUM ALL HARD SURFACE FLOORS	156
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	156
DAMP MOP ENTIRE AREA	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST ALL WINDOW BLINDS	12
DUST HVAC LOUVERS	4
CLEAN AND DISINFECT WATER FOUNTAINS	156

RESTROOMS/SHOWER ROOMS - CERAMIC TILE OR VCT

REFILL DISPENSERS, EMPTY TRASH, CLEAN AND SANITIZE ALL RESTROOM FIXTURES, WIPE ALL COUNTERS, CLEAN MIRRORS, WIPE CHROME, SPOT WIPE PARTITIONS, SWEEP AND DAMP MOP FLOORS USING A GERMICIDAL CLEANER, EMPTY ALL SANITARY WASTE RECEPTICALS	156
DUST AND CLEAN HVAC LOUVERS	12
WASH ALL RESTROOM PARTITIONS ON BOTH SIDES	12
MACHINE WASH ALL CERAMIC TILE WALLS	12
MACHINE SCRUB ALL RESTROOM FLOORS USING GERMICIDAL DETERGENT	12
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF (VCT ONLY)	11
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH (VCT ONLY)	1
POLICE RESTROOMS TO INCLUDE TRASHING & STOCKING OF PAPER GOODS	104
SCRUB SHOWER WALLS & FLOORS	156

ELEVATORS - HARD SURFACE & CARPET

COMPLETELY CLEAN AND DAMP MOP HARD FLOOR ELEVATOR	156
FULLY VACUUM ALL CARPETS WALL TO WALL	156
CLEAN AND POLISH ELEVATOR BRIGHT WORK	52
CLEAN ELEVATOR TRACK	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	156
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	4
BUFF HARD SURFACE (WHERE APPLICABLE)	52

**CORRIDORS -
CARPET**

SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	156
SPOT CLEAN DOOR GLASS AND SIDE GLASS	156
VACUUM CARPETED TRAFFIC LANE AREAS	156
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS AND EDGES, CHAIRS THEN VACUUM ALL CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	156
CLEAN AND POLISH ALL DRINKING FOUNTAINS	156
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1

CORRIDORS - HARD SURFACE

SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	156
CLEAN AND POLISH ALL DRINKING FOUNTAINS	156
DETAIL CLEAN ALL VISIBLE SOIL FROM FLOOR AND WALLS	52
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	156
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	156
MACHINE SCRUB HARD SURFACE FLOORS WITH AUTOMATIC SCRUBBER	52
USING A HIGH SPEED FLOOR MACHINE SPRAY BUFF ALL HARD SURFACE AREAS	52
LAY ONE COAT OF FLOOR FINISH (VCT ONLY)	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4

LOCKER ROOM - CARPET

EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	156
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	156

VACUUM ALL CARPETED AREAS	156
WASH LOCKERS INSIDE AND OUT	2
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
EXTRACT CARPET USING HOT WATER EXTRACTOR	4
STAIRS - HARD SURFACE	
POLICE STAIRS AND PICK-UP LITTER	156
DUST MOP STAIRS, DUST RAILINGS, LEDGES AND SPOT CLEAN	104
DAMP MOP STAIRS	52
ENTRY LOBBIES	
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	156
SPOT CLEAN ENTRY DOORS AND SIDE GLASS	156
CLEAN AND POLISH ALL BRIGHT METAL WORK	156
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORING	156
MACHINE SCRUB HARD SURFACE FLOORS WITH AUTOMATIC SCRUBBER	12
VACUUM ALL FABRIC FURNITURE	12
DUST HVAC LOUVERS	4
DUST ALL WALL SURFACES	4
CLEAN ALL BASEBOARDS	4
JANITORIAL CLOSETS	
CLEAN AND ARRANGE ALL EQUIPMENT IN JANITOR CLOSET EACH NIGHT AND EMPTY VACUUM CLEANER BAGS, CHECK BELTS, SWEEP AND SPOT MOP	156
EMPTY MOP BUCKETS TO KEEP ODOR DOWN IN BUILDINGS	156

Attachment C: Requirement Services and 5 Day Service Level

	SERVICE DAYS/YEAR
CLASSROOMS - CARPET & TILE	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
CLEAN DRY-ERASE MARKER BOARDS AND TRAYS WHEN REQUESTED	260
DUST ALL ACCESSABLE HORIZONTAL SURFACES	104
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	4
DUST ALL LOW REACH AREAS	12
SPOT VACUUM TO REMOVE VISIBLE SOIL	260
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS, EDGES AND CHAIRS THEN VACUUM ALL HIGH TRAFFIC CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	260
USING MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	260
MOP ALL STAINS AND SPILL, ESPECIALLY COFFEE AND DRINK SPILLS	260
SPRAY BUFF FLOORS	12
DAMP MOP ENTIRE AREA	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
DUST HVAC LOUVERS	4
ADMINISTRATIVE OFFICES/MEETING ROOMS - CARPET	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	260
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS, EDGES AND CHAIRS THEN VACUUM ALL HIGH TRAFFIC CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	260
DUST ALL WINDOW BLINDS	12
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1
ADMINISTRATIVE OFFICES - TILE	
EMPTY TRASH RECEPTICALS, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	260
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	260
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	260
USING A HIGH SPEED FLOOR MACHINE SPRAY BUFF ALL HARD SURFACE AREAS	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	4
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1

DUST ALL WINDOW BLINDS	12
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
LABORATORY CLASS ROOMS - TILE	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREAS	260
CLAN DRY-ERASE MARKER BOARDS AND TRAYS WHEN REQUESTED	52
CLEAN AND SANITIZE ALL SINKS AND WIPE DRY	260
DUST ALL HORIZONTAL SURFACES	52
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
SPOT VACUUM TO REMOVE VISIBLE SOIL	260
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	260
DAMP MOP ENTIRE AREA	52
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	260
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
CONFERENCE CENTERS - CARPET	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
DUST ALL HORIZONTAL SURFACES	52
DUST ALL LEDGES AND WINDOW SILLS	52
DUST ALL HIGH REACH AREAS	12
DUST HIGH AND LOW AREAS (E.G. PICTURES, CLOCKS, PARTITION TOPS)	52
FULLY VACUUM ALL CARPETS WALL TO WALL	260
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	260
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	260
DUST ALL BASEBOARDS	4
DUST ALL WINDOW BLINDS	12
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1
CLEAN AND DISINFECT WATER FOUNTAINS	260
CONFERENCE CENTERS - TILE	
EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
DUST ALL HORIZONTAL SURFACES	260
DUST LEDGES AND WINDOW SILLS	52
DUST HIGH AND LOW AREAS (E.G. PICTURES, CLOCKS, PARTITION TOPS)	52
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	260
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	260
DAMP MOP ENTIRE AREA	52
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST ALL WINDOW BLINDS	12
DUST HVAC LOUVERS	4

RESTROOMS - CERAMIC TILE OR VCT

REFILL DISPENSERS, EMPTY TRASH, CLEAN AND SANITIZE ALL RESTROOM FIXTURES, WIPE ALL COUNTERS, CLEAN MIRRORS, WIPE CHROME, SPOT WIPE PARTITIONS, SWEEP AND DAMP MOP FLOORS USING A GERMICIDAL CLEANER, EMPTY ALL SANITARY WASTE RECEPTICALS	260
DUST AND CLEAN HVAC LOUVERS	12
WASH ALL RESTROOM PARTITIONS ON BOTH SIDES	12
MACHINE WASH ALL CERAMIC TILE WALLS	12
MACHINE SCRUB ALL RESTROOM FLOORS USING GERMICIDAL DETERGENT	12
MACHINE SCRUB HARD SURFACE FLOORS AND APPLY ONE COAT OF FINISH, ALLOW TO DRY, THEN BUFF (VCT ONLY)	11
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH (VCT ONLY)	1
POLICE RESTROOMS TO INCLUDE TRASHING & STOCKING OF PAPER GOODS	104

ELEVATORS - HARD SURFACE & CARPET

COMPLETELY CLEAN AND DAMP MOP HARD FLOOR ELEVATOR	260
FULLY VACUUM ALL CARPETS WALL TO WALL	260
CLEAN AND POLISH ELEVATOR BRIGHT WORK	52
CLEAN ELEVATOR TRACK	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	260
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	4
BUFF HARD SURFACE (WHERE APPLICABLE)	52

**CORRIDORS -
CARPET**

SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	260
SPOT CLEAN DOOR GLASS AND SIDE GLASS	260
VACUUM CARPETED TRAFFIC LANE AREAS	260
USING TANK VACUUM OR BACK PACK, VACUUM CORNERS AND EDGES, CHAIRS THEN VACUUM ALL CARPETED AREAS	52
USING APPROVED SPOTTER, SPOT CLEAN CARPETED AREAS	260
CLEAN AND POLISH ALL DRINKING FOUNTAINS	260
DUST ALL HIGH REACH AREAS	12
DUST ALL LOW REACH AREAS	52
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4
EXTRACT CARPETS USING A HOT WATER EXTRACTOR	1

CORRIDORS - HARD SURFACE

SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	260
CLEAN AND POLISH ALL DRINKING FOUNTAINS	260
DETAIL CLEAN ALL VISIBLE SOIL FROM FLOOR AND WALLS	52
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORS	260
MOP ALL STAINS AND SPILLS, ESPECIALLY COFFEE AND DRINK SPILLS	260
MACHINE SCRUB HARD SURFACE FLOORS WITH AUTOMATIC SCRUBBER	52
USING A HIGH SPEED FLOOR MACHINE SPRAY BUFF ALL HARD SURFACE AREAS	52
LAY ONE COAT OF FLOOR FINISH (VCT ONLY)	3
STRIP HARD FLOOR SURFACE AND RECOAT WITH THREE COATS OF FLOOR FINISH	1
CLEAN ALL BASEBOARDS	4
DUST HVAC LOUVERS	4

LOCKER ROOM - CARPET

EMPTY ALL TRASH RECEPTICLES, REPLACE LINERS IF NECESSARY	260
REMOVE ALL COLLECTED TRASH TO DESIGNATED AREA	260
VACUUM ALL CARPETED AREAS	260
WASH LOCKERS INSIDE AND OUT	2

SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	52
EXTRACT CARPET USING HOT WATER EXTRACTOR	4
STAIRS - HARD SURFACE	
POLICE STAIRS AND PICK-UP LITTER	260
DUST MOP STAIRS, DUST RAILINGS, LEDGES AND SPOT CLEAN	104
DAMP MOP STAIRS	52
ENTRY LOBBIES	
SPOT CLEAN ALL HORIZONTAL AND VERTICAL SURFACES REMOVING FINGERPRINTS, SMUDGES AND STAINS	260
SPOT CLEAN ENTRY DOORS AND SIDE GLASS	260
CLEAN AND POLISH ALL BRIGHT METAL WORK	260
USING A MULTI-DIRECTIONAL FOOT TOOL, VACUUM ALL HARD SURFACE FLOORING	260
MACHINE SCRUB HARD SURFACE FLOORS WITH AUTOMATIC SCRUBBER	12
VACUUM ALL FABRIC FURNITURE	12
DUST HVAC LOUVERS	4
DUST ALL WALL SURFACES	4
CLEAN ALL BASEBOARDS	4
JANITORIAL CLOSETS	
CLEAN AND ARRANGE ALL EQUIPMENT IN JANITOR CLOSET EACH NIGHT AND EMPTY VACUUM CLEANER BAGS, CHECK BELTS, SWEEP AND SPOT MOP	260
EMPTY MOP BUCKETS TO KEEP ODOR DOWN IN BUILDINGS	260

Attachment D



MARSHALL UNIVERSITY REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

Informational document

- I. RESPONSE3
 - A. Pre-Proposal Conference3
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REQUEST FOR PROPOSAL SUPPLEMENTAL PACKAGE

I. RESPONSE

Vendors must complete a response to all mandatory specifications in order to be considered and continue in the evaluation process. Each proposal must be formatted as per the outline provided in the RFP. The contractor must make no other arrangement or distribution of proposal information. Failure on the part of the vendor to respond to specific requirements detailed in the RFP may be the basis for disqualification of a proposal. The University reserves the right to waive any informality of this proposal format and minor irregularities. NOTE: Nothing in the RFP may be construed to limit the University from negotiating for a change in the Services or fees during the term of the purchase order issued pursuant to the RFP.

A. Pre-Proposal Conference

An RFP may have a **mandatory** pre-proposal conference. The conference may be on-site, telephonic or digital. Vendors submitting a bid must attend the mandatory pre-proposal meeting. Failure to attend the mandatory pre-proposal meeting shall result in disqualification of the Vendor's proposal. No one person attending the pre-proposal meeting may represent more than one Vendor. An attendance sheet provided at the pre-proposal meeting shall serve as the official document verifying attendance.

B. Delivery

The University's RFP bid process requires that the proposal be submitted as directed within the RFP specifications; either directly entered into the Bonfire portal or an original mailed by the date and time stipulated in the proposal. Any requested convenience copies must be delivered to the address as specified within the proposal. Convenience copies shall be exact copies of the original. The University uses Bonfire for digital submissions and may or may not request additional copies.

All bids will be date and time stamped to verify official time and date receipt. Vendor is solely responsible for getting its original proposal and convenience copies delivered in a readable format by the Proposal Opening Date and Time.

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Marshall University Office of Purchasing cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according to West Virginia State Code §5A-3-11(g). Any proposal received after the bid opening date and time will be immediately disqualified in accordance with the Marshall University Purchasing Administrative Rules and Regulations.

C. Labeling Mailed Packages

The outside of the proposal package should be clearly marked with the RFP# and Bid Opening date and time.

D. Separate Submission of Cost and Technical Proposals**Technical Proposal**

The selection procedure for RFPs requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Committee. Consequently, each proposal must be submitted as two separately sealed enclosures. Failure to comply may constitute disqualification of Bidder's proposal. Do not include cost figures in the technical proposal. Responses should be numbered to correspond to the RFP section numbers in the Specifications section. Each section shall be tabbed for ease of reference.

Cost/Fee/Price Proposal (separate file):

Vendor must list ALL fees on the Cost Proposal. Vendor may only charge those fees that are listed on the Cost Proposal. The Cost Proposal must be submitted with your proposal in a separate file within Bonfire or a separately sealed envelope if mailed, and signed by a person authorized to bind the Vendor.

II. RFP TERMS**A. Best and Final Offers**

The University may, but is not required, to negotiate with Bidders. If the University elects to negotiate, negotiations shall be conducted with Bidders whose proposals fall in the competitive range. The competitive range includes those proposals whose price and technical factors give them a reasonable chance of winning the award. Such Bidders shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to the technical and price aspects of proposals so as to assure the University's full understanding of proposals. No Bidder shall be provided information about any other Bidder's proposal, and no Bidder shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of best and final offers should one be necessary.

B. Exceptions or Restrictions

Bidders taking exception to any requirements stated in this RFP must submit a list of exceptions referencing section and paragraph number of the exception. Include the original text as well as the proposed change. If the Bidder provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Bidder's solution, must be described in detail. The exception must be contained within the original Bidder's submission. If the Bidder's solution is not contained within the original submission the exceptions will not be considered.

C. Incurring Costs

Marshall University and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-proposal meeting or oral presentations.

D. Independent Price Determination

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

E. Inquiries

Questions relating to an RFP must be submitted in writing to the Office of Purchasing on or before the date outlined in the RFP. A written response will be issued by addendum when necessary. Verbal responses are non-binding.

F. Oral Statements and Commitments

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion concerning the RFP is not binding. Only the information issued in writing by an official written addendum to the Request for Proposal is binding.

G. Cost/Fee/Price Quotations

The price(s) quoted in the proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for an adjustment in the original contract. Other Marshall

University entities may request a quotation for services relative to this proposal. Each entity is solely responsible for services requested. Vendors should note in the proposal package if this option is not available. Unit prices shall prevail in cases of a discrepancy in the Vendor's proposal. Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

H. Best Price Guarantee

The awarded vendor agrees to provide pricing to the University and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased following a reduction in the manufacturer or publisher's direct cost.

I. Rejection of Proposals

Marshall University shall select the best value solution according to the evaluation criteria. However, the University reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. Marshall University reserves the right to withdraw an RFP at any time and for any reason. Submission of, or receipt by Marshall University of proposals confers no rights upon the bidder nor obligates Marshall University in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by Marshall University, Office of Purchasing.

J. Waiver of Minor Irregularities

The Director reserves the right to waive minor irregularities in bids or specifications.

K. Mandatory Requirements

Any specification or statement containing the word "must", "shall", or "will" are mandatory. By signing and submitting a response to an RFP, the vendor agrees to all mandatory deliverables described herein. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement shall be at the sole discretion of the University.

L. Public Record

Submissions are Public Record.

All documents submitted to Marshall University, Office of Purchasing, related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Office of Purchasing after the bid opening. Proposals will not be released until after the award.

M. Written Release of Information

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplications fees paid in advance. Fees shall apply to all requests for copies of any document. Currently the fees are based upon the "Administrative Procedure ADMIN-3 Freedom of Information Act Request Procedures" posted online at <http://www.marshall.edu/adminproc/files/ADMIN-3.pdf>

N. Risk of Disclosure

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt to public disclosure. The submission of any information to Marshall University, Office of Purchasing, puts the risk of disclosure on the vendor. Marshall University, Office of Purchasing, does not guarantee non-disclosure of any information to the public.

III. DOCUMENTS

A. RFP Addenda

If it becomes necessary to revise any part of an RFP, an official written addendum will be issued by Marshall University, Office of Purchasing, to all bidders of record. The University reserves the right to further modify the RFP, including any Exhibits and Addenda to the RFP, as it considers appropriate.

A copy of the RFP and any addenda to the RFP will be placed on the University website, and sent to vendors of record. It is the Vendor's responsibility to periodically check the web site to make sure it is aware of and responds to any addenda.

B. Addenda Acknowledgement

Written acknowledgement of receipt of all issued amendments, addenda or changes shall be required from all Bidders responding to this RFP and in the form required by the solicitation documents. Vendor should acknowledge receipt of all addenda issued by signing the issued Addendum Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

C. Agreement Addenda

Any contract resulting from an award from this RFP and a contractor's proposal must include, but is not limited to, in its terms and conditions all mandatory sections contained herein. Failure of the successful contractor to sign Agreement Addendum (MU-96), or Software Agreement Addendum (MU96A), and if necessary, the MU Cloud Computing Contract Addendum, as part of the contract may result in disqualification. Agreement Addenda are available online at:

<http://www.marshall.edu/purchasing/files/MU-96.pdf> or

<http://www.marshall.edu/purchasing/files/MU-96A.pdf>

http://www.marshall.edu/purchasing/files/CC_Addendum.pdf

D. Drug Free Workplace

Chapter 21 - Article 1D of the West Virginia Labor Code, otherwise known as the West Virginia Alcohol and Drug-free Workplace Act, mandates that public improvement contractors should implement a drug-free workplace program requiring alcohol and drug testing. No public authority may award a public improvement contract to a contractor unless they maintain a drug-free workplace policy. The form may be accessed at:

<http://www.state.wv.us/admin/purchase/vrc/DrugFreeAff.pdf>

E. HIPAA Business Associate Addendum

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

F. Vendor Preference:

Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules.

Failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects. Vendor preference can be applied to the cost portion of the

proposal only. A Resident Vendor Certification form may be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

G. Vendor Registration:

Prior to any award, the apparent successful Vendor must be registered with the Purchasing Division of the Department of Administration. If the successful Vendor is not currently registered, it shall complete and file the Vendor Registration and Disclosure Statement, Form WV-1, and submit the annual registration fee of \$125.00. Vendors do not have to be registered to submit a proposal. Form WV-1 may be found at:

<http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

H. Purchasing Affidavit

In accordance with West Virginia Code §5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit can be found at: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

I. Taxpayer ID Number and Certification (W9)

Request for Taxpayer Identification Number and Certification can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

J. Proof of Good Standing and Authorization to Do Business

Vendors must be in good standing with all regulatory and governmental entities and be authorized to do business in West Virginia. Upon request of the University, Vendors must be able to provide proof of good standing and authorization to do business.

K. Disclosure of Interested Parties to Contract

In accordance with West Virginia Code §6D-1-2, vendors must sign, notarize, and submit Disclosure of Interested Parties form if a contract or a series of related contracts either actual or estimated value \$1 million or more. The form is required prior to award of the contract. The document can be found at:

<https://ethics.wv.gov/SiteCollectionDocuments/Disclosure%20of%20interested%20parties%20form%206-8-18%20fillable.pdf>

L. Insurance Requirements

Liability insurance certificates are required prior to award but are not required at the time of bid.

M. License Requirements

The successful vendor must produce current documentation of all applicable licensures relating to the RFP project.

N. Purchase Order

In the event an award is made pursuant to the RFP, a purchase order, containing any agreement signed by the parties and attachments thereto, including the original RFP and applicable Addenda, and the Vendor's proposal, will be issued. The purchase order constitutes the contract to which the parties are bound. A signed contract or agreement is not binding on the University until the purchase order has been issued.

O. Life of Contract

When applicable a Life of Contract page containing the effective period of the contract, renewal periods, and terms is attached to the agreement.

IV. EVALUATION AND AWARD

Evaluations are not based solely on price. It is the intent of the University to award a purchase order to the Vendor that will provide the best solution to meet the needs of the University. Generally evaluation information specific to the RFP will be contained in the RFP document. During the course of the evaluation, the University has the right to contact any Vendor to clarify or elaborate on the proposal.

A. Assignment of Points

Points are assigned according to the specifications contained in the RFP. The points will form the basis of the evaluation.

B. Committee

Proposals will be reviewed by a Proposal Review Committee whose members represent various groups within the University.

C. Cost Evaluation and Resident Vendor Preference:

Upon approval of the technical evaluation from the Evaluation Committee, the Purchasing Office will schedule a time and date to publicly open and read aloud the cost proposals. The Vendors shall be notified of this date.

In accordance with West Virginia Code §5A-3-37, the Office of Purchasing will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request preference for their residency status at the time of bid. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. A certificate of application is used to request this preference.

D. Disqualification of Bidders

Any of the following causes, while not inclusive, may be considered sufficient for the disqualification and rejection of a proposal:

1. Submission of a proposal which is not in conformance with the requirements as stated in this solicitation.
2. Lack of bidder competency or responsibility as demonstrated by past performance.

E. Debarment and Suspension

Contractor will not be considered in proposal process if debarred or suspended

F. Technical Evaluation:

An Evaluation Committee will review the technical proposals, assign appropriate points, and make a final written consensus recommendation of the highest scoring contractor to the Office of Purchasing.

G. Presentations

As part of the proposal evaluation process, acceptable Vendors may be requested to make a presentation to the Proposal Review Committee regarding financial commitment, services and type of operation they are prepared to provide. The University reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Bidders may be required to provide oral presentations to discuss their proposal and/or clarify their technical submittal.

H. Contract Approval and Award

After the cost proposals have been opened, the contract award is based on the highest scoring vendor. Once approved by the Director of Purchasing, the contract is prepared and signed by the Office of Purchasing, encumbered and mailed to the appropriate parties.

I. Contract Provisions

After the successful Vendor is selected, a formal contract document will be executed between Marshall University and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

J. Contract Termination

Marshall University may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. Marshall University shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, MU shall issue the Vendor an order to cease any and all work immediately. MU shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

MU shall have the right to terminate the contract upon thirty (30) days written notice to Vendor.

K. Vendor Protests

Vendors are provided the ability to protest specifications and purchase order/contract awards. Protests based on specifications must be submitted no later than five business days prior to bid opening. Protest of purchase order/contract awards must be submitted no later than five calendar days after notification of the award. The vendor is responsible for knowing the bid opening and award dates. All protests must be submitted in writing to the Marshall University Office of Purchasing and contain the following information: (a) the name and address of the protestor; (b) the RFP or contract number; (c) a statement of the grounds of protest; (d) supporting documentation (if necessary); and (e) the resolution or relief sought. Failure to submit this information must be grounds for rejection of the protest by the Purchasing Director. The matter of protest will be reviewed and a written decision issued. Continuation or delay of the contract award while the protest is considered is at the discretion of the Purchasing Director.

V. TERMS AND CONDITIONS

The Request for Proposal contains all the contractual terms and conditions under which Marshall University will enter into a contract. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in the RFP and RFP supplemental package.

A. Conflict of Interest

Vendor affirms that it, its officers, members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the University.

B. Prohibition against Gratuities

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has

not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

C. Certifications Related to Lobbying

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, 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. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 Vendor shall complete and submit a disclosure form to report the lobbying. Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

D. Changes

If changes to the original contract become necessary, a formal contract change order will be negotiated to address changes to the terms and conditions and costs of work included under the contract. An approved contract change order is defined as one approved by the Office of Purchasing of MU and when necessary, approved as to form by the West Virginia Attorney General's Office; encumbered and placed in the U.S. Mail or delivered via email prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements. The change order must be signed by the Director of Marshall University's Office of Purchasing or designee.

As soon as possible after receipt of a written change request from Marshall University, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide Marshall University a written statement identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

E. Emergency Purchases

The Purchasing Director may authorize the purchase of goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the University from fulfilling its obligations under a One Time Purchase contract.

F. Subsequent Forms

The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the University such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

G. Antitrust

In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

H. Assignment

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the University and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, the Purchasing Office approval may or may not be required on certain agency delegated or exempt purchases.

I. Bankruptcy

In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

J. Bureau of Employment Programs Regulations

West Virginia State Code §21A-2-6(17) prohibits Marshall from contracting with any contractor not in compliance with the regulations set forth by the Bureau of Employment Programs.

K. Compliance with Laws and Regulations

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. The State of West Virginia and the University are exempt from any taxes regarding the goods and/or services and under no circumstances shall either be held liable for any obligation of the same.

L. Governing Law

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

M. Indemnification

The Vendor agrees to indemnify, defend and hold harmless, Marshall University and its officers and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the

publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

N. Policy Advisements

Vendor shall advise its employees that the State of West Virginia and the University require a smoke free and drug free work place and prohibit any discrimination on the basis of race, color, national origin, ancestry, sex, religion, age, physical condition, disability or political affiliation.

O. Record Retention (Access & Confidentiality)

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to MU personnel at Vendor's location during normal business hours upon written request by MU within 10 days after receipt of the request.

Vendor may have access to private and confidential data maintained by Marshall University to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless Marshall University against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

P. Subcontracts/Joint Ventures

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. Marshall University will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of Marshall University, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

Q. Vendor Relationship

The relationship of the Vendor to MU shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees, representatives and agents. Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless Marshall University and shall provide Marshall University with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

VI. PAYMENT INFORMATION

A. Funding

This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

B. Invoices

The Vendor shall submit invoices, in arrears, to Marshall University at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

C. Interest

Interest attributable to late payment will only be permitted if authorized by West Virginia Code.

D. Progress Payments


If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to Marshall University with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

E. Credit Card Acceptance

Marshall University currently utilizes a Purchasing Card (P-card) program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the Purchasing Card for payment unless otherwise noted in the contract. Vendors may charge a flat rate for credit card payments. If the vendor cannot accept payment by credit card, it must be so noted in the proposal package.

F. Purchase Order Procedure

Departments will issue a purchase order for payments against the contract. The spending unit may use the Purchasing card for purchases within the P-card limits.

Request for Proposal		Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2822	Proposal# MU19MAINT
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Vendor: Phone: Email: FEIN/SSN: Fax:	For information contact: Buyer: Harold Sanders Phone: (304) 696-2822 Email: sanders13@marshall.edu and purchasing@marshall.edu
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Sealed requests for proposals furnishing services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE PROPOSAL WILL BE SUBMITTED ON THIS FORM IN ORIGINAL, SIGNED IN FULL INK, AND NUMBER OF COPIES REQUESTED IN THE PROPOSAL, HAVE A DATE/TIME STAMP AFFIXED AND SUBMITTED IN BONFIRE BY BID OPENING TIME AND DATE. The Institution reserves the right to accept or reject proposals separately or as a whole, to reject any or all proposals, to waive informalities or irregularities and to contract as the best interests of the Institution may require. PROPOSALS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE	DELIVERY REQUIREMENTS	DEPARTMENT REQUISITION NO.	PROPOSALS OPEN:	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
12/7/2018			3:00 PM on December 14, 2018	
Item #	Quantity	Description	Unit Price	Extended Price
		<u>ADDENDUM #1</u> The purpose of this addendum is to clarify the proposal specifications in answer to vendors' questions. It is required to confirm receipt of addenda by submitting the signed copy of this sheet with your proposal.		

To the Purchasing Department,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.
 Proposer guarantees shipment from _____
 Proposer's name Proposer _____

_____ within _____ days Signed By _____

FOB _____ After receipt of order at address shown _____
 Typed Name _____

Terms _____ Title _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

BOG 43 Fein _____

Email _____

MU19MAINT RESPONSE TO VENDORS' E-MAIL QUESTIONS

1. 11.5.3 Fall/ Spring Semester
What are starting and ending times for these shifts? 7 DAY FULL SERVICE Monday-Saturday (2 Shifts)
Monday-Friday 7:00am-3:30pm; 3:00pm-5:30pm; 5:00pm-1:00am
Saturday-Sunday 5:00pm-1:00am (Day shift only if requested)
2. 11.5.4 Summer
What are the starting and ending times for these shifts? 6 DAY FULL SERVICE Monday – Friday (2 Shifts)
-Saturday – (1 Shift)
Monday-Friday 7:00-3:30pm; 5:00pm-1:00am
Saturday-Sunday 5:00pm-1:00am (Day shift only if requested)
3. On 11.5.4 Summer The following statement reads: *Due to special weekend events during the summer, extra shifts may be required. Will this be a separate billable item or covered by 11.7.4 Maintenance Special?
This will be a separate billable item based on vendors proposed hourly rate.
4. 11.7.1 Maintenance Landscaping
Will the University furnish the followings items or material to the Contractor for Services requested for this section?
The contract asks for “costs per man hour using MU equipment and materials” and “costs per man hour for vendor provided equipment for all landscapes duties.” The University will provide the material (i.e. mulch, flowers, ice melt, et.)
5. Tree Pruning and care
 - a) What is expected in Tree Pruning and care – As example climbing ladder to prune tree, fertilization of trees, mulching, stump removal?
Tree pruning would consist of trimming vegetation to ensure safety and security of our students, faculty and staff. A six-foot step ladder would be the maximum ladder height. Pruning would not exceed a diameter of four inches.
 - b) Will this be a separate billable item?
This will be a separate billable item based on vendors proposed hourly rate.
 - c) If a sub-contractors can be used do you want there name and a copy of their Contractor’s License and is there any other license requirements?
Yes, a copy of their license and insurance is required.
6. Mulching of beds – Will the University supply mulch? If not will this be a separate billable item?
Mulch would be supplied but this is a separate billable item based on vendors proposed hourly rate.

7. Installation of new flowers and shrubs - Will the University supply flowers and scrubs?
 - a) If not will this be a separate billable item?
Flowers would be supplied, but this is a separate billable item based on vendors proposed hourly rate.
 - b) Will the University supply what type of flowers and scrubs needed for designated areas?
Marshall will supply the flowers.

8. Removal of Snow from campus walks – Will the University supply the de-icer for walks?
Yes
 - a) If not will this be a separate billable item?
 - b) Will the University supply what type of de-icer needed for walks?

9. 11.7.2 Maintenance Lighting
 - Requirements
 - Electrician License (preferred)
 - a) Does the University want pricing on a License Journeyman or Apprentice?
The University would like the pricing on a Journeyman.
 - b) Can sub-contractors be used?
Yes, as long as all requirements are met.
 - c) If a sub-contractors can be used do you want there name and a copy of their Contractor’s License?
Yes
 - d) Maintains routine records and reports all accomplished at bi-weekly meetings. Does this mean that Electrician must be on campus and on call at all times?
No
 - e) Requires considerable skill in climbing scaffolds and ladders and other types of rigging.
 - i. Does the University furnish the scaffolds, ladders and other types or rigging?
The contract asks for “costs per man hour using MU equipment and materials” and “costs per man hour for vendor provided equipment for all landscapes duties.”
 - ii. If not this is a function of Carpenter with a Scaffold Building Certificate must be used to build scaffolds or rigging. Will this be separate billable item?
Yes

10. 11.4.6 Equipment The Contractor shall provide all supervision, labor, and equipment,
II.4.6 is for Janitorial Services. All equipment must be provided by contractor.

- a) Under 11.7.1 Maintenance Landscaping, 11.7.2 Maintenance Lighting, and 11.7.3 Maintenance Recovery Efforts there are line items asking for cost per man hour using university equipment and materials.
II.7 is for Alternate Services and must be part of the proposal as requested in the RFP.
 - b) If a Contractor can use the University's equipment in these cases, what type of University equipment is available to Contractor.
All necessary equipment is available at this time.
11. If union, can you supply us with a copy of the current bargaining agreement, seniority roster?
We are a non-union campus.
 12. It states your annual budget is \$300,000, can you explain what that covers?
The annual budget of \$300,000 is for Janitorial Services. Please see section II.1 in the RFP.
 13. Please confirm square footage total.
922,317 square feet
 14. Will vehicles be required as part of the contractor proposal?
Contractor will have to provide their own transportation.

Additional Questions

1. On the Request for Proposal page it reads Proposal # MU19MAINT, but on Department Requisition it reads MU19SECURITY. Should both read the same?
Everything on the RFP should read MU19MAINT for this bid.
2. Will there be tele-conference and if so, what is the phone number of contact and password?
 - a. Are vendors able to attend the tele-conference? If so, what is date and time this will be held?
There will be no tele-conference scheduled for this RFP.
3. Will vendors be able to schedule a walkthrough of 17 buildings located on the Huntington and the South Charleston campuses that will be cleaned by this Proposal?
This contract will not cover the South Charleston Campus. They have a separate contract for cleaning and maintenance. The current times that will be scheduled for vendors to do walk-throughs via a campus tour for the MU19MAINT contract will be Monday, December 10 from 9:00am-12:00pm. The vendors will meet at the Memorial Fountain just outside of the Student Center.
4. On Bonfire there are no listings of the 17 buildings or pricing page on Bonfire? Will this information be supplied?
Please see Appendix A.

5. Who is handling currently custodial services?
Aetna
6. Can you describe the format you require for the pricing page?
The proposal needs to be submitted per physical versus electronic type. For the physical format, the technical proposal should include the required forms. The cost section should be in a separate sealed envelope. For the electronic version in Bonfire, the sections will be submitted separately as technical, cost and forms.
7. Can we get a list of bidders?
We do not have a pre-determined list of bidders. We will not know who is bidding on this contract until all of the bids are received.
8. What is driving the RFP?
The main driver for this RFP is the previous contract will be expiring at the end of the year.
9. Can we get a copy of the current staffing and wage rates?
The specific information requested is not held by Marshall University.
10. Is there any requirements for preBid conference?
No

Appendix A

Item #	Building Name	Square Feet	Days of Service	Price per Building		Shift	Unlock
				Lump Sum	Monthly		
1	Harris Hall	58,500	2 Day RR cleaning & stocking			Day/Night	X
			3 Full Service				
			5 Full Service				
2	Jenkins	42,500	2 Day RR cleaning & stocking			Day/Night	
			3 Full Service				
			5 Full Service				
3	East Hall	21,721	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
4	Prichard Hall	36,850	2 Day RR cleaning & stocking			Night	X
			3 Full Service				
			5 Full Service				
5	Sorrell Maintenance Bldg.	40,000	2 Day RR cleaning & stocking			Day	
			3 Full Service				
			5 Full Service				
6	Jomie Jazz	13,500	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
7	Joseph M. Gillette Welcome Center	5,900	2 Day RR cleaning & stocking			Day	
			3 Full Service				
			5 Full Service				
8	Office of Public Safety	6,850	2 Day RR cleaning & stocking			Days	
			3 Full Service				
			5 Full Service				
9	Drinko Library	115,000	2 Day RR cleaning & stocking			Day/Night	
			3 Full Service				
			5 Full Service				
10	Art Warehouse	38,800	2 Day RR cleaning & stocking			Days	
			3 Full Service				
			5 Full Service				
11	Memorial Student Center	113,000	See Attachment D			Day/Night	
			6 Full Service				
			7 Full Service				
12	Weisburg Engineering	16,000	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
13	Shewey Building	42,825	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
14	Dot Hicks Complex	2,816	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
15	Softball Press box	2,258	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
16	Bobby Pruett Weight Room	14,000	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
17	Visual Arts Center	66,600	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
19	Child Development Academy	9,760	2 Day RR cleaning & stocking			Evening	
			3 Full Service				
			5 Full Service				

Item #	Building Name	Square Feet	Days of Service	Price per Building		Shift	Unlock
				Lump Sum	Monthly		
20	Indoor Athletic Academics	48,500	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
21	Corbly Hall	102,380	2 Day RR cleaning & stocking			Night	X
			3 Full Service				
			5 Full Service				
22	Morrow Library	108,041	2 Day RR cleaning & stocking			Day	X
			3 Full Service				
			5 Full Service				
23	Placement Center	4,016	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
24	Soccer Complex	12,500	2 Day RR cleaning & stocking			Night	
			3 Full Service				
			5 Full Service				
25	New Sites		Various				
26	Maximum % increase _____%						