

Purchase Order



Direct all inquiries regarding this order to: (304)

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

Purchase Order #
MU22SPORTCLEAN

TO:
Vendor Code: 113744026
Can Do Enterprises LLC
172 Boring Chapel Road
Johnson City, TN 37615
FEIN: 11-3744026 PH: 423-213-9064

Ship to:

Room #

THIS ORDER IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN

WVFIMS Account #:

P.O. Date	FY	Buyer	Ship Via	F.O.B	Terms	Contract #
09/09/21	FY22	MW				MU22SPORTCLEAN

CONTRACT ACCEPTANCE

On behalf of the Governing Board, MARSHALL UNIVERSITY hereby accepts the quotation of Can Do Enterprises LLC

signed by Brian Moore

Title Vice President

on 08/27/2021

Approved as to form this ____ day of _____, ____
West Virginia Attorney General

By: N/A
Chief Counsel

Open-End Sports Stadium Cleaning Service Contract
Effective 09/11/2021 - 09/10/2022
with four (4) optional one-year renewals

THIS ORDER IS EXEMPT FROM ALL SALES TAX
LIMIT EACH INVOICE TO A SINGLE PURCHASE ORDER NUMBER

Line No.	Fund	Org.	Account	Encumber Amount
1.				
2.				
3.				
4.				

Total: **OPEN-END**

Mail Original Invoice and 1 Copy to:
Marshall University Accounts Payable
One John Marshall Drive Huntington,
WV 25755-4500

Michelle Wheeler 9/9/21
Authorized Signature Date

MU22SPORTCLEAN
 Marshall University Athletics Department
 Commercial Cleaning Services at Joan C. Edwards Stadium and Cam Henderson Center
Pricing Page Summary
Exhibit B

Cando Enterprises

Item #	Item Description	Unit of Measure	Est. Game	Unit Price	Total Yearly Cost
3.1.1	Joan C. Edwards Stadium	Per Game / Event	6	\$ 12,183.70	\$ 73,102.20
3.2	Cam Henderson Center	Per Game / Event	9	\$ 2,218.37	\$ 19,965.33
TOTAL BID AMOUNT				14,402.07	93,067.53

MARSHALL UNIVERSITY
GENERAL TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document constitutes acceptance of this contract (the Contract) made by and between Marshall University (University or Marshall) and the Vendor. Vendor's signature to the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in the Contract. Therefore, the parties agree that the following contractual terms and conditions are dominate over any competing terms made a part of the Contract. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THESE GENERAL TERMS AND CONDITIONS, THESE GENERAL TERMS AND CONDITIONS SHALL CONTROL**

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications, if applicable, included with the Solicitation/Contract.

2.1 "Award Document" means the document that identifies the Vendor as the Contract holder when signed by the Vendor and Marshall University's Office of Purchasing and, when necessary, approved as to form by the Attorney General.

2.2 "Bid" or "Proposal" means the Vendor's verbal bid or written bid provided in response to a solicitation by the University.

2.3 "Board" means the Governing Board of Marshall University.

2.4 "Buyer" means an individual designated by a Chief Procurement Officer to perform designated purchasing and acquisition functions as authorized by the Chief Procurement Officer.

2.5 "Chief Procurement Officer" means the individual designated by the President of Marshall University to manage, oversee and direct the purchasing and acquisition of supplies, equipment, services, and printing for the University.

2.6 "Contract" means the binding agreement that is entered between the University and the Vendor to provide requested goods and/or services requested in the Solicitation.

2.7 "Governing Board" means the Marshall University Board of Governors as provided for in the West Virginia state code.

2.8 "Higher Education Institution" means an institution as defined by Sections 401(f), (g) and (h) of the federal Higher Education Facilities Act of 1963, as amended.

2.9 "Office of Purchasing" means the section within Marshall University headed by the Chief Procurement Officer and its personnel.

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2.10 "Purchasing Card" or "P-Card" means The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.

2.11 "Responsible Bidder" and "Responsible Vendor" mean a person and/or vendor who have the capability in all respects to perform contract requirements, and the integrity and reliability which will assure good faith performance.

2.12 "Responsive Bidder" and "Responsive Vendor" mean a person and/or a vendor who has submitted a bid which conforms in all material respects to the invitation to bid.

2.13 "Solicitation" means the notice of an opportunity to supply the University with goods and services.

2.14 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, departments or divisions as context requires.

2.15 "University" means Marshall University or Marshall.

2.16 "Vendor" or "Vendors" means any entity providing either a verbal or written bid in response to the solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

2.17 "Will", "Shall" and "Must" identifies a mandatory item or requirement that concludes the duty, obligation or requirement imposed is mandatory, as opposed to being directory or permissive.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below:

Term Contract

Initial Contract Term: The Contract becomes effective on upon execution
_____ and extends for a period of one (1) year(s).

Renewal Term: The Contract may be renewed upon the mutual written consent of the University and the Vendor. Any request for renewal should be submitted to the University thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of the Contract is limited to Four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed sixty (60) months in total. Automatic renewal of the Contract is prohibited.

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Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Fixed Period Contract: The Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____.

Fixed Period Contract with Renewals: The Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract must be completed within _____ days. Upon completion, the Vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

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

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of the Contract immediately upon receiving notice to proceed unless otherwise instructed by the University. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under the Contract shall be determined in accordance with the category that has been identified as applicable to the Contract below.

Open End Contract: Quantities stated in the solicitation are approximations only, based on estimates supplied by the University. It is understood and agreed that the Contract shall cover the quantities ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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One-Time Purchase: The Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under the Contract without an appropriate change order approved by the Vendor, University, and/or when necessary, the Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may suspend the use of a university wide mandatory contract (the University's Office of Purchasing has created standard specifications that are establish University wide contracts for commonly used commodities and services that are needed on a repetitive basis), or the competitive bidding process to allow a Department to purchase goods or services in the open market if 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, provided that a required University emergency purchase with another vendor does not cause a breach of contract.

7. REQUIRED DOCUMENTS: All the items checked below must be provided to the University by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be received by the Marshall University Office of Purchasing Office prior to Contract award.

MAINTENANCE BOND: The successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and received by the Marshall University Office of Purchasing Office prior to Contract award.

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

INSERT ADDITIONAL CONDITIONS BELOW:

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications prior to Contract award regardless whether that requirement is listed above.

8. INSURANCE: The Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the University with proof that the insurance mandated herein has been continued. Vendor must also provide with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of the contract. The Vendor shall also furnish proof of any additional insurance requirements prior to the Contract award regardless of whether that insurance requirement is listed in this section.

Any provisions requiring the University to maintain any type of insurance for either of its or the Vendors benefit is deleted.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence and an aggregate of \$1,000,000.

Automobile Liability Insurance in at least an amount of: _____ per occurrence and an aggregate of _____.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence and an aggregate of _____.

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____ per occurrence and an aggregate of _____.

Cyber Liability Insurance in an amount of: _____ per occurrence and an aggregate of _____. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in performance of the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. _____ per occurrence and an aggregate of _____.

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9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the University's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on the certification and signature page, constitutes an offer to the University that cannot be unilaterally withdrawn, signifies that the product or service proposed by Vendor meets the mandatory requirements for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions unless otherwise indicated.

12. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.

13. PRICING/BEST PRICE GUARANTEE: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation by the University. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the University and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

15. PAYMENT METHODS: The Vendor must accept payment by electronic funds transfer or P-Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's P-Card or by electronic funds transfer as payment for all goods and services for the reason(s) stated below:

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges

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that were not either expressly included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Any references contained in the Contract, Vendor's bid, or in any American Institute of Architects documents obligating the University to pay to compensate Vendor, in whole or in part, for lost profit, pay a termination fee, pay liquidated damages if the Contract is terminated early, seeking to accelerate payments in the event of Contract termination, default, or non-funding, costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is hereby deleted. Any language imposing and interest or charges due to late payment is deleted.

17. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.

18. RISK SHIFTING: Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.

19. LIMITING LIABILITY: Any language limiting the Vendor's liability for direct damages is deleted.

20. TAXES: The Vendor shall pay any applicable sales, use, personal property or other taxes arising out of the Contract and the transactions contemplated hereby. The University is exempt from federal and state taxes and will not pay or reimburse such taxes. The University will, upon request, provide a tax-exempt certificate to confirm its tax-exempt status.

21. FISCAL YEAR FUNDING: The Contract shall continue for the term stated herein, contingent upon funds being appropriated by the WV Legislature or otherwise being made available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the University may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

22. CANCELLATION/RIGHT TO TERMINATE: The University reserves the right to cancel/terminate the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The University may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor. In the event of early cancellation, the University agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are delete that seek to require the State to (1) compensate Vendor, in whole or in part, for loss profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

In the event that a vendor fails to honor any contractual term or condition, the Chief Procurement Officer may cancel the contract and re-award the contract to the next lowest responsible and responsive bidder in accordance with the Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, section 7.4.1 Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is

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hereby deleted.

23. RIGHT OF FIRST REFUSAL Any language seeking to give the Vendor a Right of First Refusal is hereby deleted.

24. DISPUTES – Any language binding the University to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the University shall be brought in the West Virginia Legislative Claims Commission. Other causes of action must be brought in the West Virginia Court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

25. TIME: Time is of the essence with regard to all matters of time and performance in the Contract.

26. DELIVERY -All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.

27. APPLICABLE LAW: The Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, W. Va. Code or Marshall University Board of Governors Policy No. FA-9 Purchasing Policy is void and of no effect. Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia

28. COMPLIANCE WITH GOVERNING LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that, as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

29. ARBITRATION: Any references made to arbitration contained in the Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to the Contract are hereby deleted, void, and of no effect.

30. MODIFICATIONS: Notwithstanding anything contained in the Contract to the contrary, no modification of the Contract shall be binding without mutual written consent of the University, and the Vendor.

31. AMENDMENTS - The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

32. NO WAIVER: The failure of either party to insist upon a strict performance of any of the terms or

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provision of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Any provisions requiring the University to waive any rights, claims or defenses is hereby deleted.

33. SUBSEQUENT FORMS: The terms and conditions contained in the 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.

34. ASSIGNMENT: Neither the 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 or office that may be required to approve such assignments.

The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.

35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the University; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. UNIVERSITY EMPLOYEES: University employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the University, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the University's policies, procedures, and rules.

Proposals are NOT to be marked as confidential or proprietary Any Provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W.Va. Code §29B-1-1, et. seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the University's sole discretion. The University shall not be liable in any way for disclosure of any such records

Any provisions regarding confidentiality of or non-disclosure related to contract performance are only effective

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to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

38. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §18B-5-4 and the Freedom of Information Act in W.Va. Code Chapter 29B.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL,
CONTAINING A TRADE SECRET(S), OR IS OTHERWISE NOT SUBJECT TO
PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Marshall University Office of Purchasing constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document.

39. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local University of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state University or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the University to verify that the Vendor is licensed and in good standing with the above entities.

40. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Marshall University, the Vendor agrees to convey, sell, assign, or transfer to the University 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 Marshall University. Such assignment shall be made and become effective at the time the University tenders the initial payment to Vendor.

41. THIRD-PARTY SOFTWARE: If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.

42. RIGHT TO REPOSSESSION NOTICE: Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into the Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that the Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands

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the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the University. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with the all State agencies as required.

44. VENDOR RELATIONSHIP: The relationship of the Vendor to the University shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the University for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and 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.

45. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the University, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage, and hour laws.

46. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §18B-5-5 and §5A-3-18 the University is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Marshall University Office of Purchasing affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

47. WEST VIRGINIA DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Alcohol and Drug-Free Workplace Act requires public improvement contractors to have and implement a drug-free workplace policy that requires drug and alcohol testing. This act is applicable to any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract for which the value of contract is over \$100,000. No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the

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contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy.

48. DISCLOSURE OF INTERESTED PARTIES A state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1,000,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract.

49. CONFLICT OF INTEREST: Vendor, its officers, members, or employees shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the University.

50. MARSHALL UNIVERSITY'S INFORMATION TECHNOLOGY SERVICES AND SUPPORT DEPARTMENT (IT) FEES: If a vendor requires services through the Marshall University's IT Department, they must reimburse the University at the IT Rate Schedule which is located at: <https://www.marshall.edu/it/rates/>.

51. PUBLICITY: Vendor shall not, in any way or in any form, publicize or advertise the fact that Vendor is supplying goods or services to the University without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

52. UNIVERSITY MARKS: Vendor shall not, in any way or in any form use the University's trademarks or other intellectual property without the express written consent of the Marshall University Communications Department. Requests should be sent to ucomm@marshall.edu.

53. INTELLECTUAL PROPERTY: The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising out of the agreement, and Vendor will execute any assignments of other documents necessary for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such intellectual property terms to apply to subcontractors.

54. FERPA: Vendor agrees to abide by the Family Education Rights and Privacy Act of 1974 ("FERPA). To the extent that Vendor receives personally identifiable information from education records as defined in (FERPA), Vendor agrees to abide by the limitations on re-disclosure set forth in which states that the officers, employees and agents of a party that receives education record information from Marshall may use the information, but only for the purposes for which the disclosure was made.

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55. REPORTS: Vendor shall provide the University with the following reports identified by a checked box below:

Such reports as the University may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by University, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by University.

56. PREFERENCE FOR THE USE OF DOMESTIC STEEL PRODUCTS IN STATE CONTRACT PROJECTS: Pursuant to W.Va. Code §5A-3-56, (a)(1) Except when authorized pursuant to the provisions of subsection (b) of this section, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W.Va. Code §5A-3-56. As used in this section (2):

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

(B) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

(b) Notwithstanding any provision of subsection (a) of this section to the contrary, the Director of the West Virginia Department of Administration, Purchasing Division ("Director of the Purchasing Division") may, in writing, authorize the use of foreign steel products if:

(1) The cost for each contract item used does not exceed one tenth of one percent of the total contract cost or \$2,500, whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

(2) The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

57. PREFERENCE FOR DOMESTIC ALUMINUM, GLASS AND STEEL PRODUCTS:

In Accordance with W. Va. Code § 5-19-1 et seq.,

(a) Every state spending unit, as defined in chapter five-a, shall require that every contract or subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works contain a provision that, if any aluminum, glass or steel products are to be supplied in the performance of the contract, or subcontract, only domestic aluminum, glass or steel products shall be supplied unless the spending officer, as defined in chapter five-a, determines, in writing, after the receipt of offers or bids, that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest or that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements: Provided,

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That this article applies to any public works contract awarded in an amount more than \$50,000, and with regard to steel only, this article applies to any public works contract awarded in an amount more than \$50,000 or requiring more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in the State of West Virginia be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Marshall University Office of Purchasing will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: _____
Contractor's License No.: WV- _____

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code § 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Marshall University Office of Purchasing. For contracts of \$25,000 or less, the public authority shall be the Department issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code §21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22- 29-4, all new building construction projects of public agencies shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to W.Va. Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

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(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Marshall University Office of Purchasing within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Marshall University Office of Purchasing shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Marshall University Office of Purchasing’s request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11- 1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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b. **Subcontractor List Submission Form:** The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

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Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

- Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Marshall University Office of Purchasing buyer by the Agency. The Marshall University Office of Purchasing buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Marshall University Office of Purchasing at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with

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DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to the Contract.

Brian Moore Vice President
(Name, Title)

Brian Moore Vice President
(Printed Name and Title)

172 Boring Chapel Road Johnson City TN 37615
(Address)

423-213-9064 (Phone Number) (Fax Number)

brian.moore@can-do-clean.com
(Email Address)

CERTIFICATION AND SIGNATURE: By signing below, I certify that I have reviewed this Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that the product or service proposed meets the mandatory requirements contained in the Contract for that product or service, unless otherwise stated herein; that the Vendor expressly accepts the terms and conditions contained in the Contract; that Vendor understands and acknowledges that the terms and conditions contained in this contract take precedence over and any terms and conditions that Vendor seeks to be made a part of this contract (regardless of when the terms and conditions become effective) to the extent there is a conflict; that I am authorized by the Vendor to execute and submit this Contract or any documents related thereto on Vendor's behalf; that I am authorized to bind the Vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has/will properly register with the WV Purchasing Division and Marshall University.

Can Do Enterprises LLC
(Company)

[Signature]
(Authorized Signature)

Brian Moore VP
(Printed Name and Title of Authorized Representative)

8/27/21
(Date)

423 213 9064 (Phone Number) (Fax Number)

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Marshall University General Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MU22SPORTCLEAN
(If Applicable)

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Can Do Enterprises LLC


Authorized Signature [Signature]

Date 8/27/21

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

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Marshall University General Terms and Conditions

Request for BID	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2727</p>	Bid # MU22SPORTCLEAN		
Vendor:		For information contact: Buyer: Michelle Wheeler michelle.wheeler@marshall.edu and purchasing@marshall.edu Phone: (304) 696-2727		
FEIN/SSN:	Phone	Fax:		
Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM IN ORIGINAL AND (1) COPY AND (3) COPIES, SIGNED IN FULL IN INK, AND RECEIVED IN THE OFFICE OF PURCHASING TO HAVE A DATE/STAMP AFFIXED, ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for each item contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.				
DATE 08/18/2021	Questions regarding Request for Bid to be received no later than August 25, 2021 by 9:00 A.M., LPT	DEPARTMENT REQUISITION NO. MU22SPORTCLEAN		
		BID OPENS: August 27, 2021 3:00 PM, LPT		
		BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID		
Item #	Quantity	Description	Unit Price	Extended Price
		EMERGENCY REQUEST FOR BID		
		Marshall University, on behalf of the Board of Governors, invites Sealed Proposals from qualified Vendors to provide for commercial cleaning services at Joan C. Edwards Stadium and Cam Henderson Center. Sealed bids will be accepted until 3:00PM on August 27, 2021 in Room #125, Old Main Building, Office of Purchasing, Marshall University, One John Marshall Drive, Huntington, West Virginia 25755.		
Total				

To the Office of Purchasing,
 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 opening 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's guarantees shipment from _____ within _____ days
 After receipt of order at address shown
 Terms _____

Bidder's name Vendor) Can Do Enterprises LLC
 Title VP P
 Signed By Brian Moore
 Typed Name Brian Moore
 Street Address 172 Boring Chapel Rd
 City/State/Zip Johnson C. Co. TN 37615
 Date: 8/27/21 Phone 423-213-9064
 Fein: 11-3744026



REQUEST FOR BIDS
Marshall University Athletics Department
MU22SPORTCLEAN
Commercial Cleaning Services at
Joan C. Edwards Stadium and Cam Henderson Center

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The Marshall University Office of Purchasing is soliciting bids on behalf of the Athletics Department to establish a contract for commercial cleaning services at Joan C. Edwards Stadium and Cam Henderson Center, located in Huntington, WV. The awarded vendor will furnish all labor, tools, equipment, supervision, and any other item necessary to perform services as required by the bid specifications. The Athletics Department will provide all consumable materials (paper goods, chemicals, etc.), to the successful vendor.

The vendor will perform commercial cleaning services for all 2021 home football games (**Appendix B**) and all 2021-22 home basketball games (**Appendix C**). Occasionally other events may be held at both venues and commercial cleaning services will be scheduled in advance with the vendor.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Contract Services”** means commercial cleaning services necessary to perform scope of work as more fully described in these specifications.
- 2.2 **“Pricing Page”** means the pages, attached hereto as **Appendix A**, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Office of Purchasing.

3. **MANDATORY REQUIREMENTS:**

- 3.1 **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

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Marshall University Athletics Department
MU22SPORTCLEAN
Commercial Cleaning Services at
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3.1.1. Joan C. Edwards Stadium: Cleaning and janitorial services for the Joan C. Edwards Stadium's suites, elevators, lobbies, and hallways to include the following:

- 3.1.1.1** Remove all trash from all suites (except from suite pantries). Place liners in trash carriers and transport to dumpster(s). (Ensure all carriers wheels are free of dirt or grime before coming into finished spaces). Replace liners in receptacles used. Clean and sanitize trash container and container lid and clean wall behind trash container.
- 3.1.1.2** Inspect and clean ledges for debris. Close all doors and windows, secure and clean.
- 3.1.1.3** Wipe clean and sanitize all counter tops, tabletops, and drink bars.
- 3.1.1.4** Wipe clean all upholstered couches, chairs, and stools. Inspect for crumbs between cushions. Inspect furniture for spills and stains and spot clean as soon as possible. Organize furniture back in place after cleaning.
- 3.1.1.5** Empty and clean / sanitize ice bin located in drawer behind sky suite bar area.
- 3.1.1.6** Sanitize all restrooms. Toilets shall be cleaned and sanitized; toilet seats shall be left in the upright position. All floor areas shall be mopped and sanitized. Clean and polish all fixtures. Remove decals, graffiti from toilet stalls/doors, mirrors, etc. Sanitize toilet stalls, doors, and urinal dividers. Feminine waste containers shall be emptied, and a new liner shall be placed in container. Replace all trash liners, paper stock, and liquid soap in restrooms.

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- 3.1.1.7** Sweep clean all tile and ceramic floors. Mop-clean all floors, entrance ways, etc. with approved germicidal cleaner.
- 3.1.1.8** Vacuum clean all carpeted areas. Spot-clean all spills, stains and remove chewing gum as soon as possible.
- 3.1.1.9** Remove any trash and debris from lobby / common areas. Wipe clean all upholstered couches, chairs, and stools. Clean all interior windows with approved glass cleaner.
- 3.1.1.10** Wipe clean fingerprints and marks from doors and polish clean.
- 3.1.1.11** Dust shelves, televisions screens and cabinets. Do not use liquid spray cleaners on televisions.
- 3.1.1.12** Wipe down elevator walls, sweep clean and mop elevator floors. Wipe clean and polish interior elevator walls and control panels. Polish clean exterior elevator doors.
- 3.1.1.13** Clean windows on suite level hallway and in all suites.
- 3.1.1.14** Check stairwells for trash and spills, spot clean to remove all spills or stains on stairways and landings.
- 3.1.1.15** Remove spider webs near ceilings and corners and from televisions.
- 3.1.1.16** Report any problems or damage to Stadium Event Manager.
- 3.1.1.17** Turn off lights and lock all doors in each area when cleaning is completed.

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Marshall University Athletics Department
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Commercial Cleaning Services at
Joan C. Edwards Stadium and Cam Henderson Center

3.1.2 Team and Official's Locker Rooms and Shewey Building

- 3.1.2.1** Remove all trash from all areas of locker rooms (home football, visiting football and officials) and Shewey Building (i.e., training room, assistant and head coaches' rooms, position meeting rooms, office rooms, restrooms, and shower areas). Place liners in trash carriers and transport to dumpster. (Ensure all carrier's wheels are free of dirt or grime before coming into finished spaces) Replace liners in receptacles used.
- 3.1.2.2** Remove all trash, tape, etc. from lockers (including top of lockers). Inspect lockers for personal items that may have been left behind. Turn in any items found to the Locker Room Staff or Administrative Office. Wipe down lockers with approved wood cleaning solution.
- 3.1.2.3** Sanitize all restrooms and showers, clean and polish all mirrors and fixtures (including water fountains). Remove decals, graffiti from toilet stalls/doors, mirrors, etc. Replace all trash liners, paper stock, and liquid soap in restrooms as needed.
- 3.1.2.4** Sweep clean all tile and concrete floors. Mop-clean all floors, entranceways, showers, etc. with approved germicidal cleaner.
- 3.1.2.5** Vacuum clean all carpeted areas. Spot-clean all spills, stains and remove chewing gum.
- 3.1.2.6** Remove names from locker name plates and wipe clean (visiting team locker room only).
- 3.1.2.7** Wipe down dry erase/chalk boards, walls, and doors as needed.

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3.1.2.8 Report any problems or damage to Stadium Event Manager.

3.1.3 Box Office and Ticket Booths

3.1.3.1 Wipe clean all ticket pass-through trays and windows (both interior and exterior), counter tops, partitions, tabletops, chairs, and stools.

3.1.3.2 Sweep clean all tile floors. Mop-clean all floors, entranceways, etc. with approved germicidal cleaner.

3.1.3.3 Wipe down walls and doors as needed.

3.1.3.4 Report any problems or damage to Stadium Event Manager.

3.1.4 Training Room

3.1.4.1 Remove all trash from all areas of room. Place liners in trash carriers and transport to dumpster. (Ensure all carriers wheels are free of dirt or grime before coming into finished spaces). Replace liners in receptacles used. All medical waste (red) liners and containers shall be provided and disposed of by First Aid staff.

3.1.4.2 Wipe clean all counter tops, examination tables, desks, and chairs.

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REQUEST FOR BIDS
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- 3.1.4.3** Sanitize all restrooms, clean, and polish all fixtures. Remove decals, graffiti from toilet stalls/doors, mirrors, etc. Replace all trash liners, paper stock, feminine products, and liquid soap in restrooms.
- 3.1.4.4** Sweep clean all tile floors. Mop-clean all floors, entranceways, etc. with approved germicidal cleaner.
- 3.1.4.5** Wipe down walls and doors as needed.
- 3.1.4.6** Report any problems or damage to Stadium Event Manager.

3.1.5 Working Press Area / Press Box

- 3.1.5.1** Remove all trash from all rooms. Recycle all papers, programs, folders, etc. left on counter tops. Place liners in trash carriers and transport to dumpster. Insure all carriers wheels are free of dirt or grime before coming into finished spaces. Replace liners in receptacles.
- 3.1.5.2** Wipe clean all counter tops, tables, desks, and chairs.
- 3.1.5.3** Sweep clean all tile floors. Mop-clean all floors, entranceways, etc. with approved germicidal cleaner.
- 3.1.5.4** Vacuum clean all carpeted areas. Spot-clean all spills, stains and remove chewing gum.

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- 3.1.5.5** Wipe down walls and doors as needed. Remove tape and residue from walls and windows. Close and secure all windows.
- 3.1.5.6** Check stairwells for trash and spills, spot clean to remove all spills or stains on stairways and landings.
- 3.1.5.7** Report any problems or damage to Stadium Event Manager.

3.1.6 Stadium Seating Bowl

- 3.1.6.1** Collect all loose trash in plastic bags and transport to nearest dumpster. (Trash shall mean, but not limited to, paper or plastic cups, paper or foil wrappers, shells, gum, decals, confetti, programs, and any food items).
- 3.1.6.2** Sweep small trash to the aisles of each row for collection.
- 3.1.6.3** Use leaf blowers to move small debris from highest point in section to the lower rows.
- 3.1.6.4** Ensure all drains are free of trash and debris.
- 3.1.6.5** Hose wash concrete deck and seats as needed to remove drink spills.
- 3.1.6.6** Report any damaged seats, railings, concrete or caulking to Stadium Event Manager.

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3.1.7 Turf/Field

- 3.1.7.1** Pick all trash and debris from sidelines and field, including paper trash, tape, shells, and animal droppings; collect in plastic trash bag and transport to nearest dumpster. Clean all trash cans and replace liners.
- 3.1.7.2** Clean all grates and drains of debris.

3.1.8 Concourse, Ramps, and Stairways

- 3.1.8.1** Remove all trash on the ground and use blowers or large vacuums (Billygoat type vacuum) for removing small debris.
- 3.1.8.2** Spot mop or hose to remove all spills or stains on ramps, walkways, and concourses.
- 3.1.8.3** Remove trash from receptacles, replace liners.
- 3.1.8.4** Clean wheelchair areas, removing trash, wiping handrails, ledges, panels.
- 3.1.8.5** Clean elevator landing area, mop floors/vacuum in elevator and waiting area. Mop flooring in elevators, polish elevator walls and doors.
- 3.1.8.6** Wipe clean and disinfect all water fountains.

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3.1.8.7 Clean debris and bird droppings from all gates and fence lines.

3.1.9 Concourse Restrooms

3.1.9.1 Collect all loose trash and feminine products and dispose of in restroom waste receptacles (including any debris on ceiling supports).

3.1.9.2 Sweep all floors; collect trash and place in restroom waste receptacles.

3.1.9.3 Remove all trash from urinals and place in restroom waste receptacles.

3.1.9.4 Collect all receptacle liners, place in carriers, and transport to nearest dumpster.

3.1.9.5 Waste receptacles shall be rinsed out following each event, exteriors shall be damp wiped. Report any damage to Stadium Event Manager. Replace all receptacle liners and feminine receptacle liners.

3.1.9.6 Waste closets, seats, urinals shall be washed and disinfected inside and outside. Seats shall be cleaned on both sides and left in a raised position. No rust, incrustation or water rings shall exist.

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- 3.1.9.7** All stall partitions and stall doors shall be damp wiped. Any graffiti or decals shall be removed after each event.
- 3.1.9.8** Clean and disinfect washbasins. No rust, incrustation or water rings shall exist.
- 3.1.9.9** Clean and disinfect baby changing stations.
- 3.1.9.10** Clean and polish all dispensers and fixtures.
- 3.1.9.11** All restrooms' walls, both interior and exterior shall be spot cleaned.
- 3.1.9.12** All stock closet equipment shall be cleaned and made ready for the next event. Mops will be cleaned in clear water, rinsed, wrung dry and hung up. Mop buckets will be emptied in mop sink and rinsed clean. Dustpans will be emptied and wiped clean. Brooms will be hung off the floor on hangers provided.
- 3.1.9.13** All toilet paper, hand towel, and soap dispensers shall be serviced and made ready for the next event.
- 3.1.9.14** All mirrors and shelving shall be cleaned and wiped dry.
- 3.1.9.15** Floors shall be scrubbed using cleaner, mopped, and squeegeed dry.
- 3.1.9.16** Ensure janitorial closets are locked upon completion of work.

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3.1.9.17 Report any problems or damage to Stadium Event Manager.

3.1.10 Public Entry Gates

3.1.10.1 Collect all loose trash in plastic bags, place in carriers and transport to dumpster.

3.1.10.2 Collect all trashcan liners from entrance gates and around plaza, place in carrier and transport to nearest dumpster.

3.1.10.3 Inspect ticket boxes for trash.

3.1.10.4 Sweep clean all areas inside and outside of gates.

3.1.10.5 Wipe down all walls in and around the gates and plazas.

3.1.10.6 Rinse clean all trash receptacles and install new liners.

3.7.10.7 Spot clean (wash down) any spills or stains as needed

3.1.11 Common Areas and Sidewalks Around Stadium

3.1.11.1 Collect all loose trash in plastic bags, place in carriers and transport to dumpster.

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3.1.11.2 Sweep / blow clean all concrete areas. Wipe clean any spills, oil or grease residue, stains left on concrete floor.

3.1.11.3 Rinse clean all trash receptacles and install new liners.

3.1.12 Landscaped Areas

3.1.12.1 Collect all loose trash, including small debris, using extension poles that grab trash in areas that may damage vegetation or flower areas.

3.1.12.2 Collect trash from trees and shrubs.

3.1.12.3 Report any damage to Stadium Event Manager.

3.1.13 All Parking Lots and Adjacent Sidewalks

3.1.13.1 Collect all loose trash (including glass fragments and cigarette butts) in plastic bags.

3.1.13.2 Collect all trash can liners from sidewalks and transport to dumpster.

3.1.13.3 Sweep clean all areas in and around lots and driveways.

3.1.13.4 Clean and clear all drains of trash and debris.

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3.1.13.5 Collect trash from trees and shrubs.

3.1.13.6 Report any damage to Stadium Event Manager.

3.1.14 Lights and Gates

When the cleaning is completed, all stadium gates shall be locked. When daylight is available all stadium lights shall be turned off. For stadium cleaning during darkness, the stadium lights shall not be on more than 1/3 power.

3.2 Cam Henderson Center: Cleaning and janitorial services for the Cam Henderson Center suites, elevators, lobbies, and hallways to include the following:

3.2.1 Stadium Seating Bowl

3.2.1.1 Collect all loose trash in plastic bags and transport to nearest dumpster. (Trash shall mean, but not limited to, paper or plastic cups, paper or foil wrappers, shells, gum, decals, confetti, programs, and any food items).

3.2.1.2 Sweep small trash to the aisles of each row for collection.

3.2.1.3 Mop all drink spills.

3.2.1.4 Report any damaged seats, railings, concrete or caulking to Stadium Event Manager.

3.2.2 Concourse Restrooms

3.2.2.1 Collect all loose trash and feminine products and dispose of in restroom waste receptacles (including any debris on ceiling supports).

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- 3.2.2.2** Sweep all floors; collect trash and place in restroom waste receptacles.
- 3.2.2.3** Remove all trash from urinals and place in restroom waste receptacles.
- 3.2.2.4** Collect all receptacle liners, place in carriers, and transport to nearest dumpster.
- 3.2.2.5** Waste receptacles shall be rinsed out following each event, exteriors shall be damp wiped. Report any damage to Stadium Event Manager. Replace all receptacle liners and feminine receptacle liners.
- 3.2.2.6** Waste closets, seats, and urinals shall be washed and disinfected inside and outside. Seats shall be cleaned on both sides and left in a raised position. No rust, incrustation, or water rings shall exist.
- 3.2.2.7** All stall partitions and stall doors shall be damp wiped. Any graffiti or decals shall be removed after each event.
- 3.2.2.8** Clean and disinfect washbasins. No rust, incrustation or water rings shall exist
- 3.2.2.9** Clean and disinfect baby changing stations.
- 3.2.2.10** Clean and polish all dispensers and fixtures.
- 3.2.2.11** All restrooms' walls, both interior and exterior shall be spot cleaned.

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- 3.2.2.12** All stock closet equipment shall be cleaned and made ready for the next event. Mops will be cleaned in clear water, rinsed, wrung dry and hung up. Mop buckets will be emptied in mop sink and rinsed clean. Dustpans will be emptied and wiped clean. Brooms will be hung off the floor on hangers provided.
- 3.2.2.13** All toilet paper, hand towel, and soap dispensers shall be serviced and made ready for the next event.
- 3.2.2.14** All mirrors and shelving shall be cleaned and wiped dry.
- 3.2.2.15** Floors shall be scrubbed using cleaner, mopped, and squeegeed dry.
- 3.2.2.16** Ensure janitorial closets are locked upon completion of work.
- 3.2.2.17** Report any problems or damage to Stadium Event Manager.

3.2.3 Suites / Box Seats, Media Room, Hartley Room, Elevators, Lobbies and Hallways

- 3.2.3.1** Remove all trash from all suites (except from suite pantries). Place liners in trash carriers and transport to dumpster(s). (Ensure all carriers wheels are free of dirt or grime before coming into finished spaces). Replace liners in receptacles used. Clean and sanitize trash container and container lid and clean wall behind trash container.

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- 3.2.3.2** Inspect and clean ledges for debris. Close all doors and windows, secure and clean.
- 3.2.3.3** Wipe clean and sanitize all counter tops, tabletops, and drink bars.
- 3.2.3.4** Wipe clean all upholstered couches, chairs, and stools. Inspect for crumbs between cushions. Inspect furniture for spills and stains and spot clean as soon as possible. Organize furniture back in place after cleaning.
- 3.2.3.5** Empty and clean / sanitize ice bin located in drawer behind sky suite bar area.
- 3.2.3.6** Sanitize all restrooms. Toilets shall be cleaned and sanitized; toilet seats shall be left in the upright position. All floor areas shall be mopped and sanitized. Clean and polish all fixtures. Remove decals, graffiti from toilet stalls/doors, mirrors, etc. Sanitize toilet stalls, doors, and urinal dividers. Feminine waste containers shall be emptied, and a new liner shall be placed in container. Replace all trash liners, paper stock, and liquid soap in restrooms.
- 3.2.3.7** Sweep clean all tile and ceramic floors. Mop-clean all floors, entrance ways, etc. with approved germicidal cleaner.
- 3.2.3.8** Vacuum clean all carpeted areas. Spot-clean all spills, stains and remove chewing gum as soon as possible.

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- 3.2.3.9** Remove any trash and debris from lobby / common areas. Wipe clean all upholstered couches, chairs, and stools. Clean all interior windows with approved glass cleaner.
 - 3.2.3.10** Wipe clean fingerprints and marks from doors and polish clean.
 - 3.2.3.11** Dust shelves, televisions screens and cabinets. Do not use liquid spray cleaners on televisions.
 - 3.2.3.12** Wipe down elevator walls, sweep clean and mop elevator floors. Wipe clean and polish interior elevator walls and control panels. Polish clean exterior elevator doors.
 - 3.2.3.13** Clean windows on suite level hallway and in all suites.
 - 3.2.3.14** Check stairwells for trash and spills, spot clean to remove all spills or stains on stairways and landings.
 - 3.2.3.15** Report any problems or damage to Stadium Event Manager.
 - 3.2.3.16** Turn off lights and lock all doors in each area when cleaning is completed.
- 3.2.4 Court**
- 3.2.4.1** Pick all trash and debris from sidelines and on court, including paper trash, tape, etc.; collect in plastic trash bag and transport to nearest dumpster. Clean all trash cans and replace liners.

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3.2.4.2 Use a dry towel to clean up water or Sports Drink spills on the wooden court surface. Do not mop any of the wooden court surface.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Department with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by submitting a price for all services requested. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

5. PERFORMANCE: Vendor and Department shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Department. If this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

6. PAYMENT: Department shall pay per cleaning event as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Department separately.

8. PRICE ESCALATION/DE-ESCALATION:

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Adjustments to pricing after a contract has commenced may be reviewed by the Marshall University Office of Purchasing if the circumstances regarding the price increase meet all the following criteria:

- Adjustment is due to a situation beyond the vendor's control.
- The proposed increase in price does not produce a higher profit margin than on the original contract.
- The impacted item(s) are identified and accompanied by sufficient and justifiable documentation.

The Office of Purchasing will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Chief Procurement Officer. Price increases will not be considered before the end of the first term of the contract. Approved price adjustments will remain unchanged for at least twelve (12) months thereafter unless due to extraordinary circumstances as documented by the Vendor and concurred with by the University. A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date. An approved price increase will become effective after the approval of the increase. Retroactive price increase adjustments will not be considered.

During the term of the contract, should the Vendor realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, the Vendor must immediately request a change order to the contract to provide similar pricing to the University if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Vendor must immediately notify the University of any such contracts entered by the Vendor. Price decreases may be considered and implemented at any time upon mutual consent of the parties.

Approved price changes will be put into effect through a change order to the contract. Price changes will not be retroactive.

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9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Department's facilities. If access cards and/or keys are required:

- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee if the cards or keys become lost or stolen.
- 9.3** Vendor shall notify Department immediately of any lost, stolen, or missing card or key.
- 9.4** Anyone performing under this Contract will be subject to Department's security protocol and procedures.
- 9.5** Vendor shall inform all staff of Department's security protocol and procedures.

10. VENDOR DEFAULT:

- 10.1** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Department upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.1.1 Immediate cancellation of one or more release orders issued under this Contract.

10.2.2 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Brian Moore
Telephone Number: 4232139064
Fax Number: _____
Email Address: brian.moore@camdencclean.com

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APPENDIX B - MARSHALL UNIVERSITY ATHLETICS 2021 FOOTBALL SCHEDULE

Marshall University Athletics Department
MU22SPORTSCLEAN
 Commercial Cleaning Services at
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<i>Date</i>	<i>Time</i>	<i>At</i>	<i>Opponent</i>	<i>Location</i>	<i>Result</i>
September 4, 2021 (Saturday)	3:30 PM	Away	Navy	Annapolis, Md.	
September 11, 2021 (Saturday)	6:30 PM	Home	N.C. Central	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	
September 18, 2021 (Saturday)	6:00 PM	Home	East Carolina	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	
September 23, 2021 (Thursday)	7:30 PM	Away	Appalachian State	Boone, N.C.	
October 2, 2021 (Saturday)	7:00 PM	Away	Middle Tennessee	Murfreesboro, Tenn.	
October 9, 2021 (Saturday)	2:00 PM	Home	Old Dominion	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	
October 15, 2021 (Friday)	7:00 PM	Away	North Texas	Denton, Texas	
October 30, 2021 (Saturday)	3:30 PM	Home	FIU	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	
November 6, 2021 (Saturday)	6:00 PM	Away	Florida Atlantic	Boca Raton, Fla.	
November 13, 2021 (Saturday)	3:30 PM	Home	UAB	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	
November 20, 2021 (Saturday)	3:30 PM	Away	Charlotte	Charlotte, N.C.	
November 27, 2021 (Saturday)	3:30 PM	Home	WKU	Huntington, W.Va. <u>Joan C. Edwards Stadium</u>	


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APPENDIX C - MARSHALL UNIVERSITY ATHLETICS 2021-22 BASKETBALL SCHEDULE

**Marshall University Athletics Department MU22SPORTSCLEAN
Commercial Cleaning Services at
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<i>Date</i>	<i>Time</i>	<i>At</i>	<i>Opponent</i>	<i>Location</i>	<i>Result</i>
December 30, 2021 (Thursday)	TBA	Away	LA Tech	Ruston, La.	
January 1, 2022 (Saturday)	TBA	Away	Southern Miss	Hattiesburg, Miss.	
January 8, 2022 (Saturday)	TBA	Home	Florida Atlantic	Huntington, W.Va. <u>Cam Henderson Center</u>	
January 13, 2022 (Thursday)	TBA	Home	North Texas	Huntington, W.Va. <u>Cam Henderson Center</u>	
January 15, 2022 (Saturday)	TBA	Home	Rice	Huntington, W.Va. <u>Cam Henderson Center</u>	
January 20, 2022 (Thursday)	TBA	Away	FIU	Miami, Fla.	
January 22, 2022 (Saturday)	TBA	Away	Florida Atlantic	Boca Raton, Fla.	
January 27, 2022 (Thursday)	TBA	Home	Middle Tennessee	Huntington, W.Va. <u>Cam Henderson Center</u>	
January 29, 2022 (Saturday)	TBA	Home	UAB	Huntington, W.Va. <u>Cam Henderson Center</u>	
February 3, 2022 (Thursday)	TBA	Away	Old Dominion	Norfolk, Va.	
February 5, 2022 (Saturday)	TBA	Away	Charlotte	Charlotte, N.C.	
February 10, 2022 (Thursday)	TBA	Home	FIU	Huntington, W.Va. <u>Cam Henderson Center</u>	
February 13, 2022 (Sunday)	TBA	Away	UTEP	El Paso, Texas	
February 17, 2022 (Thursday)	TBA	Home	Old Dominion	Huntington, W.Va. <u>Cam Henderson Center</u>	
February 19, 2022 (Saturday)	TBA	Home	Charlotte	Huntington, W.Va. <u>Cam Henderson Center</u>	
February 24, 2022 (Thursday)	TBA	Away	Middle Tennessee	Murfreesboro, Tenn.	
March 2, 2022 (Wednesday)	TBA	Home	WKU	Huntington, W.Va. <u>Cam Henderson Center</u>	
March 5, 2022 (Saturday)	TBA	Away	WKU	Bowling Green, Ky.	

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Request for Bids	 <p>Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100 Direct all inquiries regarding this order to: (304) 696-2727</p>	Bid# MU22SPORTCLEAN Addendum No. 01		
Vendor:		For information call: Purchasing Contact: Michelle Wheeler Phone: (304) 696-2727 Email: michelle.wheeler@marshall.edu & purchasing@marshall.edu		
<small>Ssealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informallties or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.</small>				
DATE 8/26/2021	DEPARTMENT REQUISITION NO. MU22SPORTCLEAN	BIDS OPEN: August 27, 2021 at 3:00 PM, LPT at the following link: https://tinyurl.com/MU22SPORTCLEAN	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID	
Item #	Quantity	Description	Unit Price	Extended Price
<p><u>ADDENDUM NO. 01</u></p> <p>Project Name: MU22SPORTCLEAN – To Provide for Commercial Cleaning Services at Joan C. Edwards Stadium and Cam Henderson Center.</p> <p>Purpose: To respond to vendor’s technical questions and attach pre-bid sign-in sheet.</p>				
Total				

To the Office of Purchasing,
 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
 _____ After receipt of order at address shown
 Terms _____

Bidder’s name Vendor _____
 Signed By _____
 Typed Name _____
 Title _____
 Email _____
 Street Address _____
 City/State/Zip _____
 Date _____ Phone _____
 Fein _____

SOLICITATION NUMBER: MU22SPORTCLEAN

To Provide for Commercial Cleaning Services at Joan C. Edwards Stadium and Cam Henderson Center.

Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To respond to vendor's technical questions.
2. To attach the pre-bid sign-in sheet.

NO OTHER CHANGES.

Additional Information: Vendor question deadline was moved to August 25, 2021 at 3:00 PM during the Mandatory Pre-Bid Meeting.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

Addendum No. 01 **MU22SPORTCLEAN**

To Provide for Commercial Cleaning Services at Joan C. Edwards Stadium and
Cam Henderson Center.

Technical Questions and Answers

Q1. Who was the vendor last season?

A1. Hospitality Cleaning Solutions

Q2. May we have the financials from this contract from 19 and 20 as the 20 may be skewed due to COVID?

A2. <https://www.marshall.edu/purchasing/cleaning-of-stadium/> is the link for the years requested.

Q3. May we see the sign in sheet from today?

A3. Attached

Q4. Can we confirm that we do not pick any trash out of the parking lots, we would simply pull and reline the cans?

A4. Please see Specification 3.1.13. Loose trash should be collected. Any loose trash that is not collected will be collected by vacuum truck.

Q5. May we have the total number of restrooms at each venue on the concourses or simply see the document the Scott spoke about?

A5. Joan C. Edward Stadium - 14 men's (including sky suites) – 96 Lavatories, 46 Water Closets, 108 Urinals*. 14 women's (including sky suites) – 96 Lavatories, 122 Water Closets. Cam Henderson Center - 6 men's - 21 lavatories, 19 urinals, 19 water closets, 6 women's - 36 lavatories, 19 water closets. *Please note in Joan C. Edwards Stadium, one toilet is equal to 3 or 4 urinals depending on a 6 foot toilet or an 8 foot toilet.

Q6. Will the successful contractor have secure storage at the stadium and arena for larger equipment such as blowers, pans and brooms, etc.?

A6. Yes, there are secure storage areas at both venues the successful contractor may use.

Q7. Can you confirm that this is simply the lowest bidder regardless of credentials and pedigree?

A7. This is an RFB (Request for Bid) and will be awarded based on lowest price.

Q8. Would Marshall be receptive to negotiations on pricing during renewals due to rising labor rates?

A8. Increases can only be requested during the renewal period and justification must be submitted with the request.

Q9. With the emergency listing, would the operations staff be more patient and show the successful bidder the facilities in full and aid, if necessary, in the beginning?

A9. Yes, operation staff will show the facility in full and advice as necessary.

Q10. Would Marshall have any equipment such as vacuums, scrubbers, etc that could be used in the premium areas or would the contractor need to supply those as well?

A10. The contractor will need to supply vacuums, scrubbers, etc.

Q11. How many total flushables in Cam Henderson Center - all throughout – (do not include troths)?

A11. Please see answer to Addendum No. 1 Question 5

Q12. How many total urinal troths in Cam Henderson Center, approximate length for each (separate from the above questions)?

A12. There are no urinal troths in the Cam Henderson Center, only urinals.

Q13. How many sinks/hand wash stations in Cam Henderson Center?

A13. Please see answer to Addendum No. 1 Question 5

Q14. How many total flushables in Joan C. Edwards Stadium- all throughout – (do not include troths)?

A14. Please see answer to Addendum No. 1 Question 5

Q15. How many total urinal troths, approximate length for each in Joan C. Edwards Stadium (separate from the above questions)

A15. There are a total of 36 urinal troths and they vary in length of 6 feet and 8 feet.

Q16. How many sinks/hand wash stations in Joan C. Edwards Stadium?

A16. Please see answer to Addendum No. 1 Question 5



Office of Purchasing

MANDATORY PRE-BID MEETING SIGN-IN SHEET

PROJECT NAME: Commercial Cleaning at Athletics Stadium
PROJECT NO: MU22SPORTCLEAN
MEETING PLACE: Joan C. Edwards Stadium
DATE: August 24, 2021

Confirmed Email Attendees:

#	NAME	TITLE	REPRESENTING	PHONE	CELL	FAX	EMAIL
1.	Lindsey Hill	Sales	Service Master	843-735-8046 →			CPOLL-SERVICE@COMCAST.NET L.HILL@SERVICEMASTER.COM
2.	Bryan Keep	RVP	Ateu'om	405-386-0885	-		bryan.keep@ateuom.com
3.	Shawn M. Johnson	COO	Italian	437-621-8871	-		shawn.mjohnson@italian.com
4.	Brian Moore	VP	Can Do Enterprises	423-219-0044			brianmoore@Candoclean.com
5.	Jodie Savage	President	ServiceMaster	304-529-7376			djsavage@comcast.net
6.	Kelly Lindsay	Business Consultant	ServiceMaster	412-537-7178 →			kindsavage@simclean.com
7.							
8.							
9.							

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MU22SPORTCLEAN
(If Applicable)

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any University personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company Can Do Enterprises LLC

Authorized Signature 

Date 8/27/21

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised: 7/15/21

Marshall University General Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Can Do Enterprises LLC

Authorized Signature: [Signature] Date: 8/27/21

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

*Not able to
sign due to
COVID - If awarded we will complete*

Purchasing Affidavit (Revised 01/19/2018)

1 of 1 | [View All](#) Some of the values entered as Search Criteria for UI secured field ...

Vendor/Customer

[Me](#)

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ VC0000106966	Can Do Enterprises LLC		Inactive	Inactive	

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 - Fee Exempt :
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 - Registration Effective Date : 09/03/2021
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