

Request for Quotation	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p>Direct all inquiries regarding this order to: delong16@marshall.edu</p>	Bid# MU24JANITORIAL
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Vendor:	For information contact: Purchasing Contact: Misty DiSilvio Phone: (304) 696-2918 Email: delong16@marshall.edu Purchasing@marshall.edu
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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 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 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 12/14/2023	MANDATORY BID MEETING on January 10, 2024, and January 11, 2024, SEE NOTES BELOW	DEPARTMENT REQUISITION NO. MU24JANITORIAL	BIDS OPEN: 02/06/24 @ 3:30PM EST. Broadcast via TEAMS link below: http://tinyurl.com/MU24JANITORIAL	
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Item #	Quantity	Description	Unit Price	Extended Price
<u>Request for Quotation: MU24 JANITORIAL</u> Marshall University is soliciting bids on behalf of the Facilities and Operations Department to establish a contract for Janitorial Services. RFQ Schedule: Note bidders must attend both Prebid meetings. Each meeting will include a site visit. 1. Main Campus Mandatory Pre-bid Meeting: January 10, 2024, 9:00 AM, EST. at Drinko Library 349 One John Marshall Drive, Huntington, WV 25755. This meeting will include a review of the solicitation package and a site visit of the Huntington campus. 2. South Charleston Mandatory Prebid Meeting (2): January 11, 2024, 9:00AM EST. Admin Bldg. 116, 100 Angus E Peton Dr., South Charleston, WV 25303. This meeting will be a site walkthrough of the South Charleston Campus. 3. Technical Questions: Due January 19, 2024 at 3:30 PM, EST. 4. Bids due and opened: February 6, 2024 at 3:30 PM, EST. in person, or online via Teams: http://tinyurl.com/MU24JANITORIAL				

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's Name _____

Signed By _____

Typed Name _____

Title _____

Email _____

Street Address _____

City/State/Zip _____

Date _____ Phone _____

Fein _____

INSTRUCTIONS TO VENDORS

1. REVIEW DOCUMENTS THOROUGHLY: Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked, could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

A **MANDATORY** pre-bid meeting will be held at the following place and time:
January 10, 2024 at 9:00 AM, EST Main Campus Drinko Library RM 349
January 11, 2024 at 9:00 AM, EST 100 Angus E. Peyton Dr. South Charleston, WV
in the Admin Building Rm 116 -- Both meetings will include site visit

All Vendors submitting a written bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one (1) Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document attendance verification. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. **Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.**

INSTRUCTIONS TO VENDORS

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid meeting.

If possible, questions submitted at least five (5) business days prior to a scheduled pre-bid meeting will be discussed at the pre-bid meeting. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Marshall University Office of Purchasing as directed below. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submissions should include solicitation number in the subject line.

Question Submission Deadline (date and time): January 19, 2024 at 3:30 PM, EST.

Submit Questions to: Misty DiSilvio

Old Main 125

One John Marshall Drive

Huntington, WV 25755

Fax: (304) 696-3333 (Vendors should not use this fax number for bid submission)

Email: delong16@marshall.edu and purchasing@marshall.edu

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Marshall University Office of Purchasing is binding.
- 6. BID SUBMISSION:** All bids must be submitted electronically through Bonfire™ or signed and delivered by the Vendor to the Marshall University Office of Purchasing at the address listed above on or before the date and time of the bid opening. Any bid received by the Office of Purchasing staff is in the possession of the Office of Purchasing and will not be returned for any reason. The Office of Purchasing will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via Bonfire™, hand delivery, or delivery by courier.

Marshall University

INSTRUCTIONS TO VENDORS

A bid that is not submitted electronically through Bonfire™ should contain the information listed below on the face of the envelope or the bid may be rejected by the University.

SEALED BID: RFQ MU24JANITORIAL

CONTACT: Misty DiSilvio

SOLICITATION NAME: MU24JANITORIAL: Solicitation for Janitorial Services

SOLICITATION CLOSING DATE: February 6, 2024

SOLICITATION CLOSING TIME: 3:30 PM, EST.

- 7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by Bonfire™ (in the case of electronic submission), when the bid is delivered via mail or courier and time stamped by the official Marshall University Office of Purchasing's time clock or when the bid is delivered and is time stamped by the official Marshall University Office of Purchasing's time clock.

Bid Opening Date and Time: February 6, 2024 at 3:30 PM, EST.

Join Online: <http://tinyurl.com/MU24JANITORIAL>

Bid Opening Location: Marshall University Office of Purchasing
Old Main 125

One John Marshall Drive
Huntington, WV 25755

- 8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the University. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.
- 9. BID FORMATTING:** Vendor should type or electronically enter the information onto its written bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

INSTRUCTIONS TO VENDORS

- 10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or Vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the University at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS:** In accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, communication with Marshall University or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Marshall University Office of Purchasing, is strictly prohibited without prior Office of Purchasing approval for such communication.
- 13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the registration fee, if applicable.
- 14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>. Please Note: Vendor Preference is not applicable to construction projects.
- 15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

INSTRUCTIONS TO VENDORS

- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in Bonfire™ can be accessed and viewed by the University staff immediately upon bid opening. The University will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A Vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the University to print or electronically save documents provided that those documents are viewable by the University prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsible in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.
- 20. NON-RESPONSIVE:** The Chief Procurement Officer reserves the right to reject the bid of any Vendor as Non-Responsive in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, when the Chief Procurement Officer determines that the Vendor submitting the bid does not conform to the mandatory or essential requirements contained in the solicitation.
- 21. ACCEPTANCE/REJECTION:** The University may accept or reject any bid in whole, or in part in accordance with Marshall University Board of Governors Policy No. FA-9 Purchasing Policy.

INSTRUCTIONS TO VENDORS

- 22. 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 Marshall University Board of Governors Policy No. FA-9 Purchasing Policy, §5-22-1 et seq., §5G-1-1 et seq., and the West Virginia Freedom of Information Act in W. Va. Code § 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET (S), OR 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. The University may disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. and subject to W. Va. Code 29B-1-4(a) (1). All submissions are subject to public disclosure without notice.

- 23. PURCHASING AFFIDAVIT:** The University is prohibited from awarding a contract to any bidder that owes a debt to the State or 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.

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

- 24. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-4 requires that the vendor submit to the Marshall University Office of Purchasing a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

http://www.state.wv.us/admin/purchase/VRC/Ethics_DisclosureInterestedParties_2018.pdf

- 25. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Chief Procurement Officer reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under Marshall University Board of Governors Policy No. FA-9 Purchasing Policy. This authority does not apply to instances where state law mandates receipt with the bid.

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 dominant 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.

Revised: 10/12/21

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.

Revised: 10/12/21

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

Revised: 10/12/21

INSERT ADDITIONAL CONDITIONS BELOW:

West Virginia Contractor's License

Other Licenses and certifications as listed in Specifications

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 \$3,000,000.

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.

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

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:

_____ **NA** _____ **for** **NA** _____

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:

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

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Any language seeking to accelerate payments in the event of Contract termination, default or non-funding is 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.

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

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

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that could be considered a violation of law; and (4) that it has reviewed the Contract in its entirety; understands 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

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contractor and its subcontractors to implement and maintain a written drug-free workplace policy and the 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.

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.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number)

(Fax Number)

(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.

(Company)

(Authorized Signature)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number)

(Fax Number)

Revised: 7/15/21

REQUEST FOR QUOTATION
MU24JANITORIAL
Janitorial Services

1. **Purpose and Scope:** Marshall University is soliciting bids on behalf of the Facilities and Operations Department to establish a contract for Janitorial Services.
2. **Definitions:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the Terms and Conditions.
 - 2.1. **“Contract Services”** means Janitorial Services as more fully described in the specifications.
 - 2.2. **“Pricing Page”** means the pages contained in Exhibit A, upon which the Vendor should list its proposed price for Contract Services.
 - 2.3. **“Solicitation”** means the official notice of an opportunity to supply the University with goods and services that is published by the Office of Purchasing.
 - 2.4. **“University”** means Marshall University.
 - 2.5. **“Vendor” or “Bidder”** means the company that is responding to the solicitation.
3. **Background:** The mission of the Facilities and Operations at Marshall University is to effectively and efficiently provide maintenance and operational services that support the faculty, staff, and students. One of the main goals of the Facilities and Operations is to create a campus environment that welcomes visitors, enhances the living and learning experience and promotes a positive image; therefore, creating and managing the campus environment in support of the mission of Marshall University.
4. **Qualifications:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Bidders must have at least five (5) years of experience with similar size and scope contracts.
 - 4.1.1. Bidders must have sufficient equipment, staff, knowledge, experience, and vehicles to support a contract of this size. This contract will include approximately 32 buildings/locations equating to approximately 735,000 square feet of net cleanable space.
 - 4.2. **Staffing:** Vendor should describe their standard staffing levels in their bid. This should include an Organization Chart, and a description of management levels specifying who is responsible for the daily supervision of vendor staff working on University property and who responsible for training and certifications
 - 4.2.1. The vendor is required to maintain a minimum staffing level of 95% of staff required to complete contract requirements. If staffing levels fall below 95%, vendor must provide a staffing plan for hiring/recruiting and timeline to return to a standard staffing level.
 - 4.2.2. Vendor supervisors are responsible for initiating, maintaining, and supervising all safety precautions in connection with work under contract.
 - 4.2.3. Vendor supervisors are responsible for being on-site to inspect and oversee all custodial activities required in this contract.

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Janitorial Services

- 4.2.4. Vendor Supervisors must be available, either by cell phone or radio, while work is in progress to receive notices, reports, or requirements for the University.
- 4.3. **References/Portfolios:** Bidders must provide examples of three (3) existing contracts that should include:
- 4.3.1.1. Higher Education Experience,
 - 4.3.1.2. Similar size facilities,
 - 4.3.1.3. Similar scope level.
- 4.3.2. Bidders should provide at least three (3) references. References should include (1) Company name, (2) Contact person's name, (3) Phone number, and (4) email address.
5. **Mandatory Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
- 5.1. **Operating Procedures:** Vendor should provide a copy of their standard cleaning operation procedures with their bid. Throughout the duration of the contract, the vendor must be able to provide their standard cleaning operation procedures as requested by the University.
- 5.2. **Cleaning Standards:** The required cleaning standard is based on APPA Operations Guidelines for Educational Facilities, Custodial. The Vendor must maintain a minimum standard cleaning level as established in APPA Level 2. This cleaning level includes:
- 5.2.1.1. Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls but can be up to two days' worth of dust, dirt, stains, or streaks.
 - 5.2.1.2. All vertical and horizontal surfaces are clean; however, marks, dust, smudges, and fingerprints are noticeable upon close observation.
 - 5.2.1.3. The lights all work and fixtures are clean.
 - 5.2.1.4. Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
 - 5.2.1.5. Trash containers and pencil sharpeners hold only daily waste and are clean and odor-free.
- 5.2.2. The Vendor must provide Service Tier I (Full Service) unless otherwise noted. The University may require reduced services during certain times of the year or during emergency situations, such as a pandemic. The Facilities and Operations group will provide two weeks' notice regarding changes in levels of service.
- 5.3. **Schedule:**
- 5.3.1. The vendor must provide cleaning services Monday through Friday (unless otherwise noted), as well as for weekend events. Further scheduling details are provided in the Exhibits.
- 5.3.1.1. Day Porters – See Exhibit D

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Janitorial Services

- 5.3.1.2. Evening Shift
 - 5.3.1.2.1. Evening shift starts no earlier than 5 pm and must be completed by 8 am.
- 5.3.2. Vendor is required to lock and unlock all assigned buildings daily, including weekend for scheduled events. A Daily Locking schedule will be provided to the vendor. A weekly weekend report will be provided to Vendor by the Facilities and Scheduling office. Vendor is required to close windows as requested.
- 5.3.3. Vendor must provide Facilities and Operations with Day Porter schedule detailing who is assigned to what building and the times they will be servicing each building. Vendor must also provide a full staff listing and update it monthly.
- 5.3.4. **Special Building Schedules:** The following Buildings have alternative schedule and staffing requirements, as specified below:
 - 5.3.4.1. Smith Center for Business and Innovation:
 - 5.3.4.1.1. One Day Porter: M-F 8 hours each day
 - 5.3.4.1.2. Evening Shift Supervisor: M-F 8 hours each day
 - 5.3.4.1.3. Three Evening Shift Cleaners: M-F 8 hours each
 - 5.3.4.2. Shewey Building:
 - 5.3.4.2.1. One Day Porter: 7 days per week, 8 hours per day
 - 5.3.4.2.2. Two Evening Shift Cleaners: 7 days per week, 8 hours per day
- 5.4. **Supplies:** See notes below for provided supplies.
 - 5.4.1. The University is responsible for providing disposables such as hand drying towels, toilet tissue, liquid hand soap, paper products, hand sanitizer refills and correlating dispensers, trash can liners, trash, and ash receptacles. The University is also responsible for supplying batteries for University owned fixtures including but not limited to hand sanitizer stations, soap dispensers, paper towel dispensers, etc.
 - 5.4.2. The Vendor is responsible for providing the labor, equipment, and chemical/cleaning supplies to meet the specifications of this contract. The cost of these supplies must be included in the total bid pricing. The University will not reimburse these individually.
 - 5.4.3. The Vendor is responsible for refilling the supplied dispensers noted in section 5.4.1.
- 5.5. **Training:** Bidders shall ensure their staff are trained on the performance of tasks required by the contract and is training on all equipment they are expected to utilize.
 - 5.5.1. Bidders must provide an overview of their training program for review. The overview should include:
 - 5.5.1.1. Frequency of training,
 - 5.5.1.2. Topics covered,
 - 5.5.1.3. Training verification or tracking process.
 - 5.5.2. The Vendor's training program must include the following items. This list is intended to be the minimum requirements.
 - 5.5.2.1. Proper use and handling of chemicals, supplies, and equipment,

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Janitorial Services

- 5.5.2.2. Care and Maintenance of property,
 - 5.5.2.3. Fire Prevention and Safety procedures,
 - 5.5.2.4. Individual responsibility and schedules,
 - 5.5.2.5. Process for replenishing supplies and refilling dispensers,
 - 5.5.2.6. Location and understanding of Safety Data Sheets (SDS), and
 - 5.5.2.7. Accident reporting and prevention.
- 5.5.3. Throughout the duration of the contract, vendor must provide verification of training completion as requested by the University.
- 5.5.4. Vendor is responsible for ensuring their employees understand the requirements of this contract.
- 5.5.5. Vendor will ensure their employees complete any University training required by the Facilities and Operations Department or Environmental, Health and Safety Department.
- 5.5.6. All Vendor staff provided for contract must have the physical ability to perform contract requirements; including climbing ladders, lift up to 50 pounds on a regular basis, stand, walk, bend, and stoop on a daily basis.
- 5.5.7. All Vendor staff provided for contract must follow all set policies of the University while completing contract services. The Vendor is responsible for understanding the University policies and ensuring their staff members are aware of policies. These include, but are not limited to the following:
- 5.5.7.1. Tobacco products (including e-cigarettes and vapes) are only permitted in designated areas.
 - 5.5.7.2. Fire Prevention and safety procedures
- 5.5.8. Vendor is responsible for supplying employees with valid parking permits. Permits are available for purchase at Marshall Public Safety.
- 5.6. **Uniforms and Identification:** All vendor personnel are required to wear uniforms meeting the following requirements:
- 5.6.1. Visible company patch or logo that clearly identifies the person as an employee of Vendor,
 - 5.6.2. Badge that includes photo, person's name, and company logo.
 - 5.6.3. Shirts must be a set style and color to allow quick identification of Vendor employees.
 - 5.6.4. Shirts must be an appropriate style and size to allow the person to fulfill the requirements of their role.
 - 5.6.5. Long pants are required. Shorts are not permitted.
 - 5.6.6. Shoes must be closed toe, with slip-resistant soles.
 - 5.6.7. Uniforms must be clean and in good repair.
- 5.7. **General Cleaning/Service Requirements:**
- 5.7.1. Unless otherwise noted, all building interiors and entryways up to 10 feet in height are to be serviced according to this contract.

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- 5.7.2. Building entrances are to be serviced up to 15 ft. from the building.
 - 5.7.3. Vendor is responsible for turning off classroom and office lights upon completion of cleaning during the evening hours.
 - 5.7.4. All mechanical areas are excluded from this contract.
 - 5.7.5. Vendor storage areas are required to be orderly and presentable.
 - 5.7.6. Task and frequency indicate minimum acceptable cleaning frequencies. The vendor is responsible for re-cleaning to correct deficiencies that have been identified and reported to the vendor.
 - 5.7.7. Vendor shall perform contract requirements with minimal interruption to the University Operations. The adjustment of cleaning schedules may be required to avoid interruptions. Schedule adjustments shall be agreed to by both parties and will not be billed at an increased rate.
 - 5.7.8. For specialized equipment, such as a man lift, the vendor will provide an operator that has the appropriate certifications and training to operate the equipment.
 - 5.7.9. Vendor is not responsible for the following items:
 - 5.7.9.1. Laundry services,
 - 5.7.9.2. Cleaning up after animals or cleaning animal enclosures,
 - 5.7.9.3. Cleaning kitchenettes,
 - 5.7.9.4. Cleaning appliances (ovens, refrigerators, microwaves, coffee pots, etc.),
 - 5.7.9.5. Replacing lightbulbs or clock batteries,
 - 5.7.9.6. Other special requests that do not align with the contract requirements or that have not been approved by the Facilities and Operation department and added by an approved change order from the Purchasing office.
- 5.8. **Trash and Recycling Services:**
- 5.8.1. Trash collection and removal in offices, classrooms, and other indoor space will be provided as part of standard contract pricing for each building.
 - 5.8.2. Trash must be placed in the dumpsters located on campus.
 - 5.8.3. Vendor shall notify the Facilities and Operations department if dumpsters need to be emptied or repaired.
 - 5.8.4. Recycling bins must be emptied weekly, or when full, whichever occurs first. Recycling shall be collected and placed in designated holding areas.
- 5.9. **Emergency Clean-up:** The vendor shall provide the supervision, labor, equipment, and supplies necessary for emergency cleanups. The Vendor must be available to respond to emergency situations 24/7 for the duration of the contract. Vendor must respond to emergency incidents within 1 hour during working hours, and within 2 hours during off hours.
- 5.9.1. Normal Working Hours are defined as Monday – Friday from 8:00 AM, EST – 11:00 PM, EST.
 - 5.9.2. Small Emergency incidents must be addressed, and the area returned to normal use within 24 hours.
 - 5.9.3. Large Emergency incidents are defined as incidents that require more than 24 man hours to return to normal use. The Vendor and University will reach an agreement

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based on the situation for an appropriate timeline for the area to be returned to normal use. Large Emergency incidents will be billed at the "Large Emergency" rate listed on Exhibit A.

5.9.3.1. Large emergency incidents also includes:

5.9.3.1.1. Interior cleanup due to roof leaks, water leaks, flooding, wind or hail damage, and

5.9.3.1.2. Snow or ice removal from building entryways beyond 15ft.

5.9.4. The following equipment must be on campus and in good working conditions for the duration of this contract. The University will provide adequate storage areas for all Emergency equipment.

5.9.4.1. Carpet Dryer Fan: 10 each

5.9.4.2. Dehumidifier with pump: 6 each

5.9.4.3. Wet Vacuum with squeegee and at least 18-gallon capacity: 6 each

5.9.4.4. Floor squeegee: 6 each

5.9.4.5. Snow shovel: 6 each

5.10. **Event Setup and Cleanup:** The Vendor shall assist the University with event set-up and clean-up, as requested. This will include setting up and taking down tables, chairs, and other equipment for meetings and special events. Events with less than two (2) man hours is considered part of the base pay for this contract. Events with more than two (2) man hours will be billed at the "Event Setup" rate as listed in Exhibit A Pricing Page.

5.11. **Additional Services:** This contract is intended to cover Janitorial Services for buildings managed by the Facilities and Operations department. A list of existing buildings is included in these specifications.

5.11.1. The University reserves the right to add additional buildings owned, purchased, leased, or built during the term of the contract. Additional buildings may only be added via an authorized change order signed by both the Vendor and Office of Purchasing before any work begins. Vendor must provide a quote and updated pricing page if a building is added to the contract.

5.11.2. If the Vendor can provide services in addition to the specified janitorial services, these must be listed in the Vendor's proposal and on the included Pricing Page. Additional services are not a requirement of the contract, and the use of these services will be coordinated with the Vendor, Facilities and Operations Department, and Purchasing Office. If any of the following services are utilized, they must meet the listed requirements.

5.11.3. **Landscaping:** If needed landscaping services shall be provided at the rate indicated on Exhibit A Pricing Page. Landscaping services includes:

5.11.3.1. Mowing, string trimming and removal of grass from sidewalks,

5.11.3.2. Leaf removal,

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- 5.11.3.3. Snow removal.
 - 5.11.3.3.1. Includes sidewalks, ADA ramps and steps campus-wide.

5.11.4. **Additional Floor Stripping and Waxing:** If needed these services shall be provided at the rate indicated on Exhibit A Pricing Page. Services includes:

- 5.11.4.1. Full stripping of floors,
- 5.11.4.2. Waxing with a minimum of three (3) coats of wax, and
- 5.11.4.3. Cleaning baseboards along stripped and waxed floors.

5.11.5. **Pressure Washing:** If needed these services shall be provided at the rate indicated on Exhibit A Pricing Page. Services includes:

- 5.11.5.1. Pressure washing of ground level exterior items, such as building entryways, benches, planters, tables, chairs, pavers, and sidewalks.
- 5.11.5.2. Vendor shall provide a pressure washer with a minimum of 3,000 PSI.

5.11.6. **Window Cleaning:** If needed these services (window cleaning inside and outside w/ vendor supplied equipment) shall be provided at the rate indicated on Exhibit A Pricing Page. Services includes

- 5.11.6.1. Windows at ground floor,
- 5.11.6.2. Windows above ground floor, and
- 5.11.6.3. Windows requiring a lift.

5.11.7. **Campus Trash Removal:** If needed these services shall be provided at the rate indicated on Exhibit A Pricing Page. Services include the emptying of exterior trash cans (approximately 100), replacing with new trash bag/liner (supplied by the University), and transporting to trash dumpsters located on/near campus.

5.12. **Inspections:** The University will perform inspections of contract services. These inspections may be conducted with or without the presence of a Vendor representative. Deficiencies brought to the Vendor's attention must be corrected within two (2) business days. Safety Deficiencies must be corrected immediately. The University may report inspection findings either verbally or in writing.

5.13. **Reporting:** Vendor must report any damages, infestations, maintenance items, or other problems observed during the work performance in the appropriate University work order system.

Vendor is required to report ALL EMERGENCIES to the Marshall University Police Department (MUPD) as soon as safely possible.

5.14. **Contract Completion:** Vendor shall vacate assigned areas, including storage space, at the end of the contract period. This includes removal of all Vendor owned equipment from University property and repairs of damage to assigned areas caused by Vendor use.

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5.15. **Attachments:** Additional information is provided in the following attachments. Vendor is responsible for reviewing all attachments in their entirety.

- Exhibit A Pricing Page
- Exhibit B Day Porter Cleaning Activities and Frequencies
- Exhibit C Evening Shift Cleaning Activities and Frequencies
- Exhibit D Day Porter Hours per Building
- Exhibit E Garage and Pedestrian Bridge Cleaning Activities and Frequencies
- Exhibit F Cleaning Priorities Over Student Breaks
- Exhibit G Definitions for Cleaning Activities and Frequencies
- Exhibit H Building Square Footage
- Exhibit I Buildings with Special Exclusions or Instructions

6. Contract award and Pricing Page:

6.1. **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 for Chart 1 Janitorial Services for Buildings Included in Contract (Monthly Rate – Tier 1) as shown on the Pricing Page. Chart 2, Chart 3, and Chart 4 on the Pricing Page will not be used when evaluating the lowest overall total cost.

6.2. **Pricing Page:** Vendor should complete the Pricing Page by entering the requested rate for each listed service in Exhibit A Pricing Page. 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.

6.2.1. Vendor should type or electronically enter the information into the Pricing Pages through Banner, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [insert buyer's contact info.]

7. **Performance:** Vendor and Facilities and Operations shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Facilities and Operations. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the purchase orders that may be issued against this Contract.

8. **Payment:** University shall pay for services provided in accordance with the Pricing Pages, for all Contract Services performed and accepted under this Contract. The vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

9. **Travel:**

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- 9.1. 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 University separately.

10. **Facilities access:** Performance of Contract Services may require access cards and/or keys to gain entrance to the University's facilities. In the event that access cards and/or keys are required:
 - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen. Vendor is not permitted to duplicate any keys or cards provided by the University.
 - 10.3. Vendor shall not lend keys or permit access to locked areas to anyone, unless specifically authorized by the University.
 - 10.4. The University will provide direction regarding the Locking and Unlocking of buildings and rooms.
 - 10.5. Vendor shall notify the University immediately of any lost, stolen, or missing card or key.
 - 10.5.1. Lost or broken keys/cards will be replaced by the University at a rate of \$25 per item. This fee will be deducted from the monthly invoice.
 - 10.5.2. Lost keys that result in the door needing to be re-keyed will cost \$25 per lock cylinder. This fee will be deducted from the monthly invoice.
 - 10.6. Anyone performing under this Contract will be subject to the University's security protocol and procedures.
 - 10.7. Vendor shall inform all staff of the University's security protocol and procedures.

11. **Vendor default:**
 - 11.1. The following shall be considered a vendor default under this Contract.
 - 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2. Failure to comply with other specifications and requirements contained herein.
 - 11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4. Failure to remedy deficient performance upon request.
 - 11.2. The following remedies shall be available to the University upon default.
 - 11.2.1. Immediate cancellation of the Contract.
 - 11.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 11.2.3. Any other remedies available in law or equity.

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12. **Miscellaneous:**

12.1. 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.

Company Name:	
Contract Manager Name:	
Office Number:	
Cell Number:	
Email Address:	

Exhibit B: Building with Special Exclusions or Cleaning Requirements

Building	Included	Excluded	Special Notes
Harris Hall	All non-excluded areas	Basement	
Prichard Hall	All non-excluded areas	Basement	
Drinko Library	All non-excluded areas	Basement	
Visual Arts	All non-excluded areas	Basement	
Sorrell Maintenance	All non-excluded areas	Basement, Electric shop, Locksmith shop, Paint shop, HVAC shop, and all first floor shops.	2nd floor offices and common areas of Facilities and Operations, Planning and Construction, Environmental Health and Safety and Sustainability are included in this contract.
Indoor Athletic Complex (Buck Harless Study Center and Hall of Fame)	First floor: The entryway, foyer, stairs, and Hall of Fame areas Second Floor: Foyer and Buck Harless Study Center	First floor areas not on the inclusion list, such as the indoor track, restrooms, and medical areas.	
Morrow Library	All Restrooms and water fountains on the 3rd floor	3rd Floor areas outside of the restrooms and water fountains.	The floors in the "Stacks" area of the library are to be dust mopped monthly. No other service, besides emergency cleanup is needed in this area.
Receiving Warehouse	All non-excluded areas	Caged area on north-east side and dock area.	High dusting must be performed annually (includes removal of dust and cobwebs from walls and ceiling).
Art Warehouse	All areas	No exclusions	High dusting must be performed annually (includes removal of dust and cobwebs from walls and ceiling).
Baseball and Softball Operations Building	All non-excluded areas	Pitching areas, batting cages, infield areas, and concession areas.	

Day Porter Contract Cleaning Activities and Frequencies

Janitorial Contract Exhibit C

Miscellaneous	
Daily	Policing of trash, stocking of supplies, monitoring and spot-cleaning areas of concern of assigned building(s)
Daily	Respond to requests for assistance/emergency cleanup within assigned building as well as across campus
Daily	Lock/Unlock buildings, classrooms, labs, etc.
Daily	Clean/polish all drinking fountain fixtures
Restrooms & Showers	
Daily	Police all restrooms for trash, cleanliness and stocking of supplies. Restock and spot clean areas as necessary.
Elevators	
Daily	Inspect and spot clean floors as needed
Weekly	Clean and polish elevator bright work
Weekly	Clean elevator track
Stairs	
Daily	Police stairs for trash. Spot clean, as necessary.
Weekly	Sweep stairs, dust railings, ledges, and spot clean as necessary
Weekly	Sweep all stairs
Entryways / Lobbies	
Daily	Inspect and spot clean and/or sweep floors as needed
Daily	Clean entryways (doors and side glass) removing dirt, fingerprints, etc
Daily	Clean and polish all bright metal work
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains
Daily	Maintaining of building entryways up to 15' from entry doors including: ice melt treatment, ice and snow removal, leaf, litter and debris removal

Evening Shift Contract Cleaning Activities and Frequencies

Janitorial Contract Exhibit D

Tier I	Classrooms/Laboratories/Computer Rooms	Tier II	Tier III
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Spot vacuum carpeted areas	Semi-Weekly	Weekly
Daily	Spot clean carpeted areas	Semi-Weekly	Weekly
Daily	Dust mop, all hard surface floors	Semi-Weekly	Weekly
Daily	Mop all stains and spills	Daily	Daily
Daily	Clean dry-erase marker boards chalk boards & trays	Daily	N/A
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Daily	Weekly
Weekly	Vacuum all carpeted areas and upholstered furniture	Bi-Weekly	Bi-Monthly
Weekly	Damp mop all hard surface flooring	Bi-Weekly	Bi-Monthly
Monthly	Dust all window blinds	Bi-Monthly	Semi-Annual
Monthly	Dust all high and low reach areas	Bi-Monthly	Semi-Annual
Quarterly	Clean HVAC registers.	Semi-Annual	N/A
Quarterly	Clean baseboards	Semi-Annual	N/A
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean carpeted areas.	Annually	N/A
Annually	Scrub and refinish hard surface flooring,	Annually	N/A
Administrative Offices/Conference Rooms/Training Rooms/Common Areas			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Dust mop, all hard surface floors	Weekly	Bi-Monthly
Daily	Spot mop all hard surface floors	Weekly	Bi-Monthly
Daily	Spot vacuum carpeted areas	Weekly	Bi-Monthly
Daily	Spot clean carpeted areas	Weekly	Bi-Monthly
Daily	Clean and disinfect all drinking fountains/water bottle fill stations	Daily	Daily
Daily	Clean dry-erase marker boards chalk boards & trays	Weekly	N/A
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Weekly	Bi-Weekly
Weekly	Vacuum all carpeted areas and upholstered furniture	Bi-Weekly	Monthly

Monthly	Dust all high and low reach areas	Quarterly	Semi-Annual
Monthly	Dust all window blinds	Quarterly	Semi-Annual
Quarterly	Clean HVAC registers	Semi-Annual	N/A
Quarterly	Clean baseboards	Semi-Annual	N/A
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean carpeted areas	Annually	N/A
Annually	Scrub and refinish hard surface flooring	Annually	N/A
Restrooms/Showers/Locker Rooms			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Empty personal hygiene containers, clean and disinfect, replace liners as needed	Daily	Daily
Daily	Restock soap and paper products	Daily	Daily
Daily	Clean mirrors	Daily	Daily
Daily	Clean and disinfect fixtures, sinks, and countertops. Verify dispensers and fixtures are operational.	Daily	Daily
Daily	Clean and disinfect shower walls and floors	Weekly	Monthly
Daily	Spot clean walls and partitions	Weekly	Monthly
Daily	Vacuum carpeted floors	Weekly	Monthly
Daily	Sweep and mop hard surface floors	Weekly	Monthly
Weekly	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Bi-Monthly	Quarterly
Weekly	Dust all high and low reach areas	Bi-Monthly	Quarterly
Monthly	Wash all ceramic tile walls	Quarterly	Semi-Annual
Monthly	Scrub all restroom floors using germicidal detergent	Quarterly	Semi-Annual
Quarterly	Clean HVAC registers	Annually	N/A
Quarterly	Deep clean carpets	Annually	N/A
Quarterly	Clean baseboards	Annually	N/A
Semi-Annual	Clean lockers	Annually	N/A
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Stairs			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Police stairs and pick up litter	Semi-Weekly	Weekly
Daily	Remove any posters or flyers	Weekly	Bi-Weekly
Semi-Weekly	Clean handrails and ledges	Bi-Weekly	Quarterly
Semi-Weekly	Dust mop stairs and landings	Bi-Weekly	Weekly

Weekly	Damp mop stairs	Monthly	Quarterly
Elevators			
Daily	Damp mop hard surface flooring	Semi-Weekly	Weekly
Daily	Vacuum carpeted floors	Semi-Weekly	Weekly
Daily	Spot clean carpeted areas	Semi-Weekly	Weekly
Daily	Remove outdated or unauthorized posters/flyers	Daily	Weekly
Weekly	Clean and polish elevator bright work	Semi-Weekly	Weekly
Weekly	Clean elevator track	Monthly	Quarterly
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean carpeted areas	Annually	N/A
Annually	Scrub and refinish hard surface flooring	Annually	N/A
Corridors			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Spot clean door glass and side glass	Weekly	Bi-Monthly
Daily	Spot vacuum carpeted areas	Weekly	Bi-Monthly
Daily	Mop all stains and spills	Weekly	Bi-Monthly
Daily	Dust mop	Semi-Weekly	Weekly
Daily	Clean and disinfect all drinking fountains/water bottle fill stations	Daily	Daily
Daily	Remove outdated or unauthorized posters/flyers	Daily	Weekly
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Weekly	Bi-Weekly
Weekly	Vacuum all carpeted areas and upholstered furniture	Monthly	Bi-Weekly
Weekly	Spot clean walls removing soil, tape residue, etc	Bi-Weekly	Monthly
Weekly	Dust all high and low reach areas	Bi-Weekly	Monthly
Monthly	Machine scrub hard surface floors with automatic scrubber as needed	Quarterly	Semi-Annual
Monthly	Deep clean carpeted area as needed	Quarterly	Semi-Annual
Quarterly	Clean HVAC registers	Annually	N/A
Quarterly	Clean baseboards	Annually	N/A
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean carpeted areas	Annually	N/A
Annually	Scrub and refinish hard surface flooring	Annually	N/A
Entry Lobbies			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily

Daily	Clean and disinfect all drinking fountains/water bottle fill stations	Daily	Daily
Daily	Vacuum carpeted floors	Semi-Weekly	Weekly
Daily	Dust mop	Semi-Weekly	Weekly
Daily	Mop all stains and spills	Semi-Weekly	Weekly
Daily	Spot clean entry doors and side glass	Semi-Weekly	Weekly
Daily	Clean and polish bright metal work	Semi-Weekly	Weekly
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Semi-Weekly	Weekly
Monthly	Vacuum all carpeted areas and upholstered furniture	Bi-Monthly	Quarterly
Weekly	Dust all high and low reach areas	Bi-Weekly	Quarterly
Quarterly	Window Cleaning of Building Entryways and Vestibules (Interior and Exterior).	Semi-Annual	Annually
Quarterly	Clean HVAC registers	Annually	N/A
Quarterly	Clean baseboards	Annually	N/A
Annually	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean carpeted areas	Annually	N/A
Annually	Scrub and refinish hard surface flooring	Annually	N/A
Daycare Facilities			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Daily	Daily
Daily	Clean and disinfect all drinking fountains/water bottle fill stations	Daily	Daily
Daily	Hard surface floors - Clean and Sanitize	Daily	Daily
Daily	Door, cabinet, and cubicle handles/knobs - Clean and Sanitize	Daily	Daily
Daily	Carpet and area rugs - Vacuum and spot clean	Daily	Daily
Daily	Clean and sanitize sinks, faucets, toilets, toilet bowels, toilet seats, soap dispensers, and surrounding counters	Daily	Daily
Daily	Mops and Cleaning Rags - Clean and sanitize at start and end of shift	Daily	Daily
Daily	Spot clean entry doors and side glass	Daily	Daily
Daily	Clean and polish bright metal work	Daily	Daily
Daily	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Daily	Daily
Weekly	Deep clean small area rugs	Weekly	Weekly
Weekly	Dust all high and low reach areas	Weekly	Weekly
Monthly	Vacuum all carpeted areas and upholstered furniture	Monthly	Monthly
Monthly	Deep clean carpeted areas (including large area rugs).	Monthly	Monthly
Quarterly	Window Cleaning of Building Entryways and Vestibules (Interior and Exterior).	Quarterly	Quarterly

Quarterly	Clean HVAC registers	Quarterly	Quarterly
Quarterly	Clean baseboards	Quarterly	Quarterly
Annually	Clean diffusers and exposed areas of light fixtures	Annually	Annually
Annually	Scrub and refinish hard surface flooring	Annually	Annually
Miscellaneous			
As Needed	Building entrances snow, ice, leaf, and debris removal (15 ft from building)	As Needed	As Needed
Monthly	Fire extinguisher cabinets	Quarterly	Semi-Annual
Annually	Window cleaning of interior and exterior windows (up to 10 ft)	N/A	N/A
Annually	Pressure Wash Building Entryways	N/A	N/A
Annually	High reach Stairwell dusting (up to 25 ft).	N/A	N/A

Contract Day Porter Hours per Building

Janitorial Contract Exhibit E

		Tier I (Full Service)	Tier II (Partial Service)	Tier III (Reduced Service)
1	Harris Hall	4	2	0
2	Education Building	4	2	0
3	East Hall	4	2	0
4	Prichard Hall	4	2	0
5	Sorrell Maintenance Building	0	2	0
6	Myers Hall	0	2	0
7	Joseph M. Gillette Welcome Center	0	2	0
8	Office Public Safety	0	2	0
9	Drinko Library	16	8	0
10	Shewey Building (& Bobby Pruett Weight Room)	7 (1)	3 (1)	0
11	Dot Hicks Complex	0	0	0
12	Softball Press Box	0	0	0
13	Visual Arts Center	4	4	0
14	Child Development Academy	0	0	0
15	Buck Harless Study Center & HOF	2	2	0
16	Corbly Hall	4	2	0
17	Morrow Library	4	2	0
18	Career Services	0	2	0
19	Soccer Complex	0	2	0
20	Smith Business Building	8	4	0
21	Baseball Operations Bldg.	0	0	0
22	Softball Operations Bldg.	0	0	0
23	South Charleston Academic Center	0	0	0
24	South Charleston Administrative Bldg	0	0	0
25	Art Warehouse/Receiving Warehouse	0	0	0
26	3rd & 6th Ave. Parking Garage/ Pedestrian Bridge	0	0	0
27	Engineering Lab	0	0	0
28	Day Porter Supervisor	8	8	8
29	Day Porter Floater 1	8	8	8
30	Day Porter Floater 2	0	0	8
31	Weekend Day Porter Floater (Sat & Sun)	8	8	8

Day Porter Schedule:*

16 = 7am - 3pm AND 4pm - 12pm

8 = 7 am - 3 pm

4 = 7am- 11 am OR 12pm - 4pm

2 = Anytime between 7 am and 3 pm

1 = Anytime between 7 am and 3 pm

Floater = 8am - 4 pm

* - Day Porter schedule may be adjusted with Facilities and Operations approval.

Evening Shift: Starts at 5pm or later.

Parking Garage and Pedestrian Bridge Cleaning Activities and Frequencies

Janitorial Contract Exhibit F

Tier I	Stairs	Tier II	Tier III
Daily	Police stairs and pick up litter	Weekly	Bi-Weekly
Daily	Remove any posters or flyers	Weekly	Bi-Weekly
Daily	Spot clean door glass and side glass and stairway glass	Weekly	Bi-Weekly
1 X Week	Sweep/Clean stairs	Bi-Weekly	Monthly
1 X Week	Clean handrails and ledges	Bi-Weekly	Monthly
Quarterly	Clean diffusers and exposed areas of light fixtures	Annually	N/A
1 X Year	Clean all interior windows/glass	Annually	N/A
Elevators			
Daily	Sweep/Clean hard surface flooring	Weekly	Bi-Weekly
Daily	Remove outdated or unauthorized posters/flyers	Weekly	Bi-Weekly
Weekly	Clean and polish elevator bright work	Bi-Weekly	Monthly
Weekly	Clean elevator track	Bi-Weekly	Monthly
1 X Week	Damp mop elevator floor.	Bi-Weekly	Monthly
Quarterly	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Annually	Deep clean elevator floor and tracks.	Annually	N/A
Pedestrian Bridge (3rd Ave)			
Daily	Empty trash/recycling receptacles, replace liners as needed, remove to designated area	Weekly	Bi-Weekly
Daily	Spot clean door glass and side glass and corridor glass	Weekly	Bi-Weekly
Daily	Police bridge and pick up litter	Weekly	Bi-Weekly
Daily	Mop/Clean up all stains and spills	Weekly	Bi-Weekly
Daily	Remove outdated or unauthorized posters/flyers	Weekly	Bi-Weekly
Weekly	Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains	Bi-Weekly	Monthly
Weekly	Spot clean walls removing soil, tape residue, etc	Bi-Weekly	Monthly
1 X Week	Sweep/Clean corridor floor and steps.	Bi-Weekly	Monthly
Weekly	Dust all high and low reach areas	Bi-Weekly	Monthly
Quarterly	Clean diffusers and exposed areas of light fixtures	Annually	N/A
Miscellaneous			
As Needed	Stairwell entrances snow, ice, leaf, and debris removal	As Needed	As Needed

Contract Cleaning Priorities Over Student Breaks

Janitorial Contract Exhibit G

	Task	Target Buildings
Spring Break	Spray-Buffering of waxed floors.	Prichard Hall, Welcome Center
	Detail Cleaning of Restrooms.	Career Services, Welcome Center, Jomie Jazz, Prichard Hall
	Carpet cleaning/extraction of high use areas.	Career Services, Welcome Center, Jomie Jazz, MSC
	Machine cleaning vinyl flooring of high use areas.	Prichard Hall, Welcome Center
	Restroom Floor Scrubbing	MU/Contractor Determined
Summer Break	Task	Target Buildings
	Stripping and Waxing of all waxed floors.	All Contractor Cleaned Buildings, Parking Garages and Pedestrian Bridges
	Machine cleaning/scrubbing of LVT flooring.	
	Detail Cleaning of Restrooms.	
	Low and High Dusting/Cleaning.	
	High reach Stairwell dusting (up to 25 ft).	
	Carpet cleaning/extraction.	
	Detail Cleaning of Stairwells.	
	Pressure Washing.	
	Window Cleaning of Building Entryways and Vestibules (Interior and Exterior).	
Restroom Floor Scrubbing.		
Thanksgiving Break	Task	Target Buildings
	Requested areas of concern.	MU/Contractor Determined
	Spray-Buffering of waxed floors.	Morrow Library, Engineering Lab, East Hall
	Detail Cleaning of Restrooms.	East Hall, Prichard Hall, Morrow Library, Engineering Lab
	Carpet cleaning/extraction of high use areas.	East Hall, Prichard Hall, Morrow Library
	Machine cleaning vinyl flooring of high use areas.	Morrow Library, Engineering Lab, East Hall
	Restroom Floor Scrubbing.	MU/Contractor Determined
Christmas Break	Task	Target Buildings
	Spray buffing of waxed floors.	Harris Hall, Corbly Hall, Visual Arts, Drinko Library
	Carpet cleaning/extraction.	Drinko Library, Study Center (Indoor Facility), Jenkins Hall, Harris Hall, Corbly Hall, Visual Arts, SMB
	Low and High Dusting/Cleaning.	Drinko Library, Study Center (Indoor Facility), Education Bldg, Harris Hall, Corbly Hall, Visual Arts, SMB
	Detail Cleaning of Restrooms.	Drinko Library, Study Center (Indoor Facility), Education Bldg, Harris Hall, Corbly Hall, Visual Arts, SMB
	Extra High Reach Dusting	All Contractor Cleaned Buildings
	Detail Cleaning of Stairwells.	All Contractor Cleaned Buildings and Parking Garages
Restroom Floor Scrubbing.	MU/Contractor Determined	

Note: Tasks and Target Buildings may be adjusted as necessary with Facilities and Operations approval.

Cleaning Activity Descriptions/Definitions

Janitorial Contract Exhibit H

Empty trash/recycling receptacles, replace liners as needed, remove to designated area: Self-explanatory.
Empty personal hygiene containers, clean and disinfect, replace liners as needed: Self-explanatory.
Spot vacuum carpeted areas: Vacuum to remove visible debris.
Spot clean carpeted areas: Remove stains by mechanical or manual agitation.
Dust mop all hard surface floors: Using a dry dust mop all exposed flooring and under furniture and equipment where accessible.
Mop all stains and spills: Using a damp mop clean stain or spill. Wet floor signage is to be utilized.
Clean dry-erase marker boards, chalk boards & trays: With clean water and a sponge clean boards in a manner to avoid leaving streaks. Trays should be cleaned last.
Dust and spot clean all horizontal & vertical surfaces removing fingerprints, smudges and stains: Using an approved chemical remove any stains, visible soil, graffiti, fingerprints, etc.
Vacuum all carpeted areas and upholstered furniture: Vacuum carpet and upholstered furniture edge to edge and corners.
Damp mop all hard surface flooring: Using damp mop and properly mixed approved chemical, mop all exposed flooring and under furniture and equipment where accessible. Wet floor signage is to be utilized.
Dust all high reach areas: Dust all accessible areas above shoulder height to remove soil, dust, and cobwebs.
Dust all low reach areas: Dust all accessible areas below knee height to remove soil, dust, and cobwebs.
Clean HVAC registers: Dust registers or where necessary clean with damp sponge and properly mixed approved chemical.
Clean baseboards: Using a damp sponge and properly mixed approved chemical, clean all accessible baseboards.
Clean diffusers and exposed areas of light fixtures: Using a damp sponge or cloth and properly mixed approved chemical, clean both sides of diffuser and exposed areas of the light fixture.
Clean and disinfect all drinking fountains/water bottle fill stations: Using an approved cleaner/disinfectant wipe down all exposed areas and under the bottle fill mat.
Dust all window blinds: Self-explanatory.
Restock soap and paper products: When necessary refill dispensers, check for proper operation to include batteries.
Clean mirrors: Using a lint free cloth, paper towel, or squeegee, and an approved glass cleaner, clean mirror removing access cleaner to avoid streaking.
Clean and disinfect fixtures, sinks, and countertops. Verify dispensers and fixtures are operational.: Using a damp sponge or cloth and properly mixed approved chemical clean and disinfect all surfaces to include bright works. Check fixtures for proper operation and verify batteries do not need replaced.
Clean and disinfect shower walls and floors: By either manual or mechanical means and with approved properly mixed chemical. Clean and disinfect all surfaces to include bright works and drains.
Spot clean walls and partitions: Using a damp sponge or cloth and properly mixed approved chemical remove any stains, visible soil, graffiti, fingerprints, etc.
Sweep and mop hard surface floors: Sweep floors then using damp mop and properly mixed approved chemical, mop all exposed flooring and under furniture and equipment where accessible. Wet floor signage is to be utilized.
Wash all ceramic tile walls: By either manual or mechanical means and with approved properly mixed chemical. Clean and disinfect all surfaces.
Scrub all restroom floors using germicidal detergent: By either manual or mechanical means and with approved properly mixed chemical. Clean and disinfect floors edge to edge and corners.
Clean lockers: Using a damp sponge or cloth and properly mixed approved chemical clean and disinfect all accessible surfaces. If locker is not in use clean interior.
Police stairs and pick up litter: Inspect stairwells remove all litter and visible debris.
Remove any posters or flyers: Per the State Fire Marshal there is to be no fliers, notices, or posters affixed to the stairwell walls or doors.
Clean handrails and ledges: Using a damp sponge or cloth and properly mixed approved chemical remove any stains, visible soil, graffiti, fingerprints, etc from handrails and ledges.

Dust mop stairs and landings: Using a dry dust mop clean steps and landings paying extra attention to corners and edges.
Damp mop stairs: Using damp mop and properly mixed approved chemical, mop all exposed flooring. Wet floor signage is to be utilized.
Remove outdated or unauthorized posters/flyers: Only fliers and posters directly related to University activities should be posted. Advertisements and out of date items should be removed.
Clean and polish bright works: Using a damp sponge or cloth with approved properly mixed chemical. Clean and disinfect all surfaces and control buttons.
Clean elevator track: Clean door track to remove visible dirt or debris.
Spot clean door glass and side glass: Using a lint free cloth, paper towel, or squeegee, and an approved glass cleaner clean glass removing access cleaner to avoid streaking.
Spot clean walls removing soil, tape residue, etc.: Using a damp sponge or cloth and properly mixed approved chemical remove any stains, visible soil, graffiti, fingerprints, etc. Use a single edge razor blade scrapper to remove tape.
Machine scrub hard surface floors with automatic scrubber as needed: Self-explanatory.
Deep clean carpeted area as needed: Using a carpet extractor and approved cleaning chemical deep clean carpets.
Scrub and refinish hard surface flooring (Strip and Wax where applicable): Scrub all hard surface floors, where applicable, apply at minimum of three coats of high quality floor finish.
Building entrances; snow, ice, leaf, and debris removal: Clean the area fifteen feet from all building entrances using manual, chemical or mechanical methods.
Fire extinguisher cabinets: Using a damp sponge or cloth and properly mixed approved chemical remove any stains, visible soil, graffiti, fingerprints, etc interior and exterior.

Janitorial Contract Building Square Footage

Janitorial Contract Exhibit I

Note: The square footage listed below is the estimated net area per building/location that is required to be cleaned by this contract.

	Building/Location	Square Footage
1	Harris Hall	48,633
2	Education Building	33,568
3	East Hall	19,101
4	Prichard Hall	28,998
5	Sorrell Maintenance Building	8,946
6	Myers Hall	11,745
7	Joseph M. Gillette Welcome Center	5,900
8	Office Public Safety	4,456
9	Drinko Library	90,376
10	Shewey Building	35,941
11	Dot Hicks Complex	2,816
12	Softball Press Box	2,258
13	Bobby Pruett Weight Room	14,000
14	Visual Arts Center	48,591
15	Child Development Academy	9,760
16	Indoor Athletic Complex/Buck Harless & Hall of Fame	14,000
17	Corbly Hall	78,323
18	Morrow Library	83,886
19	Career Services	4,016
20	Soccer Complex	12,500
21	Art Warehouse/Receiving Warehouse	16,584
22	Engineering Lab	14,077
23	Smith Business Building	72,500
24	Baseball & Softball Operations Bldgs.	14,829
25	South Charleston Academic Center	16,224
26	South Charleston Administrative Bldg.	33,862
27	Garage Elevators/Stairwells (3rd Ave)	4,800
28	Garage Elevators/Stairwells (6th Ave)	2,800
29	Pedestrian Bridge (Henderson Center)	1,783
	Total:	735,273
30	RCBI*	24,700
31	Dietetics (Downtown)*	7,710
32	Huntington Kitchen*	2,600

* - Optional buildings.