

CONTRACT MODIFICATION AGREEMENT

Date: June 12, 2023

Contract No.: VTS-1347-2020

Modification No.: One (1)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: ServiceMaster Commercial Cleaning

Commodity: On Demand Cleaning Services

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The Criminal Conviction Check Term and Condition within this contract is hereby replaced in its entirety and replaced with the following:

CRIMINAL CONVICTION CHECKS: All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

- a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
- b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal

conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.

- c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

Except as provided herein, all terms and conditions of Contract Number VTS-1346-2020, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By: Adm Thompson
(Signature)
Adam Thompson, Pres.
Name and Title

By: Mary Helmick
DocuSigned by:
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Mary W. Helmick
Director of Procurement

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: VTS-1347-2020

This contract entered into this 10th day of March 2020 by ServiceMaster Commercial Cleaning hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

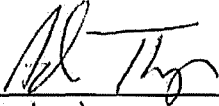
SCOPE OF CONTRACT: The Contractor shall provide Non Routine On-Demand Cleaning Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From March 10, 2020 through March 9, 2025 with the option for one (1) additional five-year period upon mutual written agreement of the parties.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 0059917 dated November 4, 2019, together with Addendum Number 1 to RFP dated November 25, 2019, the proposal submitted by the Contractor dated January 10, 2020 and Attachment 1, all of which Contract Documents are incorporated herein.

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

Contractor
By: 
(Signature)
Adam Thompson Director of Operations
Name and Title

Virginia Tech
By: 
Reed Nagel
Assistant Director for Facilities and Services



Request for Proposal # 0059917

For

Non-Routine/On Demand Cleaning Services of University
Facilities

November 4, 2019

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RFP 0059917
GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Kim Widrig, Buyer Senior Phone: (540) 231-8543 e-mail: kdcromer@vt.edu

DUE DATE: Proposals will be received until December 2, 2019 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: Virginia Polytechnic Institute and State University (Virginia Tech), Procurement Department (MC 0333) North End Center, Suite 2100, 300 Turner Street NW, Blacksburg, Virginia 24061. Reference the due date and hour, and RFP Number in the lower left corner of the return envelope or package.

Please note that USPS is delivered to a central location and is not delivered directly to Procurement. Allow extra time if sending proposal via USPS. It is the vendor's responsibility to ensure proposals are received in the Procurement office at the appropriate date and time for consideration.

TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number: _____. For assistance with SWaM certification, visit the SBSD website at <http://sbsd.virginia.gov/>.

_____ **Large**

_____ **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.

_____ **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

_____ **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	

I acknowledge that I have received the following addendums posted for this solicitation.

1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 – 3102 - 3112

YES _____ NO _____

SIGNATURE _____ Date: _____

Revised 09/17/2018

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations for on demand (or as needed) cleaning services by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia. This is an opportunity for awards to multiple firms that can service university facilities at or around the Blacksburg campus as well as university owned or leased facilities located throughout the state.

II. SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

III. CONTRACT PERIOD:

The term of this contract is for one year, or as negotiated. There will be an option for four one year renewals, or as negotiated.

IV. BACKGROUND:

Virginia Polytechnic Institute and State University (Virginia Tech) is located in Blacksburg, Virginia, approximately 40 miles southwest of Roanoke, Virginia, the major commercial hub of the area. In addition to the university's main campus in Blacksburg, major off campus locations include twelve agriculture experiment research stations, the Marion duPont Scott Equine Medical Center and graduate centers in Roanoke and Fairfax, Virginia. Regularly scheduled air service is provided at the Roanoke Regional Airport.

Dedicated to its motto, Ut Prosim (That I May Serve), Virginia Tech takes a hands-on, engaging approach to education, preparing scholars to be leaders in their fields and communities. As the Commonwealth's most comprehensive university and its leading research institution, Virginia Tech offers 240 undergraduate degree programs to more than 31,000 students and manages a research portfolio of nearly \$513 million. The university fulfills its land-grant mission of transforming knowledge to practice through technological leadership and by fueling economic growth and job creation locally, regionally, and across Virginia.

Virginia Tech provides routine, scheduled janitorial services utilizing university employees and/or an outsourced contracted janitorial services to clean and maintain university facilities, buildings or occupied locations on or around its campuses. To supplement routine, scheduled janitorial services already provided, there is an additional need for non-routine, on demand cleaning services that may be required either on a "one-time" basis or could be scheduled on a continuous basis dependent on the needs of the individual university department responsible for the specific facilities or occupied space. The location where these services will be provided are in a variety of buildings or university owned, leased or occupied spaces, on and around the University's campus in Blacksburg, Virginia. Occasionally, the same type of on demand cleaning services may also be required at one of the university's satellite locations across the Commonwealth of Virginia. Contractors should notate their availability to provide on demand cleaning services in close proximity to Blacksburg as well as in areas located across the state where other university facilities are located (see <https://vt.edu/about/locations.html>)

Based on available financial information for the last fiscal year, the university's annual spend for on demand, non-routine or as needed cleaning services was approximately \$600,000. However, this estimate is only provided for informational purposes to define the potential opportunity for contractors and does not represent any guarantee of work nor would it limit the amount of spend for on demand/as needed cleaning services awarded under this contract.

V. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

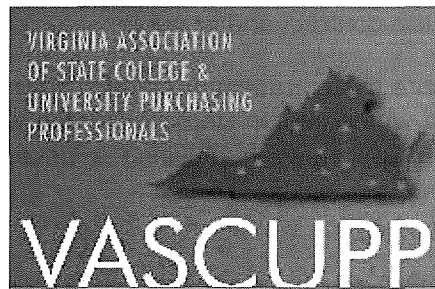
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register both with eVA and Ariba**. *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <http://www.eva.virginia.gov>, or call 866-289-7367 or 804-371-2525.

VI. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from

Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Please refer to Attachment B, Zone Map, if the offeror wishes to submit separate pricing structure based on approved zones for cooperative institutions. Refer to Attachment B for the approved Zone Map. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VII. STATEMENT OF NEEDS:

The Contractor shall furnish all labor, supervision, cleaning supplies, equipment and materials for the complete and satisfactory performance of on-demand, non-routine or as-needed cleaning services.

A. General Requirements:

1. The Contractor shall supply all consumable supplies, qualified supervision and labor, and equipment to provide all services described. Should any area of operation not be satisfactory to the Virginia Tech representative's inspection of work, the Contractor shall make the area satisfactory at the Contractor's sole expense. All furniture and furnishings shall be restored to their proper locations after operations have been completed. Virginia Tech reserves the right to correct or dispatch additional resources for any work not performed as outlined in the contract and or quote.

2. The contractor will ensure the entrances they use to service a facility after hours or if the building is unoccupied when the service is performed will be locked. After completion of their tasks, the contractor will verify the building is locked and secured before leaving.

B. Estimates of Work:

1. Upon request by Virginia Tech, the Contractor shall prepare and submit a written estimate per project including each billable unit required to perform the work specified. This work may then be performed by the Contractor only with Virginia Tech's written authorization. Invoices submitted by the Contractor for work performed shall be itemized by each contract billable unit and the total dollar amount of the invoice(s) submitted shall not exceed the Contractor's written estimates.

2. Virginia Tech reserves the right to obtain other estimates prior to authorizing the Contractor to proceed in order to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review his estimate and resubmit. The Contractor may only proceed with providing the services requested if Virginia Tech accepts the Contractor's revised estimate as reasonable and gives permission in writing to proceed in providing the services.

- C. Quality of Workmanship: The Contractor shall provide the necessary personnel for the satisfactory performance of the work at the frequencies and within the time frames specified by Virginia Tech. The Contractor shall inspect the entire area cleaned when completed to ensure quality workmanship and compliance with the contract. An inspection report should be submitted to Virginia Tech personnel.
- D. Level of Service: The contractor shall provide a level of cleaning that is at least equal to standards for Prestige and Adequate cleaning and to the complete satisfaction of Virginia Tech.
1. Prestige shall be defined as a cleaning standard that will provide unsolicited compliments from employees or visitors and will make a cleaning complaint a rarity. This level of cleaning is appropriate for high level management offices and areas of high public use.
 2. Adequate shall be defined as a cleaning standard that will provide neither compliments nor serious criticism from employees or visitors and will make a cleaning complaint a rarity.
- E. Staffing: The Contractor shall provide the required work force and supervisory personnel to perform the requested services at the frequencies indicated by Virginia Tech. All work shall be scheduled ahead of time as agreed upon by the Contractor and Virginia Tech.
1. The Contractor shall be responsible for the conduct and performance of their employees and compliance with the following rules:
 - Employees appearing to be under the influence of alcohol or drugs shall not be permitted on the property.
 - No loud or boisterous conduct will be permitted.
 - Contractor's employees shall not open desk drawers or cabinets at any time.
 - Contractor's employees shall not use or tamper with office machines, computer equipment and agency employee' personal property at any time.
 - Contractor's employees shall not use Virginia Tech telephones at any time.
 - Contractor's employees shall not prop open any door.
 2. The Contractor shall obtain criminal background checks on all contract personnel working on Virginia Tech grounds. The results of this check will be directed solely to the Contractor. Virginia Tech does require that the Contractor inform Virginia Tech of criminal conviction checks of contract employees within two (2) days of obtaining the information. The Contractor shall provide Virginia Tech with a written letter or form stating the required check has been done and results received. This form should state one of the following:
 - There is no criminal record.
 - There are non-work related convictions.
 - There are work related convictions.
- Virginia Tech will make the decision to approve or disapprove any contract employees that will work on Virginia Tech property. Disapproval would solely apply to Virginia Tech property and should have no bearing on the Contractor's employment of an individual outside of Virginia Tech.
- a. The Contractor shall be responsible for all dealings with its employees concerning this matter and it is suggested the Contractor inform the employee of these requirements at the time of employment.

- b. The personnel employed by the Contractor shall be informed of all OSHA, State and Federal Regulations governing this type of work including but not limited to OSHA right to know, and Asbestos/Lead Awareness and Blood Borne Pathogens. The Contractor shall provide Material Safety Data Sheet (MSDS) information on products used and shall make this information accessible to employees at all times. One copy shall be supplied to Virginia Tech Housekeeping Services. The contractor shall be responsible to update as additional chemicals are added.
- c. The Contractor shall provide training for each task required of their staff.

F. Equipment, Supplies, Materials and Utilities:

- 1. The Contractor shall furnish all supplies, materials and equipment including consumables for the performance of the work as described herein. All products and equipment will be "green" certified through a certifying agency such as (but not limited to): Green Seal Inc., Environmental Protection Agency, Environmental Choice, and Carpet and Rug Institute.

A complete and descriptive list of materials and equipment to be used for these services shall be submitted to Virginia Tech upon award of contract. This list shall be kept updated should any materials or products be changed. Virginia Tech reserves the right to prohibit the use of any product should it be deemed to be in the best interest of Virginia Tech.

- a. The Contractor shall maintain all equipment in good operating condition and in sufficient quantities to adequately perform all services. This equipment is to be available to Contractor personnel at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.
 - b. All supplies and materials furnished by the contractor shall be made available for inspection and approval for use by Virginia Tech. All supplies and materials must meet OSHA requirements.
- 2. Electric power (120 volt, single phase) and water required for the performance of the services described herein will be provided by Virginia Tech subject to reasonable use by the Contractor, only to the extent and capacity of present services at the building. Acceptance by the Contractor of the use of Virginia Tech's water and electricity constitutes a release to Virginia Tech of all claims by and of all liability to the Contractor for all damages resulting from power or water outages or voltage variation.
 - 3. The Contractor shall provide all required connections, temporary wiring, water hoses and piping to the existing utilities.

G. Other Requirements:

- 1. Parking Policy: Virginia Tech Parking Services requires the purchase and display of a parking permit for all vendor and contractor vehicles, privately and company owned that park on campus. Permits are available through application at Virginia Tech Parking Services, 505 Beamer Way. Vendor vehicles may use F/S spaces, loading docks and service vehicle parking spaces as the primary places for deliveries while performing their service. Vendor vehicles that need temporary access to land-locked buildings can drive on designated sidewalks and park in designated VBC pull-off areas. While designated sidewalks may be used to access land-locked buildings, no parking is

permitted on any roadway, sidewalk or turf. For complete parking information go to www.parking.vt.edu.

2. Turf Permits: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
3. Sidewalk Policy: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
4. Quality and Discipline of Employees: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work of any unfit person or anyone not skilled in the work assigned to him.
5. Work Schedule: The work schedule shall be as agreed upon for each project by Virginia Tech and the Contractor.
6. Safety Precautions: The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Owner in writing with copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor. Please refer to the Virginia Tech's Environmental, Health and Safety Services website for the Contractor Safety Program: [http://www.ehss.vt.edu/programs/contractor safety.php](http://www.ehss.vt.edu/programs/contractor%20safety.php).
7. Asbestos: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall inform all employees that the suspect material is not to be disturbed, and shall vacate and secure the area until an identification has been made if suspect debris is present. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor

but without additional compensation due to the time extension.

8. Lead: The contractor is contracted by Virginia Tech to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the contractor is assigned. The contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The contractor may not perform de-leading or lead abatement unless they hold a valid Virginia Lead Contractor license and have been specifically retained to perform this work as a part of the contract. The contractor shall submit to Virginia Tech Environmental Health and Safety Services (EHSS) Department for review and approval his written Lead Work Plan which outlines work practices, precautions, procedures, and engineering controls to be used during work that disturbs lead prior to commencement of this work. Work will not proceed until the Lead Work Plan has been approved by EHSS.
9. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work. The Contractor shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by the Owner.
10. Disposal of Debris: The Contractor shall transport all waste off Virginia Tech property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by Virginia Tech.
11. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. Contractor shall supply and maintain adequate firefighting equipment capable of extinguishing fires in the early stages.
12. Key Control:
 - a. No person shall knowingly possess an unauthorized key to property owned by Virginia Tech. Facilities Service's Key Control Office is the only authorized vendor for University key requests.
 - b. All keys remain the property of Virginia Tech. Keys which are no longer needed must be returned to the Key Control Office.
 - c. Stolen or lost keys must be reported immediately to the Virginia Tech Police Department & Key Control Office.
 - d. The installation, changing or removal of locks shall be performed only by contractor or an authorized Key Control Office designate.
 - e. Unauthorized locks are prohibited on doors and if found will be removed and discarded. Any damage or repairs necessitated by the removal of unauthorized locks will be the responsibility of the contractor found in violation of this section.
 - f. Keys should at no time be left unattended (hanging in a door lock, lying on a desk, etc.).
 - g. All Contractors must surrender all University keys issued upon termination or

completion of project.

- h. Keys are not to be transferred from their assigned carrier to another without proper documentation.
- i. The Contractor shall be responsible for the total cost of keys requested and for work done to re-secure an area whenever a key is lost or stolen.
- j. The contractor shall return any existing hardware removed from a project to the Key Control Office.

13. Smoking Policy: All employees, subcontractors or representatives of the contract must also adhere to the University Smoking Policy which can be viewed at the following website: <https://policies.vt.edu/1010.pdf>

VIII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

Proposals should be as thorough and detailed as possible so that Virginia Tech may properly evaluate your capabilities to provide the required goods or services. Offerors are required to submit the following information/items as a complete proposal:

1. Overview your company's history and years of experience in providing cleaning services for commercial buildings.
2. Outline your company's organization structure including, if applicable, an organizational chart showing the chain of command.
3. Provide any industry organization affiliations and or certifications.
4. Provide proof of your company's quality assurance plan. Include your company's policy for documenting complaints, monitoring feedback, evaluating progress and continual improvement, and a program for measuring service quality.
5. Outline your company's service delivery plan. Include service capacity, example of bidding/costing documents, examples of costs controls employed, quality control assurances and staffing plans.
 - a. How many employees does your firm employ?
 - b. How many subcontractors does your firm employ?
6. Outline measures in place to ensure the quality of equipment that will be used to provide the services required. Include examples of equipment maintenance and repair standards for equipment that will be used to provide the services required.
7. Outline documented systems and processes utilized to assure the safety of your company's employees and the university's facility occupants. Include training programs utilized for employees to ensure their safety and technical expertise. Outline your company's employee selection process, when and how individuals are trained, and routine or continuing education they receive.
8. Outline advance notice requirements that will be required for on-demand/as needed cleaning service requests. Include your firm's expected response time to a request for

service by a university department and also based on your company's advance notice requirements.

9. Occasionally, on demand cleaning service may be needed at one of the university's other locations across the Commonwealth of Virginia. Notate your company's ability and availability to provide on demand cleaning services in areas where Virginia Tech facilities are located outside of the Blacksburg, Virginia campus. (see <https://vt.edu/about/locations.html>)
10. Confirm your company's ability to provide on demand cleaning services in accordance with the detailed requirements as outlined in this RFP's Statement of Needs Section.
11. Outline specialty services that could also be provided. These may include but not be limited to:
 - a. Stripping and Waxing Floors
 - b. Buffing/Burnishing
 - c. Machine Cleaning of Ceramic Tile floors
 - d. Carpet Cleaning
 - e. Carpet Spotting
 - f. Cleaning appliances (microwave, refrigerator)
 - g. Window Washing
 - h. Furniture Cleaning
12. Indicate if your company carries the required insurance limits as outline in the Special Terms and Conditions Section Item 3.
13. Provide your company's standard billable commercial labor rates by employee position. Provide examples of any special circumstances that may alter these expected labor rates.
14. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SwaM (Small, Woman Owned or Minority Owned Business), describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>
15. The return of the General Information Form and addenda, if any, signed and filled out as required.

B. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;
 - a. One (1) **original** and two (2) **copies** of the entire proposal, including all attachments. Any proprietary information should be clearly marked in accordance with 2.e. below.

- b. **One (1) electronic copy** in WORD format or searchable PDF (*flash drive*) of the entire proposal as one document, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 2.e. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

Response shall be submitted to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

Reference the Due Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - e. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

IX. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	25
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	20
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
	Total 100

B. Award To Multiple Offerors:

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be

conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offerors which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech reserves the right to make multiple awards as a result of this solicitation. Virginia Tech may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. See Attachment C for sample contract form.

X. INQUIRIES:

All inquiries concerning this solicitation should be submitted in writing via email, citing the particular RFP section and paragraph number. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 2PM on November 18, 2019. Inquiries must be submitted to the procurement officer identified in this solicitation.

XI. INVOICES:

The Contractor shall invoice for services provided within seven (7) calendar days post event. The Contractor shall provide individual invoices per event for services provided. Each invoice will include the date(s) of service and the name of the group they are providing service for. It is the sole responsibility of the Contractor to provide invoices for cleaning services within the agreed upon timeframe.

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

XII. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program, please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XIII ADDENDUM:

Any ADDENDUM issued for this solicitation may be accessed at <http://www.apps.vpfin.vt.edu/html.docs/bids.php>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIV. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XV. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services is the mandatory controlling version of the document. Any modification of/or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XVII. CONTRACT ADMINISTRATION:

- A. The individual user departments at Virginia Tech shall be identified as the Contract Administrators and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrators in each user departments shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. Contract Administrators, or designees, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.
- C. Kim Widrig, Buyer Senior, Procurement, shall oversee the contract in its entirety and will serve as the point of contact for issues involving this contract.

XVIII. ATTACHMENTS:

- Attachment A - Terms and Conditions
- Attachment B - Zone Map for Cooperative Contracts
- Attachment C - Sample of Standard Contract Form

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.

- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.

- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: _____

Name of Bidder or Offeror	Due Date	Time Due

Street or Box No.	Solicitation Number	

City, State, Zip Code	Solicitation Title	

Name of Procurement Officer: _____

The envelope should be addressed to:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

The offeror takes the risk that if the envelope is not marked as described above, it may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Bids or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

- G. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing, hand delivered or mailed to the address of the respective party at the following address

If to Contractor: Address Shown On RFP Cover Page
Attention: Name Of Person Signing RFP

If to Virginia Tech:

Virginia Polytechnic Institute and State University (Virginia Tech)
Attn: Kim Widrig
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

- H. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.
- I. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf

SPECIAL TERMS AND CONDITIONS:

- 1. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- 2. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded prior to the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees have a duty to self-disclose any criminal conviction(s) occurring

while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of the contract Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.

3. **INSURANCE:** By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00
 - E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
 - F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
4. **LEAD:** The contractor is contracted by Virginia Tech to perform work in buildings where lead-containing materials such as lead-based paint may be located. Work performed under this contract may impact these lead materials (for example, during building renovations), but does not include lead abatement or de-leading operations. The contractor will be informed by Virginia Tech project coordinator/manager of the location of suspect and known lead containing materials in the work area(s) to which the contractor is assigned. The contractor shall provide all training and equipment required by 29 CFR 1926.62 for the safe performance of the work. The contractor may not perform de-leading or lead abatement unless they hold a valid Virginia Lead Contractor license and have been specifically retained to perform this work as a part of the contract. The contractor shall submit to Virginia Tech Environmental Health and Safety Services (EHSS) Department for review and approval his written Lead Work Plan which outlines work practices, precautions, procedures, and engineering controls to be used during work that disturbs lead prior to commencement of this work. Work will not proceed until the Lead Work Plan has been approved by EHSS.

5. **MATERIALS CONTAINING ASBESTOS:** The offeror/bidder shall not incorporate any materials into the work containing asbestos. The offeror/bidder shall not incorporate any material known by the offeror/bidder to contain a substance known to be hazardous to health when the building is occupied unless specifically approved by Virginia Tech or required by the specifications. If the offeror/bidder becomes aware that a material required by the specifications contains asbestos, it shall notify Virginia Tech immediately and shall take no further steps to acquire or install any such material.
6. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
8. **REFERENCES:** Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION CONTACT PERSON	ADDRESS	TELEPHONE
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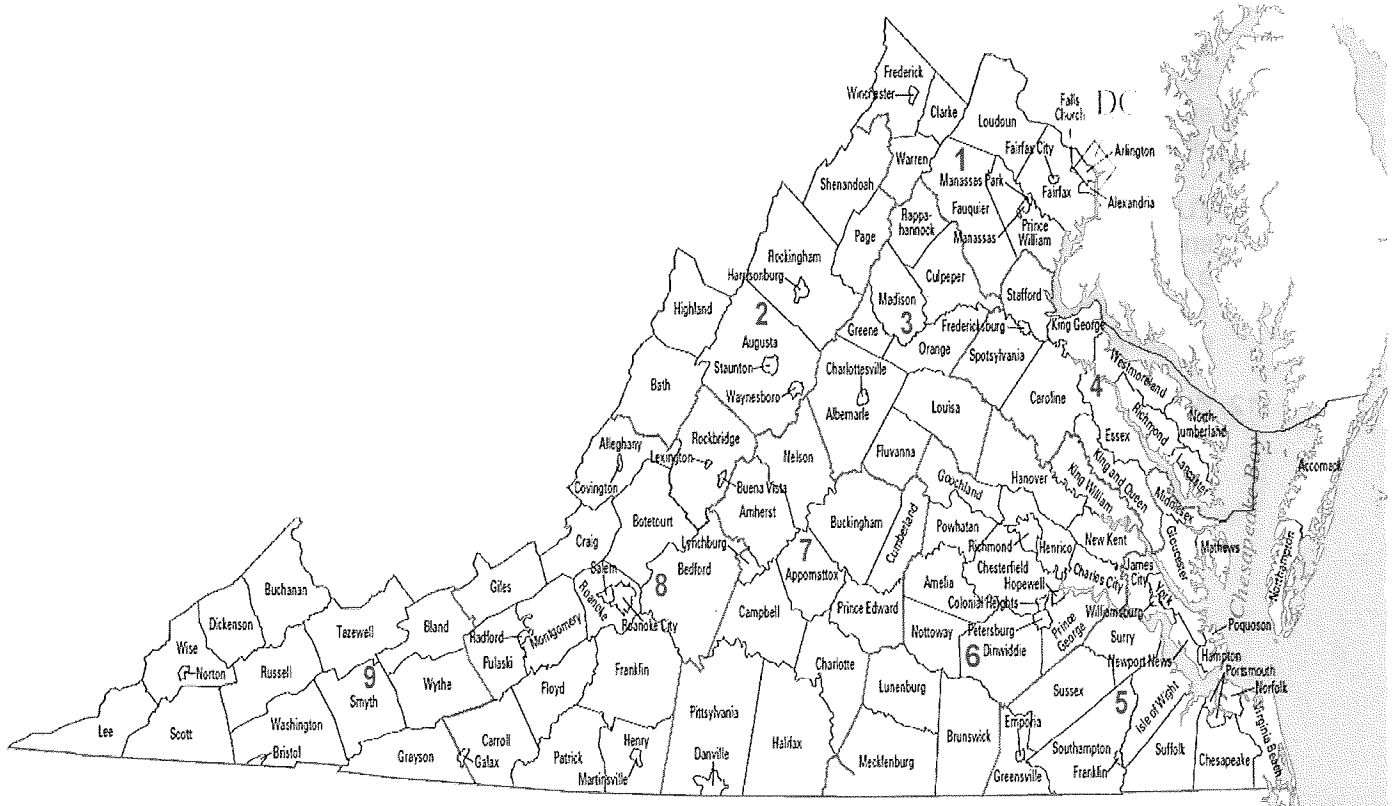
1.		
2.		
3.		

9. **SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be obtained by contacting EHSS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

10. **SIDEWALK POLICY:** Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.
11. **TURF POLICY:** Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.
12. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

ATTACHMENT B

Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

Zone 1

**George Mason University
(Fairfax)**

Zone 2

**James Madison University
(Harrisonburg)**

Zone 3

**University of Virginia
(Charlottesville)**

Zone 4

**University of Mary Washington
(Fredericksburg)**

Zone 5

**College of William and Mary
(Williamsburg)
Old Dominion University (Norfolk)**

Zone 6

Virginia Commonwealth University (Richmond)

Zone 7

**Longwood University
(Farmville)**

Zone 8

**Virginia Military Institute
(Lexington)
Virginia Tech (Blacksburg)
Radford University (Radford)**

Zone 9

**University of Virginia - Wise
(Wise)**

The zone map is provided for the offeror to determine appropriate pricing structures based on approved zones for cooperative institutions. If no other prices are offered, pricing provided will apply to all zones in the Commonwealth. If you wish to provide pricing for a zone other than which this solicitation originated, please indicate you are doing so in the response. If you anticipate pricing differentials for different zones, a separate pricing sheet must be submitted for each zone that includes appropriate pricing for that zone

ATTACHMENT C

SAMPLE CONTRACT FORM

Standard Contract form for reference only
Offerors do not need to fill in this form

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: _____

This contract entered into this ____ day of _____, 20____, by _____, hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of this signed contract, Request For Proposal Number _____ dated _____, together with all written modifications thereof and the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which Contract Documents are incorporated herein.

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

Contractor:

Virginia Tech

By: _____

By: _____

Title: _____

Title: _____

ADDENDUM # 1 TO RFP # 0059917

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	DUE DATE AND HOUR
November 25, 2019	January 14, 2020 at 3:00pm

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Buyer Senior
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Non-Routine/On-Demand Cleaning Services of University Facilities

1. All questions will be due no later than December 18 at 3:00 pm.
2. All other terms, conditions and descriptions remain the same.

The due date and hour has been changed from December 2, 2019 at 3:00 pm to January 14, 2020 at 3:00 pm.

I acknowledge that I have read and understand this addendum in its entirety.

Signature

Date

REQUEST FOR INFORMATION: NON-ROUTINE/ON-DEMAND CLEANING SERVICES OF UNIVERISTY FACILITIES RFP

1. How many companies were awarded Non-Routine/On Demand Cleaning Services contracts being used today?

RESPONSE: 4 contracts

2. How many written authorizations ("Work Orders") were approved in the last 12 months?

RESPONSE: Around 109 purchase orders were placed with our current cleaning companies under contract.

3. Can you please provide a breakdown of Work Orders by facility in the last 12 months?

RESPONSE: Too many to count.

4. Can you please provide a breakdown of Work Orders by contractor (assume more than one is being used)?

RESPONSE: Evergreen Janitorial Services: 20
Special Touch Cleaning: 57
Goodwill Industries of the Valley Works: 31
Jett Cleaning Services: 1

5. Can you please provide a breakdown of Work Orders by services delivered? (e.g.: General office cleaning, Carpet Cleaning, Window Washing, etc.)

RESPONSE: This is not something Virginia Tech tracks in our system.

6. Who is the Virginia Tech representative responsible for providing written authorizations to perform work under this contract?

RESPONSE: Written authorizations are issued per department.

7. Are there services required beyond those identified on page 12, section VIII.A.11. items a. through h.? If so, please specify what type of services could potential be requested beyond those identified?

RESPONSE: There could be more services required beyond those identified. We have no way of knowing at this point. Please provide all services offered in proposal.

8. For page 12, section VIII.A.13, when you say "standard billable commercial labor rates" are you requesting an hourly billable labor rate based on the type of work performed by level of experience/expertise?

RESPONSE: Hourly billable rate

9. Are there any unique pieces of equipment required beyond those required for basic janitorial services, floor and carpet care and window cleaning up to twelve (12) feet?

RESPONSE: No

10. Is the contractor provided permanent storage space for equipment and supplies in a centrally located facility where a majority of the work is expected to be performed?

RESPONSE: No

11. Is the contractor provided permanent parking spaces for vehicles that maybe required to perform services?

RESPONSE: No. Please see page 8 of the RFP on Parking Policy for more information.

12. Is the contractor provided office space in a centrally located facility where a majority of the work is expected to be performed?

RESPONSE: No



Request for Proposal # 0059917

For

Non-Routine/On Demand Cleaning Services of University
Facilities

November 4, 2019

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

ADDENDUM # 1 TO RFP # 0059917

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia 24061

DATE	DUE DATE AND HOUR
November 25, 2019	January 14, 2020 at 3:00pm

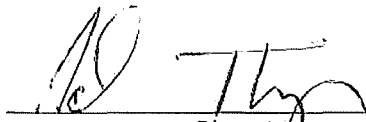
ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO: Kim Widrig, Buyer Senior
E-MAIL ADDRESS: kdcromer@vt.edu TELEPHONE NUMBER (540) 231-8543
FAX NUMBER (540) 231-9628 AFTER HOUR MESSAGES (540) 231-6221

Non-Routine/On-Demand Cleaning Services of University Facilities

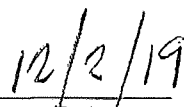
1. All questions will be due no later than December 18 at 3:00 pm.
2. All other terms, conditions and descriptions remain the same.

The due date and hour has been changed from December 2, 2019 at 3:00 pm to January 14, 2020 at 3:00 pm.

I acknowledge that I have read and understand this addendum in its entirety.



Signature



Date



ServiceMaster
Commercial Cleaning
6580 Valley Center Dr.
Suite 164
Radford, VA 24141
540-381-0757

01/10/2020

Virginia Tech
Attn: Kim Widrig
Procurement Dept.
North End Center, Suite 2100
300 Turner St. N.W.
Blacksburg, VA 24061

Ms. Widrig,

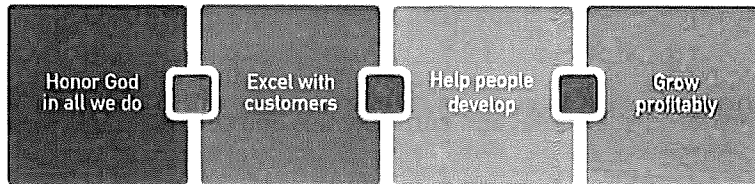
Thank you again for the opportunity to submit this quote for Non-Routine/On Demand Cleaning Services of University Facilities. The following information will outline our company background, experience level and method of operations.

ServiceMaster Clean Company Overview

Originally founded as a mothproofing company in 1929 by Marion E. Wade, a former minor league baseball player, ServiceMaster had its beginnings in Chicago where Wade worked out of his home. Wade had a strong personal faith and a desire to honor God in all he did.

Translating this into the marketplace, Mr. Wade and his successors Ken Hansen and Ken Wessner shaped what became our company objectives:

WE ARE ACCOUNTABLE TO:



ServiceMaster expanded to carpet cleaning in 1952, establishing one of America's first franchise businesses. Today, ServiceMaster Clean provides carpet, window, furniture, and drapery cleaning; janitorial services; and disaster restoration services to over 700,000 customers through over 3,000 franchises in the United States, Canada and 14 other countries throughout the world.

ServiceMaster has since built on the original franchise business, expanding from our consumer business to form a network of quality service companies.

Local Franchise: ServiceMaster Commercial Cleaning

ServiceMaster Commercial Cleaning began in Danville, VA in 1996. Additional locations were established in Christiansburg in 2004 and Roanoke in 2006. Currently, janitorial service is being provided to over 175 facilities with a staff of over 125 employees. Great pride is taken in customer retention by providing prompt quality service. Our very first customer is still a loyal customer after 22 years.

Organization List

President
Vice President
Director of Operations
Director of Specialty Services
Operations Manager (3)
Supervisors (7)
Floor Techs (4)
Service Partners

Quality Control

ServiceMaster uses P.A.C.T., a quality control system, to ensure customer satisfaction. P.A.C.T. is an acronym for Plan, Act, Communicate and Track. An agreed upon plan is established with the customer and an action plan is put in place to achieve the desired results. Regular inspections are conducted and communicated with the ServiceMaster employee and the customer to ensure that everyone is informed of the results of the inspections. Quality inspections scores are tracked to determine if the desired results are being obtained. Customer's requests are also tracked by using the Immediate Concern Urgent Form. A written agreed upon task schedule will be made available for each work shift. Inspections results are compared to the written task schedule.

Delivery Plan

If chosen to perform work described in this RFP we would have the Director of Specialty Services visit the location of the job to be perform and complete a job survey. This will help determine management, number of employees, chemicals/equipment, etc to be used on the particular job.

Currently we employ 150 staff total and currently use one subcontractor for high rise window cleaning only.

Quality of Equipment

All equipment used by our project technicians are checked at the beginning and end of each shift. Electrical components, electrical cords and electrical switches are reviewed also looking for any other abnormalities.

ServiceMaster Commercial Cleaning partners with local janitorial equipment supplier for all repairs and rental equipment if needed.

Employee Selection

The following steps are followed in the selection process when considering someone for employment:

Applicant completes application and questionnaire

Application and questionnaire are reviewed and interpreted

References are checked by telephone

Acceptable applicants are interviewed

During the interview, decision is made to give applicant an Assessment Questionnaire

Interview Evaluation is completed

Receive Assessment score

Complete a background check

Invite applicant to new employee training

After each step of the above process, the applicant is evaluated to determine if they should move on to the next step.

New Employee Training

Acceptable applicants are invited to [REDACTED] in the ServiceMaster Commercial Cleaning training program. The training is a combination of classroom and job site training. During the classroom training, employee expectations are reviewed and company systems are discussed. Job site training is task demonstration and review of equipment and supplies. The trainee then demonstrates task to the trainer. On day three and four of training, the trainee works on the job with a current employee. Feedback is obtained from the employee as to how the trainee completed the cleaning task.

Notice Requirements

ServiceMaster Commercial Cleaning would respond to a request for service within 4 hours and coordinate with a university official to complete requested work as soon as possible. All work will be started with 5 business days of request.

Availability

ServiceMaster Commercial Cleaning has the ability to provide these services throughout the state of Virginia. Travel expenses will apply.

Statement of Needs

ServiceMaster Commercial Cleaning has the management, staffing and equipment available to provide services requested in the RFP.

Specialty Services

ServiceMaster Commercial Cleaning has completed and has the ability to provide but not limited to the below services.

- Stripping and Waxing Floors
- Buffing/Burnishing
- Machine Cleaning of Ceramic Tile Floors
- Carpet Cleaning
- Carpet Spotting
- Cleaning appliances
- Window Washing
- Furniture Cleaning

Insurance Requirements

ServiceMaster Commercial Cleaning does carry the appropriate insurance requirements outlined in the Special Terms and Conditions Section Item 3.

Billables Commercial Rates

Stripping and Waxing Floors.....	\$45.00 per man hour
Buffing/Bunishing.....	\$35.00 per man hour
Machine Cleaning of Ceramic Tile Floors.....	\$35.00 per man hour
Carpet Cleaning.....	\$35.00 per man hour
Carpet Spotting.....	\$35.00 per man hour
Cleaning appliances.....	\$35.00 per man hour
Window Washing.....	\$35.00 per man hour
Furniture Cleaning.....	\$35.00 per man hour

*Pricing for other specialty services available upon request

Thank you again for the opportunity to submit the quote for Non-Routine/On Demand Cleaning Services of University Facilities.

Sincerely,



Adam Thompson
V.P.
ServiceMaster Clean

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods or services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

FULL LEGAL NAME (PRINT) (Company name as it appears with your Federal Taxpayer Number)		FEDERAL TAXPAYER NUMBER (ID#)	
Thompson Services Inc		[REDACTED]	
BUSINESS NAME/DBA NAME/TA NAME (If different than the Full Legal Name)		BILLING NAME (Company name as it appears on your invoice)	
ServiceMaster Commercial Cleaning		Thompson Services Inc.	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
6580 Valley Center Dr., Suite 164 Radford, VA 24141		6580 Valley Center Dr., Suite 164 Radford, VA 24141	
CONTACT NAME/TITLE (PRINT)			E-MAIL ADDRESS
Adam Thompson Director of Operations			adam@svmcommercialclean.com
TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS	
434-250-3223	N/A		N/A

I acknowledge that I have received the following addendums posted for this solicitation.

1 2 3 4 5 6 (Please check all that apply)

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, 2.2 - 3102 - 3112

YES NO

SIGNATURE AR Thyn Date: 3/11/20

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

http://procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_07012019.pdf

ADDITIONAL TERMS AND CONDITIONS

- A. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- B. AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- C. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid or proposal should be returned in a separate envelope or package and identified as follows:

From: Thompson Services Inc. 1/14/2020 3:00 pm
 Name of Bidder or Offeror Due Date Time Due

6580 Valley Center Dr. Suite 104 #0059917
 Street or Box No. Solicitation Number

Radford, VA 24141 Non-Routine / on Demand Cleaning Services
 City, State, Zip Code Solicitation Title

Name of Procurement Officer: Kim Wdng

5. **MATERIALS CONTAINING ASBESTOS:** The offeror/bidder shall not incorporate any materials into the work containing asbestos. The offeror/bidder shall not incorporate any material known by the offeror/bidder to contain a substance known to be hazardous to health when the building is occupied unless specifically approved by Virginia Tech or required by the specifications. If the offeror/bidder becomes aware that a material required by the specifications contains asbestos, it shall notify Virginia Tech immediately and shall take no further steps to acquire or install any such material.
6. **ORDERS:** Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.
7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
8. **REFERENCES:** Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION CONTACT PERSON	ADDRESS	TELEPHONE
1. <i>Wytheville Comm. College</i>	[REDACTED]	[REDACTED]
2. <i>Lung Innovations Inc.</i>	[REDACTED]	[REDACTED]
3. <i>Coalition Property Management</i>	[REDACTED]	[REDACTED]

9. **SAFETY:** The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL http://www.ehss.vt.edu/programs/contractor_safety.php. A copy of the publication may also be

Attachment 1
ServiceMaster Clean

1. **Virginia Tech Question:**

Do you have any customers outside the southwest VA area (Zone 8)? If yes, where are they located?

Contractor Answer: Yes, we recently completed a project in North East Tennessee.

2. **Virginia Tech Question:**

How do you deploy service and supervisory personnel in areas remote from your home office (beyond Zone 8)?

Contractor Answer: In remote areas we send key employees such as a Project Manager, lead technician and assistant lead technician. Depending on the area we potential have availability to partner with other ServiceMaster franchise throughout the state or county or use temp. help if needed.

3. **Virginia Tech Question:**

For purposes of interacting with HokieMart, please identify the person (name, phone number, email address, etc.) in your company that will serve as liaison for a) e-commerce, b) accounts receivable, c) emergency orders.

Contractor Answer: Adam Thompson, 434-250-3223, adam@symcommercialclean.com

4. **Virginia Tech Question:**

If awarded a contract, does ServiceMaster Clean agree to provide invoices with payment due thirty (30) days after receipt of invoice or services, whichever is later?

Contractor Answer: Yes

5. **Virginia Tech Question:**

If awarded a contract, do you agree that the initial contract period shall be five years?

Contractor Answer: Yes

6. **Virginia Tech Question:**

Upon completion of the initial contract period, does ServiceMaster Clean agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for one (1) additional five year period, under the terms of the current contract?

Contractor Answer: Yes

7. **Virginia Tech Question:**

If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal year?

Contractor Answer: Yes, with the exception of any state or federal minimum wage increases.

8. **Virginia Tech Question:**

If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI-W, All Items category for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Contractor Answer: Yes

9. **Virginia Tech Question:**

While other factors such as the methodology, quality of service and prior experience are considered during the selection process, the evaluation of price is a key element of the evaluation. With this in mind, please provide ServiceMaster Clean's most competitive price structure.

Contractor Answer: Our pricing structure must remain as was submitted in the RFP.

10. **Virginia Tech Question:**

Will ServiceMaster Clean agree to participate in the Wells One AP Control Payment System? See for details: <https://www.procurement.vt.edu/vendor/wellsone.html>

Contractor Answer: Yes

11. **Virginia Tech Question:**

Please describe your quickest turn-around time if emergency services are needed.

Contractor Answer: 2 hours

12. **Virginia Tech Question:**

If awarded a contract, will you agree to work with each user department before you begin to provide service so that issues such as service times and days and service requirements may be addressed?

Contractor Answer: Yes, we agree to work directly with each user department.

13. **Virginia Tech Question:**

Since our purchasing system requires precise and accurate information, please provide the following:

- a. Legal name of your company.
- b. Trade name (DBA) if different from legal name.
- c. Taxpayer identification Number.
- d. Company name and address to which Virginia Tech should mail purchase orders.
- e. Company name and address to which Virginia Tech should mail payments.
- f. IRS W-9 form (Request for Taxpayer Identification Number and Certification).

Contractor Answer:

*Thompson Services Inc.
ServiceMaster Commercial Cleaning
Thompson Services Inc.
6580 Valley Center Dr. , Suite 164
Radford, VA 24141*

14. **Virginia Tech Question:**

If awarded a contract, do you agree to maintain your company's active registration with Virginia's eVA system and with the Virginia Small Business & Supplier Diversity (SBSD) Program?

Contractor Answer: Yes

15. **Virginia Tech Question:**

Do you acknowledge, agree and understand that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Contractor Answer: Yes

16. **Virginia Tech Question:**

Do you acknowledge, agree, and understand that the terms and conditions of RFP# 0059917 shall govern the contract if a contract is awarded to your company?

Contractor Answer: Yes

17. **Virginia Tech Question:**
Does ServiceMaster Clean agree to adhere to contract pricing or better when billing and quoting?

Contractor Answer:

Yes.

18. **Virginia Tech Question:**
Does ServiceMaster Clean agree and understand that not adhering to contract prices or better could result in the contract being terminated and ServiceMaster Clean being back-billed for any differences?

Contractor Answer: Yes

19. **Virginia Tech Question:**

Can ServiceMaster Clean provide daily routine janitorial services?

Contractor Answer: No, fill in services would be difficult to staff but we could provide janitorial services if we had the opportunity to clean a facility on a nightly basis.