

OLD DOMINION UNIVERSITY STANDARD CONTRACT

Contract No.: **25-ODU-13-CCC**

This contract entered into by and between Triple S Facility, Inc. hereinafter called the "Contractor" and Old Dominion University, called the "University".

I. WITNESSETH that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

II. PERIOD OF PERFORMANCE:

- (1) The contract period shall commence on upon final contract acceptance and execution, as evidenced by the latest execution date on the contract signature page and will be in effect through April 30, 2026. Where contract commencement date is in conflict with final execution date, final execution date shall prevail.
- (2) Upon mutual agreement between both the Contractor and the University, this contract and subsequent period(s) of performance may be renewed for up to four (4) additional one (1) year periods.
- (3) The Contractor agrees that as part of this agreement, Contractor's response to the University's IFB #25-ODU-13-CCC, including any and all associated terms and conditions, scope of service, and related pricing for same shall remain in effect throughout any and all "periods of performance", unless otherwise modified in writing.

III. CONTRACT AGREEMENT:

The contract agreement shall consist of the following documents:

- (1) This signed form;
- (2) Contractor's "Pricing Schedule", as specified in section IX;
- (3) Any associated purchase order issued as award acceptance for specific services per project request; and,
- (4) Where this Agreement is silent, the University's original Invitation for Bid and, all associated exhibits and addenda shall control.

IV. SCOPE OF SERVICES: As required by the University, the Contractor shall provide and furnish all labor, materials, equipment, supplies, and services to provide Janitorial Services at the Village Apartments and other 'as needed' locations as determined by Facilities Management, Old Dominion University.

A. GENERAL

Resulting contract will be used for Janitorial Services at the University Village Apartments and various location as specified and as needed by Facilities Management for facilities located on and at off-site locations. Although the resulting contract may be assigned under the Contract Administrator of Facilities Management, other University departments shall have the authority to utilize any resulting contract, i.e., Auxiliary Services, Athletics, Housing Services, etc.

B. PERSONNEL QUALIFICATIONS

Personnel used for the performance of this contract shall be properly trained and qualified for work of this type. The University reserves the right to refuse or accept services from any personnel deemed by the University to be unqualified, disorderly, or otherwise unable to perform assigned work. The University requires that all contract personnel be properly attired and identifiable (badges with employee's picture and organization) and that all persons working under the contract abide by the Commonwealth of Virginia's Standard of Conduct and Performance.

Areas where the residence halls are occupied or are in use, the University will provide an escort(s) in order for the Contractor to continue with the required work. In all cases, the Contractor shall be responsible for the work activities of their employees.

C. QUALITY STANDARDS

1. **Frequency:** Frequency requirements are minimum requirements. All tasks to be performed at each bedroom apartment as specified and as needed to maintain a clean condition.
2. **General Standards:** The achievement of the desired standard of cleanliness will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Contractor will remove any visible soil which is found as a result of inspection. For purposes of definition, absence of visible soil shall be as follows:
 - a. Absence of dust on horizontal and vertical surfaces of floors, walls, and baseboards.
 - b. Absence of litter and trash on floor and horizontal surfaces.
 - c. Absence of finger marks, spots and soil build-up on walls, partitions, doors, dividers, etc.

- d. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along baseboards, around door jambs, and around furniture and equipment legs and bases.
 - e. Absence of other visible soil and cobwebs on horizontal surfaces, including ceilings.
 - f. Absence of soil, litter, debris and spots on all carpets, mats, and floors.
3. Damp Mopping: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment;
 4. Wet mopping: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use and stored properly;
 5. Spot Cleaning: Smudges, marks or spots shall be removed without causing discoloration of the surface;
 6. Dusting: Corners, crevices, and moldings shall be free of dirt, debris, and dust;
 7. Furniture Moving: When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to original positions;
 8. Contractor's Equipment: Contractor's equipment shall be stored only in areas designated by the Contract Administrator. Equipment shall be stored in a clean, orderly and safe condition;
 9. Materials and Equipment: The Contractor shall only use cleaning products and equipment approved by the University which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Contract Administrator may require the Contractor to select an alternate cleaning products and/or equipment if the use is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Cleaning products will be clearly marked for cleaning;
 10. Level of Care: Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care by Contractor employees.
 11. Inspection/Approval Process: Each room will have a 'Deep Cleaning Checklist' for the Village Apartment. The Contractor is required to have the room approved by a University representative. The University's representative will note any areas on the checklist that are not approve during the inspection period. The contractor will be responsible for reclean the noted areas (not the entire room) until the area is clean to the University's minimum requirements.
 12. Training: Training is conduct by the University mid July prior to the annual cleaning of the Village Apartments. A video/power point presentation is shown to review the acceptable requirements and quality standards by the University. Contractor's Supervisor(s) are required to attend with Contractor's staff employees highly encourage to attend as well.

D. SPECIFIC

1. ODU Village Apartment Facilities (Annual Deep Cleaning):
 - a. Building #5 – Services for both 1 & 4 Bedroom Apartments, Building #6 – Services for both 2 & 4 Bedroom apartments, of each building:
 - 1) Deep cleaning:
 - a) Clean all apartment units (approximately 55 Units)
 - b) Clean inside glass of all windows to include inside the windowsill and frames.
 - c) Clean all doors.
 - d) Wipe down all furniture; beds, desks, chairs, tables, chests, TV stands, coffee tables. All drawers shall be cleaned and empty out.
 - e) Clean out all AC closets; dust down unit, walls and flooring.
 - f) Clean all closets- wipe down all shelving.
 - g) Clean all vents and grills.
 - h) Clean all walls, remove any debris / tape.
 - i) Clean all lights. Contractor shall clean the exterior of the flush mounted ceiling lights (do not remove or clean the interior of the glass globe).
 - j) Clean all window blinds.
 - k) Clean all ceiling fans, vents, woodwork.
 - l) Clean all ledges, woodwork, and baseboards; to include thermostat and electric panels.

- m) Sweep, mop, and clean LVT Floors in bedroom, living room, and apartment halls.
- n) Kitchen:
 - (1) clean all appliances inside and out i.e. refrigerator, microwave, stove, and dishwasher; lights, walls/ceiling mounted items,
 - (2) remove stove drip pans and replace with new as furnished by the University;
 - (3) remove microwave filters and replace with new filters as furnished by the University;
 - (4) clean inside and out of all cabinets, countertops, sink;
 - (5) sweep and mop all flooring to include behind refrigerator and stove;
 - (6) Run dishwasher through wash cycle. Dishwashing tablets to be supplied by the University.
- o) Bathrooms:
 - (1) clean all vanities, toilet, tub/shower, medicine cabinet, lights, walls, wall mounted items, mirror,
 - (2) sweep/mop all flooring;
 - (3) take down all shower curtains and hooks, replace with new shower curtains as furnished by the University.
- 2) Upholstery cleaning – Wipe down all furniture including couch & chairs, including cleaning under couch & chairs. In addition, the contractor is to clean under the couch cushions.

- 2. Schedule: Contractor will be required to provide a schedule each year to the University's Contract Administrator. In 2025, the contractor shall perform all work between August 1st and August 15th. The typical working schedule shall be performed during the hours of 8:00 AM until 6:00 PM, Monday through Friday, unless otherwise approved by the Director of Facilities Management or their designee. All work performed during non-working hours shall be coordinated in advance with the University's contract administrator.
- 3. The University may request other Janitorial projects to be reviewed and quoted. Those quotes / future jobs would be handled on a time and material basis. Therefore, the hourly rates provided in the Contractor's original bid should be used for additional services as maybe required on an as needed basis. The hourly rates will be based on the pricing provided in a Village apartment building.

V. REPORTING AND DELIVERY REQUIREMENTS: UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

A. **PERIODIC PROGRESS REPORTS/INVOICES**: The Contractor shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Officer. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority businesses.

B. **FINAL ACTUAL INVOLVEMENT REPORT**: The Contractor shall submit to the Contract Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the bid, and the actual percent of the total estimated contract value.

VI. TERMS AND CONDITIONS:

A. **ADVERTISING:** Contractor agrees that during the entire term of this contract no indication of such sales or services to the University will be used in product literature or advertising.

B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The University and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 23-38.90). The Contractor shall comply with all applicable federal, state and local laws, rules and regulations and policies of the University.

C. **APPLICABLE LEGISLATION AND MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia, specifically § 23-38.90 of the Code of Virginia and its associated Rules Governing the Procurement of Goods, Services, Insurance and Construction ("the Rules") and the Purchasing Manual for Universities of Higher Education and their Contractors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at www.odu.edu/procurement under "Information for Contractors".

D. **ASSIGNMENT OF CONTRACT:** This contract shall not be assignable in whole or in part without the written consent of the University.

E. **AVAILABILITY OF FUNDS:** The University shall be bound hereunder only to the extent of the funds available or which may hereafter become available during each subsequent fiscal year and/or contract term, as applicable, and any requirement by Contractor for any total or partial compensation or payment by the University of unpaid fees, whether current of future, for lost profit and/or as liquidated damages in the event of early termination of the then current term if for other than breach by the University is prohibitive.

F. **AUDIT:** Contractor agrees that they shall 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. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

G. **CHANGES TO THE CONTRACT:** During the term of this contract, including any and all applicable extensions and/or renewals, changes may be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written contract to modify the scope of the contract.

2. The University may request and issue change orders within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the University a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or

- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the University's right to audit the Contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the University with all vouchers and records of expenses incurred and savings realized. The University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the University within thirty (30) days from the date of receipt of the written order from the University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes

Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Purchasing Manual for Universities of Higher Education and their Contractors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the University or with the performance of the contract generally.

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

At day 7 of the 15-day period, the contract needs to be 50% complete. Therefore, should the University find the Contractor falling behind in the scheduled time frame. The University may call another contractor to complete their work and hold the awarded contractor responsible for any additional cost to complete said work.

I. **DISCOUNTS:**

1. **Prompt Payment Discounts:** The University will pay within 30 days after acceptance. A prompt payment discount offered for prompt payment of (20) calendar days or longer will be calculated.

2. **Special Educational Or Promotional Discounts:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the University during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

J. **DRUG-FREE WORKPLACE:** (*the Rules §11.*)

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

K. **EMPLOYMENT DISCRIMINATION:** (*the Rules §10.*)

During the performance of this contract, the Contractor agrees to:

1. Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the above nondiscrimination clause.

2. State in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that such Contractor is an equal opportunity employer.

3. Certify all notices, advertisements and solicitations shall be placed in accordance with federal law, rule or regulation deemed sufficient for the purpose of meeting these requirements.

4. Include the provisions of foregoing paragraphs 1., 2., and 3. in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

L. **ENVIRONMENTAL LIABILITY:** Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any cleanup activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by its agents, officers, employees, subcontractors, consultants, sub consultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

M. **EXCLUSIVITY:** The University reserves the right to procure goods or services covered under this contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.

N. **FINAL INSPECTION:** At the conclusion of the work, the Contractor shall demonstrate to the authorized

University's Contract Administrator that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.

O. **GUARANTEE OF WORK:**

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance of the entire project by the University in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the University.
2. If, within the guarantee period, defects are noticed by the University which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the University rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the Contractor shall, promptly upon receipt of notice from the University, such notice being given not more than two weeks after the guarantee period expires, and without expense to the University:
 - i. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;
 - ii. Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and
 - iii. Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.
3. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the University and guarantee such restored work to the same extent as it was guaranteed under such other contract.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the University may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the term of this section during the first year of the life of such special guarantee.
6. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the contract documents. This paragraph relates only to the specific obligation of the Contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this contract.
7. In the event the work of the Contractor is to be modified by another Contractor, either before or after the final inspection, the first Contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the Contractor modifying its work. Both the first Contractor and the Contractor making the modifications shall each be responsible solely for the work done by each. The Contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which he is modifying. If any Contractor shall claim that another Contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the Contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other Contractor. Any Contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the Contractor whose work he is modifying.

P. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the University or to failure of the University to use the materials, goods, or

equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Q. PAYMENT PROVISIONS:

1. By the University:

a. Prompt Payment: (the Rules §42.)

i. The University shall promptly pay for the completely delivered goods or services by the required payment date.

ii. Payment shall be deemed to have been made when offset proceedings have been instituted, as authorized under the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia.

iii. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial deliveries or executions to the extent that such contract provides for separate payment for such partial delivery or execution.

b. Defect Or Impropriety In The Invoice Or Goods And/Or Services Received: (the Rules §43.)

In instances where there is a defect or impropriety in an invoice or in the goods or services received, the University shall notify the Contractor of the defect or impropriety, if the defect or impropriety would prevent payment by the payment date. The notice shall be sent within 15 days after receipt of the invoice or the goods or services.

c. Date Of Postmark Deemed To Be Date Payment Is Made: (the Rules §44.)

In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made for purposes of these Rules.

d. Interest Penalty; Exceptions: (the Rules §44.)

i. Interest shall accrue, at the rate determined pursuant to subsection ii., on all amounts owed by the University to a Contractor that remain unpaid after seven days following the payment date. However, nothing in this section shall affect any contract providing for a different rate of interest, or for the payment of interest in a different manner.

ii. The rate of interest charged the University pursuant to subsection i. shall be the base rate on corporate loans (prime rate) at large United States money center commercial banks as reported daily in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates shall be used. However, in no event shall the rate of interest charged exceed the rate of interest established pursuant to § 58.1-1812 of the Code of Virginia.

iii. Notwithstanding subsection i., no interest penalty shall be charged when payment is delayed because of disagreement between the University and a Contractor regarding the quantity, quality or time of delivery of goods or services or the accuracy of any invoice received for the goods or services. The exception from the interest penalty provided by this subsection shall apply only to that portion of a delayed payment that is actually the subject of the disagreement and shall apply only for the duration of the disagreement.

iv. This section shall not apply to retainage on construction contracts that provides for progress payments, during the period of time prior to the date the final payment is due. Nothing contained herein shall prevent a Contractor from receiving interest on such funds under an approved escrow agreement.

v. Notwithstanding subsection i., no interest penalty shall be paid to any debtor on any payment, or portion thereof, withheld pursuant to the Comptroller's Debt Setoff Program, as authorized by the Virginia Debt Collection Act (§ 2.2-4800 et seq.) of the Code of Virginia, commencing with the date the payment is withheld. If, as a result of an error, a payment or portion thereof is withheld, and it is determined that at the time of setoff no debt was owed to the Commonwealth, then interest shall accrue at the rate determined pursuant to subsection 2. on amounts withheld that remains unpaid after seven days following the payment date.

2. To Contractor:

Under this contract, Contractor is hereby obligated:

i. To submit all invoices for goods/services ordered, delivered and accepted directly to:

- a) Old Dominion University
Finance Office
Accounts Payable
Rollins Hall, Room 2005
Norfolk, Virginia 23529; or
- b) invoice@odu.edu

ii. All invoices shall include:

- a) Contractor Name, 'Remit To' Address, FEIN, or Social Security Number (Individual Contractor);
- b) Invoice Number, Invoice Date, Payment Terms and Discounts, and Payment Due Date;
- c) Purchase Order Number;
- d) University Contact;

- e) Description of provided goods/services;
- f) Quantity Delivered per line item;
- g) Unit and Extended Cost per line item; and
- h) Total Amount Due

iii. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

iv. All goods or services provided shall be billed by the Contractor at the agreed to contract price.

v. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the University shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the University of its prompt payment obligations with respect to those charges which are not in dispute.

vi. When applicable, Contractor shall deliver to the University, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the University, or other appropriate penalties may be assessed in lieu of withholding such payment.

3. To Subcontractors: **(the Rules §45.)**

Under this contract, Contractor shall be obligated:

- i. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the University for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- ii. To notify the University and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- iii. To pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the University, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the University.

R. **SEVERABILITY:** The provisions of this contract shall be deemed to be severable, and should any or more of such provisions be declared or adjudged to be invalid or unenforceable, the remaining provisions shall be unaffected thereby and shall remain in full force and effect.

S. **TERMINATION WITH CAUSE:**

- 1. In the event that the Contractor shall for any reason or through any cause be in default of the terms of the contract, the University may give the Contractor written notice of such default by certified mail/return receipt requested.
- 2. Prior to termination of the contract, the University shall give the Contractor and its surety ten (10) calendar day's written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the University within said ten (10) days, the University may rescind the notice of termination. If Contractor does not, the termination for cause shall become effective at the end of the ten-day (10) notice period.

3. In the alternative, the University may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the University finds acceptable. If at any time more than ten (10) days after the notice of termination, the University determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the University may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

4. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia

or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

5. Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the University any work in process for which payment has been made.

6. The University shall take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method it may deem expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the University, together with any other expenses of terminating the contract and having it completed by others.

7. In the event of violations of law, safety or health standards and regulations, the contract may be immediately cancelled and terminated by the University and provisions herein with respect to opportunity to cure default shall not be applicable.

T. TERMINATION BY UNIVERSITY FOR CONVENIENCE:

1. The University may terminate any resulting contract at any time for convenience, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and materials that the University elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as University may require to assign to the University the Contractor's interest in all subcontracts and purchase orders designated by University. After all such steps have been taken to University's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- i. All amounts due for work performed subsequent to the latest Request for Payment through the date of termination;
- ii. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination;
- iii. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence; and
- iv. Upon payment of the forgoing, University shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the University terminate the obligations of the Contractor's surety on its payment and performance bonds.

U. TESTING AND INSPECTION: The University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

V. WAIVER: No failure of the University to exercise any right or power given to it by law or by any resulting contract, or to insist upon strict compliance by Contractor with any of the provisions of any resulting contract, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of the University's right to demand strict compliance with the terms of any resulting contract.

VII. SPECIAL TERMS AND CONDITIONS:

A. ACCESS TO WORK: The University, the University's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access to the work at all times. The Contractor shall provide proper facilities for access and inspection.

B. AUTHORIZED CONTRACT PARTICIPATION: In accordance with the University's Rules Governing Procurement of Goods, Services, Insurance and Construction ("Rules Document"), specifically §6, Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational University's, or the University's affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by the Contractor(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), any resultant contract(s) may be extended to the entities as indicated above to purchase at contract prices in accordance with contract terms and conditions. The Contractor(s) shall notify the University in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor(s) will provide semi-annual usage reports for all entities accessing the contract(s). Participating entities shall place their own orders directly with the Contractor(s), and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from the University. The University 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(s) to extend participation and use of the contract(s). It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract(s) no matter the circumstances.

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

C. **AVAILABILITY OF MATERIALS:** If material specified is not available on the present market, alternate materials may be proposed by the Contractor for approval by the University.

D. **BONDS AND SECURITY:**

1. Bonds:

a) Fidelity:

Contractor shall maintain a blanket fidelity bond obtained from an insurance company licensed to conduct fidelity business in the home state of the Contractor and which has earned an A.M. Best Company, Inc. rating of "A" or better, as reflected in their most current publication, covering all personnel under contract to the University, with a penalty amount of not less than \$50,000.00, and naming the University as co-obligee. Certificate of such protection must be presented to the University prior to the start of the service showing name of surety, limit and type of coverage, term of coverage, co-obligee provision and name and address of licensed Virginia insurance agent. The bond shall be for one (1) year period with renewal clauses that coincide with any resulting contract. The Contractor agrees to maintain such bond until one year after the completion of the contract.

2. Alternative Forms Of Security: (the Rules §30.)

a) In lieu of a bond as required above, an Bidder may furnish a certified check or cash escrow in the face amount required for the bond.

b) If approved by the University's General Counsel or his equivalent, a Bidder may furnish to the University a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the associated bond(s). Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the University equivalent to a corporate surety's bond.

E. **CONTRACT AND RENEWAL TERM:**

1. The initial term of any resulting contract shall be for a one (1) year period, commencing from the date of acceptance and expiring on **April 30, 2026**;

2. Any resulting contract may be renewed by the University for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 2.a. and 2.b. below. Cost considerations may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If the University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract by the lesser of (1) the percentage increase/decrease of the Consumer Price Index (CPI) for All Urban Wage Earner and Clerical Workers (CPI-W), All U.S. Items, for base period 1982-84=100, for the previous twelve (12) month period, or (2) not to exceed 5%.

b. If during any subsequent renewal periods, the University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period by the lesser of (1) the percentage increase/decrease of the "other services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or (2) 5%.

F. **COMPANY PERSONNEL STANDARDS:**

1. Contractor shall provide trained personnel who shall be qualified to properly maintain/perform/test for services specified herein. If any of the Contractor's personnel are not satisfactory in the performance of services to be furnished hereunder in a proper manner and satisfactory to the University, the Contractor shall remove any such personnel and replace them with satisfactory personnel.

2. Contractor shall use all reasonable care, consistent with its rights to manage and control its operations, not to employ any persons or use any labor or have any equipment or permit any condition to exist which shall or may cause or be conducive to pose any liability to the general

public as well as any activity to be construed as a nuisance. The University retains the right to require the Contractor to halt all work activities until such conditions are resolved.

G. **DELIVERY AND STORAGE:** It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The University will not assume any responsibility for receiving these shipments. Contractor shall check with the University and make necessary arrangements for security and storage space in the building during installation.

H. **E-VERIFY REQUIREMENT OF ANY CONTRACTOR:** Pursuant to Code of Virginia, § 2.2-4308.2, any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with the University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such contract. Any such employer who fails to comply with these provisions may be debarred from contracting with the University and any agency of the Commonwealth for a period up to one year. Such debarment may cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

I. **INSPECTION OF JOB SITE:** Contractor certifies that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.

I. **INSURANCE:** By signing this contract the Contractor certifies it will have the following insurance coverage at the time the contract is awarded and through the term of each contract renewal period. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The University must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

J. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Bidder, by submitting his bid, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

K. **MATERIAL SAFETY DATA SHEETS (MSDS):** Contractor shall provide at any time during the performance of this agreement, provide to the University appropriate MSDS for each chemical and/or compound ordered / being used for the services of this contract. Failure on the part of the Contractor to provide such data sheets upon request by the University may be cause for declaring the Contractor in default of the terms and condition of the agreement.

L. **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.

M. **PRODUCT SUBSTITUTION:** During the term of any resulting contract, the Contractor is not authorized to substitute any item for that product identified in this contract without the prior written consent of the contracting officer, or their designee.

N. **PROTECTION OF PERSONS AND PROPERTY:**

1. The Contractor expressly undertakes, both directly and through its subcontractor(s), to take every precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the work.

2. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this contract.

4. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the University's property from injury or loss arising in connection with this contract. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the University, and shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by the University. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of persons and property.

5. In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the University, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the University, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided by paragraph G., of the General Terms and Conditions.

O. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

P. SUPERINTENDENCE BY CONTRACTOR:

1. The Contractor shall have a competent foreman or superintendent, satisfactory to the University, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures for coordinating all portions of the work under the contract except where otherwise specified in the contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the University, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

2. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the University or the University's separate Contractors and their subcontractors.

3. The University may, in writing, require the Contractor to remove from the work any employee the University deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

Q. USE OF PREMISES AND REMOVAL OF DEBRIS:

1. The Contractor shall:

a. Perform his contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any Contractor;

b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractor; and

c. Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.

2. The Contractor expressly undertakes, either directly or through his subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

3. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the University. The Contractor shall give ample advance notice of the need for cut offs which will be scheduled at the convenience of the University.

R. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense.

S. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): For other work outside of the awarded project, will be handed as a time and material contract, the Contractor shall furnish University with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at Contractor's actual invoice costs (Contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If University determines that the estimated price is not fair and reasonable, the University has the right to ask the Contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the University reserves the right to obtain additional quotes from other Contractors. A separate purchase order may be issued to the Contractor, as the authority to proceed with the work, which will incorporate the Contractor's estimate and the terms and conditions of the contract. The Contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

VIII. PAYMENT METHOD:

- A. The University shall issue eVA 'Direct Orders' for required performance and delivery against any resulting contract.
- B. The Contractor shall be paid when (i) requested work is completed, (ii) the requested work is approved and accepted by the University, and (iii) Contractor has submitted to the Office of Finance/Accounts Payable a proper invoice for the approved, accepted and completed work.
- C. The Contractor shall not receive payment for work found by the University to be unsatisfactory, or performed in violation of federal, state, or local laws, codes, ordinances, rules or regulations.
- D. Progress Payments:
If requested in writing by the Contractor and approved in writing by the University, progress payments may be made under the following circumstances:
1. When total contract cost for all materials and services exceed \$25,000;
 2. When project completion time is anticipated to exceed sixty (60) days;
 3. Payments will only be made for:
 - a) Purchased materials and/or equipment related to the project that has been delivered on site and/or stored off-site;
 - b) Those same materials and/or equipment that has a total value of at least 10% of the project cost, not to exceed 75%; and
 - c) Materials and/or equipment that have satisfied i. and ii. above, and that have all proper invoicing and required documentation, as approved by the University's Contract Administrator or appropriate Project Manager.
 - d) Regardless of completion time frame and/or amount of expense outlay incurred by the Contractor, shall not be paid more than once every 30 days.

Note: It shall be the responsibility of the selected Contractor to safeguard those materials and/or equipment that have been "prepaid" by the University, and shall also certify at the completion of the project that same was either (i) used during the performance and completion of the project, or (ii) turned over as property to the University.

- E. Charge Cards Payments:
1. In an effort to increase administrative efficiency and streamline the invoice and payment process, the University may elect to process those contracted goods/services less than \$5,000, as applicable, via use of the University's Small Purchase Charge Card ("PCARD").
 2. In those instances deemed to be in "its best interest", the University may elect to process transactions via its 'Gold' PCARD, not to exceed transactions up to \$50,000 per order, or monthly transactions up to \$250,000 accumulative, unless otherwise approved and/or stipulated.

IX. PRICING SCHEDULE:

Pricing Schedule:						
- Pricing at the Village Apartments is structured as a firm fixed unit price per the services levels as detailed in section IV, Scope of Services all parties have agreed that the unit price shall remain firm regardless of the number of people required to complete the project within the scheduled time frame.						
Item	Bedrooms	Section Ref.	Services	Apartments / Hallways	Unit Price	Total
Lot #3						
Village Apartments – Building #5						
1	4 BR	IV.D.1.a.1)	Deep Cleaning	24	\$210.00	\$5,040.00
		IV.D.1.a.2)	Upholstery cleaning – Steam cleaning / extraction of all furniture including couch & chairs	24	\$50.00	\$1,200.00
2	1 BR	IV.D.1.a.1)	Deep Cleaning	2	\$65.00	\$130.00
		IV.D.1.a.2)	Upholstery cleaning – Steam cleaning / extraction of all furniture including couch & chairs	2	\$30.00	\$60.00
SUB TOTAL BUILDING #5:						\$6,430.00
Village Apartments – Building #6						
1	4 BR	IV.D.1.a.1)	Deep Cleaning	18	\$210.00	\$3,780.00
		IV.D.1.a.2)	Upholstery cleaning – Steam cleaning / extraction of all furniture including couch & chairs	18	\$50.00	\$900.00
2	2 BR	IV.D.1.a.1)	Deep Cleaning	12	\$135.00	\$1,620.00
		IV.D.1.a.2)	Upholstery cleaning – Steam cleaning / extraction of all furniture including couch & chairs	12	\$35.00	\$420.00
SUB TOTAL BUILDING #6:						\$6,720.00
NET TOTAL for LOT #3 (Building #5 & #6):						\$13,150.00

Additional Pricing Rates:

Time and Material Project:

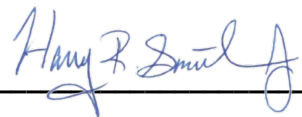
- Janitorial projects on an as needed basis outside the University Village Apartment Project;
- Hourly rates includes profit and overhead.

Item	Quantity	Unit	Personnel Type	Hourly Rates
Hourly Rates - Normal Hours				
1	1	Hour	Supervisor	\$27.00
2	1	Hour	Project Manager	\$35.00
3	1	Hour	Housekeeping/Custodial	\$24.00
Hourly Rates - Afterhours / Holidays / Weekends Hours				
1	1	Hour	Supervisor	\$30.00
2	1	Hour	Project Manager	\$45.00
3	1	Hour	Housekeeping/Custodial	\$27.00
Name of Firm: <u>Triple S Facility Services, Inc.</u>				
Point of Contact: <u>Jovan Heal</u>				
Phone Number: <u>757-512-6430</u>				
e-mail: <u>jneal@tji21holdings.com</u>				

IN WITNESS WHEREOF, the University has caused this contract to be duly executed intending to be bound thereby.

UNIVERSITY: Old Dominion University

Date: April 30, 2025

By: 

Title: **Asst. Director, Procurement Services**