



## Standard Contract

### CONTRACT NO. 26-ODU-15-CCC

This contract entered into by and between **Kellermeyer Bergensons Services, LLC (KBS)** hereinafter called the "CONTRACTOR", and **Old Dominion University**, hereinafter called the "University".

WHEREAS the CONTRACTOR was selected by the University to enter into an agreement for Custodial Services at the VHS Medical Campus.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein contained, the CONTRACTOR and University agree as follows:

#### **I. PERIOD OF PERFORMANCE:**

1. The contract shall commence on July 1, 2026 and will be in effect through June 30, 2027, unless earlier cancellation/termination with (30) days written notice;
2. Upon mutual consent, Contractor and University shall reserve the right to renew this agreement annually for up to four (4) additional one-year periods; and
3. Any necessary amendments or modifications to the terms and conditions of said agreement shall be in writing as a modification to this agreement, and enforceable as though written herein.

#### **II. ENTIRE CONTRACT AGREEMENT:**

The following documents, by inclusive and/or reference, shall constitute the *Contract Documents* for this Agreement, in order of precedence as follows:

- a. This fully executed agreement;
- b. The Request for Proposals #26-ODU-15-CCC dated October 14, 2025, Addendum 1 dated October 23, 2025, Addendum #2 dated November 10, 2025, Addendum #3 dated November 11, 2025;
- c. The Contractor's proposal response dated November 24, 2025 specifically response to Section IV., Statement of Needs, V. Reporting and Delivery Requirements, and XI., Fees and Pricing of the RFP, the revised pricing dated February 6, 2026, and the price clarification dated February 11, 2026.

#### **III.**

**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 contracts to allow any public body, public or private health or educational institutions, or **Old Dominion 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 **Old Dominion 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 **Old Dominion University**. **Old Dominion 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 **Old Dominion 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.

#### IV.

##### CONTRACT AND RENEWAL TERM:

1. The initial term of the contract shall commence on July 1, 2026 and expire June 30, 2027;
2. The 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 2a. 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 **after the initial term**, the contract price(s) for the additional one year shall not exceed the contract price(s) of the initial contract term 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 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%.

#### V.

##### SCOPE OF WORK

##### 1. General Requirement:

The Contractor will provide complete janitorial services for Customer for its premises listed in Exhibit C. Housekeeping services include cleaning of the building facilities (clinics, public & private restrooms, educational facilities, student & staff gyms, lounges, break rooms, kitchenettes, public lobbies & corridors), conference and event set ups (remove existing and set up banquet furniture & reset all afterwards), regular and recyclable trash removal from interiors and lawns, furnishing expendable supplies, essential personnel status, and emergency response (i.e., water remediation, snow/ice removal at building entrances, inclement weather response, etc.). All restrooms, clinics, gyms, locker rooms, and high touch items must be disinfected as indicated on cleaning schedule attached. Respond to Pandemic and Infectious Disease spread events with possible long term, though temporary, infection control staff as needed. The Contractor will provide janitorial services and frequencies as listed on Exhibits C & D. Please note, there is weekend work which will be required as outlined in Exhibit C & D. Besides cleaning of facilities as indicated in Exhibit D, the contractor is responsible for Event setups throughout VHS facilities. The estimated number of events is 500 per year ranging from minor setups (i.e.

add a banquet table/chairs to existing venue setting or reconfigure classroom furniture) to large receptions that include removing venue furniture and resetting venue with banquet furniture. An Event setup includes cleaning venue before/after the event and resetting venue furnishing in its original configuration. Events may occur after business hours and on weekends. The contractor will be required for these setups.

## **2. Specific Requirements:**

Contractor will also provide:

- A. Operations Plan and Policies:
  - 1) Provide quality control procedures;
  - 2) Provide infection control procedures;
  - 3) Contractor will be accountable for service problems and failures;
  - 4) Provide emergency cleaning procedures;
  - 5) Include training plans and procedures that will be implemented at Virginia Health Sciences;
  - 6) List grades, qualities, and brand name of chemicals that would be used at Virginia Health Sciences. Provide evidence of a green cleaning program and your plan to implement this plan at Virginia Health Sciences;
  - 7) Provide security plans and procedures including your company's background check procedure on all personnel;
  - 8) Provide description of uniforms to be worn by contract personnel;
  - 9) Provide list of equipment & quantities to be used at VHS facilities;
  - 10) Provide contractors recurring inspection plan.
- B. Expendable Supplies:
  - 1) Contractor will furnish all supplies to include but not limited to: paper towels, toilet tissue, soap, trash bags, toilet seat covers, deodorizers for restrooms, classrooms, clinics, kitchens, lounges and labs;
  - 2) Contractor will supply all cleaning chemicals, chemical proportions, dispensers, bottles & labels, including tiled floor and carpet cleaning/maintenance products. Contractor must use zinc free floor products. Contractor will supply all equipment needed for the Housekeeping staff to do their jobs, such as mops, trash carts, mop buckets, cleaning cloths, PPE, etc.;
  - 3) Contractor will furnish product dispensers;
  - 4) Contractor will be responsible for supplying and refilling wall-mounted clinical & public area hand sanitizer dispensers;
  - 5) Contractor will be responsible for having all supplies shipped to each building and will be responsible for receiving, breaking down, transporting, and storing of all supplies;
- C. Level of Cleanliness:

**APPA Level 2** minimum will be required. It will be the responsibility of the contractor to provide housekeeping services in keeping with the high standards of an educational and clinical institution from the perspectives of infection control, public relations and protection of the physical facility.

Therefore, this contract is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included in Exhibit D.

D.

Facilities:

Detailed information on building floor plans and square footage has been furnished to the contractor in Exhibit C. It shall be the responsibility of the contractor to verify measurements as deemed applicable for coverage and service for the facilities as listed in the contract.

E.

Personnel:

- 1) All matters pertaining to recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.
- 2) Only those personnel who have been properly trained shall be assigned duties under this contract.
- 3) All personnel shall be dressed in uniforms in a manner authorized by the contractor and approved by Virginia Health Sciences. The personnel shall be neat and clean in appearance. Uniforms and picture identification badges shall be worn which fully identify the worker as a member of the contractor's work force.
- 4) All employees must undergo and pass a thorough background screening and check prior to employment with contractor. Contractor must perform both social security verification and criminal history screenings. Fingerprint background checks are required in applicable states.
- 5) All personnel must receive annual Bloodborne Pathogen training supplied by the Contractor. Contractor is responsible for any vaccinations required under the Bloodborne Pathogens regulation. An annual check list of contract personnel and their Bloodborne Pathogen training completion dates and vaccines will be supplied to VHS.
- 6) No employee who has a felony police record may be assigned duties under this contract. Contractor shall be responsible for the submission of police clearance record within 24 hours upon request.
- 7) Contractor will pay at least the minimum wage rate. Contractor will pay all taxes pertaining to its employees as required by law.
- 8) All employees will be bonded in the amount of **\$50,000 (3rd Party Fidelity Bond)**.
- 9) Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the work force upon written request of the authorized Virginia Health Sciences representative.
- 10) No part of this contract may be subcontracted to any other service provider without the express written consent of the University.
- 11) Contractor will be responsible for each employee's campus parking fee (currently \$63.00/month) if needed. It shall be the contractor's responsibility to factor all parking needs into their contract and attain those passes accordingly. Contractor shall contact

Transportation and Parking Services (TPS) office at 757-683-4004 regarding any questions and to obtain the required 'Contractor parking pass'.

- 12) Before being hired by contractor potential employees must undergo background screening spanning the applicant's adulthood, no employee who has a felony police record may be assigned duties under this contract. Sexual offenders are automatic exclusions from this contract. Contract personnel will be considered essential personnel and will be required to respond to emergency situations (i.e., water remediation, inclement weather conditions, etc.).

F. Office Space, Storage Space and Utilities:

Virginia Health Sciences will provide a small, securable office space, limited securable storage space and utilities (including phone-line access) for contractor's on-site operations.

G. Safety:

The contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees, and the College's students, staff and faculty as mandated by OSHA. The Contractor will provide annual Blood-borne Pathogens training.

The contractor will be responsible for ensuring that employees are trained and follow all applicable VHS compliance standards.

H. Security:

The contractor shall be responsible for training employees in security requirements of Virginia Health Sciences and shall be responsible for the enforcement of the same:

- 1) The Contractor shall be responsible for safeguarding against loss, theft, or damage of all Virginia Health Sciences property, materials, equipment and accessories which might be exposed to the Contractor's personnel.
- 2) Guns, knives or other dangerous weapons shall not be allowed on campus.
- 3) Alcohol and drugs are prohibited on the campus.
- 4) Keys should be properly handled to maintain property security and safety. Additionally, contractor shall be fully responsible for the replacement of any keys that are lost. Please outline your procedures for key control on campus.

I. Supervision:

Supervision is required at all times when work is performed in campus buildings. A supervisor must be dedicated to both day and night housekeeping operations and should be included in your staffing plan.

J. Damage:

Contractor shall be responsible for the repair or replacement cost to the satisfaction of Virginia Health Sciences' representative of any damage to the facility caused by any employee of the contractor.

K. Equipment and Supplies/Materials:

- 1) The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the contractor's responsibility. The initial equipment proposed for Virginia Health Sciences must be all new and wholly owned by the contractor. No propane fueled equipment permitted. Besides equipment needed for successful execution of this contract, the contractor will also be expected to keep on hand a minimum of 8 carpet fans and (3) 15 gallon wet/dry vacuums with pump out hose feature for response to possible building emergencies & water leaks.
- 2) Virginia Health Sciences will provide locked storage spaces, but it shall not be responsible for losses, which may be incurred due to theft and/or vandalism.
- 3) All equipment shall be maintained properly, and kept in clean condition. Contractor will supply an equipment cleaning & preventative maintenance plan. Contractor will supply an equipment replacement plan. A listing of all chemicals and equipment which will be used by the contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized by Virginia Health Sciences.
- 4) All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes.
- 5) The contractor must furnish all needed safety equipment, personal protective equipment and protective devices necessary for the safety of all Contractor employees, Building occupants and property of Virginia Health Sciences.
- 6) The contractor will provide automatic wall-mounted air fresheners, batteries and aerosol spray in public restrooms, clinics where requested, building elevator lobbies, gyms and locker rooms.
- 7) The contractor will provide a vehicle or vehicles sufficient for the transportation of equipment & supplies to the various buildings. The contractor will be responsible for maintaining, fueling and keeping in good repair & cleanliness.

L. Emergencies:

All emergency conditions shall be promptly reported to the authorized representative of Virginia Health Sciences. An hourly cost for emergency services occurring after regular work hours should be included in your pricing.

M. Contract Manager:

The contract manager shall be a key member of the Contractor's team. This person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. This individual must be dedicated solely to Virginia Health Sciences and shall not be shared with any other entity. The Contract Manager dedicated to Virginia Health Sciences shall be the main contact person for routine daily matters:

- 1) Contract Manager to have bachelor's degree or equivalent professional experience;
  - 2) 10 yrs. experience in custodial operations, 5yrs in a supervisor role;
  - 3) 5 yrs. experience in medical care or medical education EVS.
- An Assistant Contract Manager will also be assigned to this contract:
- 1) Asst. Manager to have bachelor's degree or equivalent professional experience

- 2) 5 yrs experience in a supervisory role.  
A Manager must be available to VHS 24/7. Virginia Health Sciences reserves the right to refuse or accept services from any personnel deemed by the VHS to be unqualified, disorderly, or otherwise unable to perform assigned work.

N. Scheduling Housekeeping:

All housekeeping shall be done with a minimum of disruption to normal school functions.

O. Invoicing / Reporting:

A monthly report will be due on the last day of each month for the contractor to address at a minimum the following information. This report will be sent to the University's Contract Administrator representative, and any other designated representative.

- 1) What did Contractor do during this reporting period?
- 2) What will the Contractor do during the next reporting period?
- 3) How is the Contractor doing on costs?
- 4) How is the Contractor doing on frequencies and schedules?
- 5) How is the Contractor doing on quality?
- 6) Any issues with specific clients (various departments/practice managers)?
- 7) Any issues with service provider?
- 8) Any issues service provider may have with VHS leadership?
- 9) Daily check list report indicating completion of duties on Exhibit D.
- 10) Contractor must be able to supply a report by building & date as requested. VHS shall approve the format.

**VI.**

**REPORTING AND DELIVERY REQUIREMENTS**

UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES: The following reports shall be submitted as indicated:

1. 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.
2. 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.

**VII.**

**FEES AND PRICING**

All pricing shall be in accordance with the Contractor's established prices as detailed in Exhibit C. Any work outside of Exhibit C, the University will then use the listed hourly rates for additional services and emergency situations as they arise.

#### VIII. COMPENSATION AND METHOD OF PAYMENT:

1. In most cases, the University shall issue eVA 'Direct Orders' for required performance and delivery against any resulting contract.
2. 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.
3. 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.
4. 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:
  - A. When total contract cost for all materials and services exceed \$25,000;
  - B. When project completion time is anticipated to exceed sixty (60) days;
  - C. Payments will only be made for:
    - 1) Purchased materials and/or equipment related to the project that has been delivered on site and/or stored off-site;
    - 2) Those same materials and/or equipment that has a total value of at least 10% of the project cost, not to exceed 75%; and
    - 3) 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.
    - 4) 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.*

5. Charge Cards Payments:
  - A. 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").
  - B. 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.

VIII. **GENERAL TERMS AND CONDITIONS:** This contract and any resulting purchase order(s) shall be governed by the attached General Terms and Conditions. See Exhibit A.

IX. **SPECIAL TERMS AND CONDITIONS:** This contract and any resulting purchase order shall be governed by the attached Special Terms and Conditions. See Exhibit B.

**CONTRACTOR:**  
Kellermeyer Bergensons Services, LLC  
(KBS)

By: Melissa Purcell

Name: Melissa Purcell

Title: EVP Strategic Accounts

Date: 4/26/2026

**UNIVERSITY:**  
Old Dominion University

By: 

Name: Chad A. Reed

Title: VP for Finance and Chief Financial Officer

Date: 5/3/26

EXHIBIT A

OLD DOMINION UNIVERSITY  
GENERAL TERMS AND CONDITIONS

- A. **ADVERTISING:** Contractor agrees that that no indication of such sales or services to the University will be used in product literature or advertising during the contract term of any contract award for supplies, equipment, or services resulting from this proposal.
- B. **ADDITIONAL GOODS AND SERVICES:** The University reserves the right to have the Contractor provide additional goods and/or services that may be required by the University during the Term of this contract. Any such goods and/or services will be provided under the same terms and conditions of this contract. Such additional goods and services may include other products, components, accessories, subsystems or services provided by the Contractor. These additional goods and services will be provided to the University at Favored Customer pricing.
- C. **ANITRUST:** By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **APPLICABLE LAWS AND COURTS:** This contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this contract shall be brought in the state or federal courts located in Norfolk, Virginia. To the extent any provision of the Agreement is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to the University's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- E. **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](http://www.odu.edu/procurement) under "Laws, Policies & Procedures".
- F. **ARBITRATION:** Neither Party shall be compelled to agree to any form of binding alternative dispute resolution, but may request and/or opt to participate in non-binding alternative dispute resolution in its sole discretion.
- G. **ASSIGNMENT OF CONTRACT:** This contract shall not be assignable in whole or in part without the written consent of the University.

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H. 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 or 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.

I. AUDIT: Contractor agrees that they shall retain all books, records, and other documents relative to any resulting 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.

J. BACKGROUND CHECKS: Contractor is responsible for conducting criminal background checks for any and all personnel proposed to work on the University's campus and must provide copies of same to the University's Contract Administrator. If Contractors employees and agents will be on the ODU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to ODU confidential or proprietary information, or data about ODU personnel or students, have passed a criminal background check pursuant to the *Virginia Code § 2.2-1201.1*. Criminal background checks shall comply with the standards set forth in University Policy 6021 found at:

<https://www.odu.edu/about/policiesandprocedures/university/6000/6021>

K. CHANGES TO THE CONTRACT: During the term of the 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 agreement 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:
  1. By mutual agreement between the parties in writing; or
  2. 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
  3. 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

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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.

L. CONFLICT OF INTERESTS: The Contractor attests represents to the University that its entering into this Contract with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq of the Code of Virginia (Virginia Code), the Virginia Ethics In Public Contracting Act (Virginia Code § 2.2-4367 et seq), the Virginia Governmental Frauds Act (Virginia Code § 18.2-498.1 et seq) or any other applicable law or regulation. Should circumstances change, the Contractor will notify the University of any potential conflict of interests prohibited under law.

M. CONTRACTUAL CLAIMS PROCEDURE: The Rules § 53 requires Contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

1. The Contractor must provide the written claim to:  
Assistant Director of Procurement  
Old Dominion University  
4401 Powhatan Ave  
Norfolk, VA 23529
2. Although Contractor may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section 1 above, Contract must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement if it wishes to pursue its claim.
3. Upon receiving the written claim, the Assistant Director of Procurement will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Contractor. If such discussion is to be held, the Assistant Director of Procurement will contact Contractor and arrange such discussion. The manner of conducting such discussion will be as Assistant Director of Purchasing and Contractor mutually agree.

EXHIBIT A

4. The Assistant Director of Purchasing will mail his or her decision to Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.
5. Contractor may appeal the decision to:  
Executive Director of Strategic Sourcing and Payment Solutions  
Old Dominion University  
4401 Powhatan Ave  
Norfolk, VA 23529
6. Upon receiving the written appeal, the Executive Director of Strategic Sourcing and Payment Solutions will review the written materials relating to the claim and decide whether to discuss the merits of the claim with Contractor. If such discussion is to be held, the Executive Director and Assistant Director will contact Contractor and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Assistant Director and Contractor mutually agree.
7. The Executive Director of Strategic Sourcing and Payment Solutions will mail his or her decision to Firm within 60 days after the receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

Nothing in this procedure will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this contract. Contractor may not, however, file such claim unless and until it has complied fully with the procedure set forth in this provision.

- N. 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.

O. 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 in determining net low proposal.
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.

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

During the performance of the 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)

## EXHIBIT A

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 whom 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.

### Q. EMPLOYMENT DISCRIMINATION: (the Rules §10.)

During the performance of the contract, the Contractor agrees that:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter.
3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
4. The contractor shall include the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

- R. 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

## EXHIBIT A

any resulting Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

- S. 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 Old Dominion 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 Old Dominion 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.
- T. EXCLUSIVITY: The University reserves the right to procure goods or services covered under the contract from a third party when, in the University's sole discretion, it is deemed to be in the University's best interest.
- U. EXTRA CHARGES NOT ALLOWED: The contract price shall reflect all fees to be incurred for the performance of the contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the contract shall only be paid if approved by the University prior to incurring such fees.
- V. FAVORED CUSTOMER: Firm represents that the prices, terms, warranties, and benefits are comparable to or better than the equivalent terms being offered by the Firm to any present customer.
- W. FORCE MAJEURE: Neither party will be deemed in default or otherwise liable hereunder due to its inability to perform by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, governmental restrictions, act of public enemy, embargo, war, act of God, or any municipal, county, state, national or international ordinance or law or any executive, administrative, judicial or similar order, including orders from any governing body (which order is not the result of any act or omission to act which would constitute a default under this Agreement), or any failure or delay of any transportation, power, or other essential thing required, or similar causes beyond the Party's control. Any delay in performance will be no greater than the event of force majeure causing the delay. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- X. GRAMM-LEACH-BLILEY ACT: If applicable, the Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized

## EXHIBIT A

release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit, and tax information.

### Y. 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 owner 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 owner.
2. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner 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 owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:
3. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein:
  1. 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
  2. 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 owner 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.

## EXHIBIT A

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.

Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University,, the Commonwealth of Virginia, and their officers, agents, and employees from any claims, damages, liability, injury, expense of loss, including defense costs and attorney's fees, arising from Contractors negligence under this contract Accordingly, ODU shall promptly notify Contractor of any claim or action brought against ODU in connection with this Contract. Upon such notification, and at the request and direction of ODU and/or the Office of the Attorney General, Firm will immediately defend any such claim or action pursuant to the provisions and requirements of Virginia Code § 2.2-514.

AA. **INDEPENDENT CONTRACTOR:** Contractor is not an employee of the University, but is engaged as an independent contractor. The Contractor will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract will be construed as authority for the Contractor to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

BB. **INFORMATION TECHNOLOGY ACCESS:** All electronic and information technology procured through this contract must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

All information technology ("Technology") which is purchased or upgraded by the University will company with the following non-visual access standards from the date of purchase or upgrade until the expiration of this contract:

1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

## EXHIBIT A

3. nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
4. the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, *Virginia Code* §§ 2.2-2500 through 2.2-3504.

CC. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor warrants and certifies that it does not and will not during the performance of this contract employ unauthorized alien workers, as defined by the federal Immigration Reform and Control Act of 1986 or violate any other provisions of the Act.

DD. NON-APPROPRIATION: Funding for any contract between the University and a Contractor is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this contract is not appropriated, whether in whole or in part, then the Contract may be terminated by the University effective the last day for which appropriated funding is available.

EE. ORDER AND PAYMENT PROCESSING:

1. In most cases, the University shall issue eVA Purchase Orders for required performance and delivery against the contract.
2. 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 Accounts Payable a **proper** invoice for the approved, accepted and completed work.
3. 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.

Note: It shall be the responsibility of the 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 shall also certify at the completion of the project, or (ii) turned over as property to the University.

4. Charge Card Payments:

## EXHIBIT A

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.
5. ePayables: Contractors are strongly encouraged to sign up for electronic payments. For more information about available payment options, contact University's Accounts Payable department at [invoice@odu.edu](mailto:invoice@odu.edu) or view <http://www.bankofamerica.com/epayables/vendors>.
6. Check or ACH:
  1. All **proper** invoices shall be emailed to [invoice@odu.edu](mailto:invoice@odu.edu) and reference the ODU PO number on the invoice. Invoice requirements are included here: <https://www.odu.edu/vendors/responsibilities/invoice-requirements>
  2. Invoices not meeting requirements may be returned to the vendor for correction.

### FF. PAYMENT PROVISIONS:

1. By the University:
  1. Prompt Payment: (the Rules §42.)
    - a. The University shall promptly pay for the completely delivered goods or services by the required payment date.
    - b. 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.
    - c. 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.
  2. 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.
  3. 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.
  4. Interest Penalty: Exceptions: (the Rules §44.)
    - a. 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

## EXHIBIT A

any contract providing for a different rate of interest, or for the payment of interest in a different manner.

b. 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.

c. 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.

d. This section shall not apply to retainae 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.

e. 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.

5. To Contractor: Under any resulting contract, Contractor is hereby obligated:

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

a. Old Dominion University  
Accounts Payable

Rollins Hall, Room 2005  
Norfolk, Virginia 23529;

or

b. [invoice@odu.edu](mailto:invoice@odu.edu)

b. Elements of a proper invoice are provided on the University Payment Website in sections noting Invoice Requirements and Elements of a Proper Invoice. Invoices not inclusive of elements deemed as a proper invoice may be returned for correction. Additional information can be found: <https://www.odu.edu/vendors/responsibilities/invoice-requirements>. 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.

## EXHIBIT A

- c. All goods or services provided shall be billed by the Contractor at the agreed to contract price.
- d. **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.
- 2. To Subcontractors: *(the Rules §45.)*  
Under any resulting contract, Contractor shall be obligated:
  - 1. 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
  - 2. To notify the University and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - 3. 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.

GG. **REPRESENTATIONS AND WARRANTIES:** All representations and warranties made by the University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.

HH. **SEVERABILITY:** The provisions of the 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.

II. **STATUTORY DAMAGES:** The University is not authorized to waive damages granted or otherwise available by statute.

JJ. **SOVEREIGN IMMUNITY:** ODU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against ODU or the

## EXHIBIT A

Commonwealth are subject to the requirements established under Virginia law for bringing such claims against ODU or the Commonwealth, including the Virginia Tort Claims Act (Virginia Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this contract shall be deemed to be or construed as a waiver of ODU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against ODU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to this contract, shall not under any circumstance exceed payment of the maximum purchase price.

KK. ~~TAX EXEMPT.~~ Sales to the Commonwealth of Virginia are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## LL. 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.

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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.

**MM. TERMINATION BY UNIVERSITY FOR CONVENIENCE:**

1. The University may terminate the 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 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:
  1. All amounts due for work performed subsequent to the latest Request for Payment through the date of termination;
  2. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination;
  3. 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
  4. 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.

**NN. 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.

**OO. VIRGINIA FOIA:** Nothing contained herein is intended to limit ODU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, agreements and pricing between ODU and its vendors are not considered to be exempt from VFOIA requests.

**PP. VIRGINIA MINIMUM WAGE ACT:** All Contractors must comply with the state and federal minimum wage requirements. Every Contractor shall pay to each of their employee's wages at a rate not less than the greater of (i) the adjusted state hourly minimum wage or (ii) the federal minimum wage as prescribed by Virginia Minimum Wage Act (Virginia Code § 40.1-28.8 et seq.) and the U.S. Fair Labor

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Standards Act (29 U.S.C. § 201 et seq.), respectively. For details on minimum wage law requirements, contact the Department of Labor & Industry at: <https://doli.virginia.gov>.

QQ. WAIVER. No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right. Notwithstanding anything contained herein to the contrary, ODU is an agency of the Commonwealth of Virginia and as such, pursuant to *Virginia Code* § 2.2-514, cannot waive or settle legal claims that ODU may have against another party nor may ODU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.

## EXHIBIT B

### OLD DOMINION UNIVERSITY SPECIAL TERMS AND CONDITIONS

The following 'special' terms and conditions shall, as applicable, be incorporated into the contract.

- 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. **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.

C. **BONDS AND SECURITY:**

1. Bonds:

- i. Fidelity: Upon award, selected 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-oblige. 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-oblige provision and name and address of licensed Virginia insurance agent. The Contractor agrees to maintain such bond until one year after the completion of the contract.
2. **Alternative Forms Of Security (the Rules §30.)**
  - i. In lieu of a bond as required above, an Contractor may furnish a certified check or cash escrow in the face amount required for the bond.
  - ii. If approved by the University's General Counsel or his equivalent, the Contractor 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.

D. **CONTRACT AND RENEWAL TERM:**

1. The initial term of the contract shall be a one-year period commencing on July 1, 2026 and expiring on June 30, 2027;
2. The 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 2a. 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 **after the initial term**, the contract price(s) for the additional one year shall not exceed the contract price(s) of the initial contract term by the lesser of (1) the percentage increase/decrease of the Consumer Price Index (CPI) for All Urban Wage

## EXHIBIT B

Earned 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 Consumer Price Index (CPI) for All Urban Wage Earners 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. COMPANY PERSONNEL STANDARDS:

1. Contractor shall provide trained personnel who shall be qualified to properly maintain/performance 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.

### C. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT: If the work should be stopped under any order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the owner should fail to pay to the contractor within thirty (30) days when no dispute exists as to the sum, then the contractor may, upon ten (10) calendar days written notice to the owner, stop work or terminate the contract and recover from the owner payment for the cost of the work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the contractor can demonstrate that he would have had profit on the entire contract if he had completed the work. The contractor may not receive profit or any other type of compensation for parts of the work not performed. The contractor may recover the cost of physically closing down the job site, but no other costs of termination. The owner may offset any claims it may have against the contractor against the amounts due to the contractor.

When applicable, in no event shall termination of the contract by the contractor terminate the obligations of the contractor's surety on its payment and performance bonds.

### D. 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.

## EXHIBIT B

E. 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.

F. INSURANCE: The contract will have the following insurance coverage. 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** - The Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. 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. **Employers Liability Insurance** - The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee.
3. **Commercial General Liability** - The Contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A.M. Best rating of A- or better. The insurer must list the member locality as an additional insured. The endorsement must be issued by the insurance company. The contract must state the insurance provided in the additional insured endorsement is primary without contribution from other insurance available to the additional insured. A notation on the certificate of insurance referencing the additional insured status is not sufficient.
4. **Automobile Liability** - The Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.
5. The Contractor's Certificate of Insurance must (i) specify the specific University project, (ii) name both the Commonwealth of Virginia and Old Dominion University as "additional insured", and (iii) mark/annotate in the 'addl insd' column for each type of insurance coverage listed EXCEPT WORKERS COMPENSATION and PROFESSIONAL LIABILITY INSURANCE.

G. LABELING OF HAZARDOUS SUBSTANCES: If the items or products 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

## EXHIBIT B

of the United States Code, then the Contractor, 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 Offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.

**H. MATERIAL SAFETY DATA SHEETS (MSDS):** Contractor shall at the time of each delivery, provide to the University appropriate MSDS for each chemical and/or compound ordered. Payment will not be made on any chemical and/or compound received until the using agency receives current MSDS.

**I. 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.

**J. PRODUCT SUBSTITUTION:** During the term of the contract, the Contractor is not authorized to substitute any item for that product identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

**K. 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

EXHIBIT B

of any emergency work shall be determined as provided by paragraph G., of the General Terms and Conditions.

L. SERVICE REPORTS: Upon completion of any maintenance call, the Contractor shall provide the University with a signed service report that includes, at a minimum: a general statement as to the problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

M. 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.

N. 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.

O. 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 affect all cutting, filling, or patching of his work required to make the same conform to the drawings and specifications, and, except with the consent of the University, not to cut or otherwise alter the work

## EXHIBIT B

of any other Contractor. The Contractor shall not damage or endanger any portion of the work or premises, including existing improvements, unless called for by the contract.

3. 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.
4. The Contractor expressly undertakes, either directly or through his subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the contract; and to thoroughly clean all glass installed under the contract including the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the work, the University may do so and charge for costs thereof to the Contractor.

### P. WARRANTY OF MATERIALS AND WORKMANSHIP:

1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.
2. Work not conforming to these warranties shall be considered defective.
3. This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this contract.

Q. 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.

R. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the Contractor shall furnish the 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 the 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 work order will 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.

# EXHIBIT C

EXHIBIT C - ODU Contract #26-ODU-15-CCC (BARO, 2/6/26)

| FACILITY                                      | SERVICE FREQUENCY                                                                                                   | YEAR BUILT | GSF     | PURPOSE                                 | MONTHLY COST | YEARLY COST   | COST PER GSF         |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------|------------|---------|-----------------------------------------|--------------|---------------|----------------------|
| Andrews Hall                                  | 5x per week (M-F) + occasional Saturday in Dermatology Clinic, 2nd Floor                                            | 1973       | 79,673  | Administration/Some Clinical            | \$ 12,734.77 | \$ 152,817.24 | \$ 0.16              |
| Brickell Library                              | 7x per week (SUN-SAT)                                                                                               | 2000       | 56,996  | Library                                 | \$ 8,920.09  | \$ 107,041.10 | \$ 0.16              |
| E.V. Williams Hall                            | 5x per week (M-F)                                                                                                   | 1967       | 50,447  | Research/Clinical                       | \$ 7,648.53  | \$ 91,782.39  | \$ 0.15              |
| Facilities-154 Colley Ave                     | 3x per week (M,W,F)                                                                                                 | 1955       | 6,079   | Facilities Administration               | \$ 1,290.74  | \$ 15,488.83  | \$ 0.16              |
| Hofheimer Hall                                | 5x per week (M-F)                                                                                                   | 1984       | 107,974 | Clinical/Some Admin (high traffic)      | \$ 16,549.45 | \$ 198,593.38 | \$ 0.15              |
| Jones Institute                               | 6x per week (M-SAT) + occasional Sunday, (Saturday and Sunday 1st floor only)                                       | 1992       | 88,610  | Research/Clinical (high traffic)        | \$ 10,191.65 | \$ 122,299.82 | \$ 0.15              |
| Lester Hall                                   | 6x per week (M-SAT) + occasional Sunday, (Saturday and Sunday 1st and 2nd floor only)                               | 2011       | 103,292 | Education/Research (high traffic)       | \$ 15,277.89 | \$ 183,334.67 | \$ 0.15              |
| Lewis Hall                                    | 6x per week (M-SAT) (Saturday service for 1st floor restrooms and 1st floor Student Center)                         | 1977       | 178,567 | Education/Research (high traffic)       | \$ 26,721.92 | \$ 320,663.08 | \$ 0.15              |
| Materials Management                          | 3x per week (M,W,F)                                                                                                 | 1970       | 16,881  | Materials Management                    | \$ 2,562.29  | \$ 30,747.54  | \$ 0.15              |
| Waiter Hall                                   | 7x per week (SUN-SAT)                                                                                               | 2020       | 163,794 | Education/Administration (high traffic) | \$ 24,178.80 | \$ 290,145.66 | \$ 0.15              |
| Medical Campus Apartments                     | 2X per week: Clean Laundry room. Clean MCA manager's office & restroom. Clean restroom in Maintenance storage room. | 1987       |         | Student Housing                         | \$ 1,290.74  | \$ 15,488.83  |                      |
| TOTAL                                         |                                                                                                                     |            | 834,313 |                                         |              |               |                      |
| SUBTOTAL FOR HOUSEKEEPING:                    |                                                                                                                     |            |         |                                         | \$           | 1,528,402.53  |                      |
| \$ amount proposed for Campus Event Coverage: |                                                                                                                     |            |         |                                         | \$           | 53,070.00     | *Based on all events |
| \$ amount proposed cost for supplies:         |                                                                                                                     |            |         |                                         | \$           | 128,671.47    |                      |
| GRAND TOTAL:                                  |                                                                                                                     |            |         |                                         | \$           | 1,710,144.00  |                      |

|                                                             | Regular Hours | Overtime Hours |
|-------------------------------------------------------------|---------------|----------------|
| Hourly Rate, for projects outside of contract requirements: | \$ 25.00      | \$ 37.50       |
| Emergency and/or On Call Hourly Rate:                       | \$ 25.00      | \$ 37.50       |

\*\*\*SETUP AND MOVEMENT OF FURNITURE FOR SPECIAL EVENTS ON THE VIRGINIA HEALTH SCIENCE (VHS) MEDICAL SCHOOL CAMPUS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL WORK WITH PERSONNEL FROM VHS TO KEEP A SCHEDULE OF EVENTS THAT WILL REQUIRE SETUP AND BREAKDOWN OF FURNITURE AS NEEDED, PER THE RFP.

EXHIBIT D

| EXHIBIT D: Cleaning Schedule - RFP#26-ODU-15-CCC - Custodial Services (rev. 9/29/25) |                                                                                                 |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------------|-----------------|----------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------|
| Facility Areas                                                                       | Daily                                                                                           | 2X Weekly                   | Weekly                            | 2X MONTHLY      | MONTHLY              | QUARTERLY                                                                                                     | 2X YEARLY                          | YEARLY                                                              |
| Entrances, Lobbies, Hallways, Elevators and Stairs                                   | Remove exterior trash                                                                           | Dust/Damp mop stairwells    | Spray buff tiled floors           | Clean air vents |                      | tiled floors top scrubbed and refinished (minimum, subject to more often if needed)                           |                                    | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                                                      | Clean elevator surfaces: mop tile, vacuum carpet, elevator doors, walls, door tracks            | Damp mop stairwell landings | Dust window sills and high ledges |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Clean water fountains                                                                           |                             | Dust window blinds                |                 |                      | High traffic carpet shampooed quarterly (hallways, lobbies, class/conference rooms, reception areas, lounges) | All carpet other than high traffic |                                                                     |
|                                                                                      | Dust hand rails                                                                                 |                             | Dust ceiling vents if reachable   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Dust, spot and damp mop floors                                                                  |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Empty trash and recycle containers:                                                             |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Deliver trash to appropriate dumpsters                                                          |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Police pick up trash, clean through the day as needed                                           |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Spot clean carpets                                                                              |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Spot clean entry glass (door and window surrounds)                                              |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Spot clean exit doors                                                                           |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Spot clean walls to hand height (70")                                                           |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Police stairs and landings                                                                      |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Sweep outside walkways and steps to the street                                                  |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Vacuum walk off mats                                                                            |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Police building lawns for any trash pick up                                                     |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | complete cleaning of glass entry doors and surrounds                                            |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | complete cleaning of 1st floor lobby glass                                                      |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      |                                                                                                 |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      |                                                                                                 |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
| Public Restrooms in Student Areas 3X to 4X Daily                                     |                                                                                                 | Dust ceiling vents          |                                   |                 |                      | High traffic carpet shampooed quarterly (hallways, lobbies, class/conference rooms, reception areas, lounges) | All carpet other than high traffic |                                                                     |
|                                                                                      | Clean & disinfect horizontal surfaces (i.e., counter tops, tops of stalls, shower floors, etc.) |                             | Dust window blinds                | Clean air vents | Machine scrub floors | tiled floors top scrubbed and refinished (minimum, subject to more often if needed)                           |                                    | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                                                      | Clean & disinfect vertical surfaces (i.e., stall doors, stall walls, trash cans, etc.)          |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |
|                                                                                      | Clean & disinfect walls as needed (must be checked daily for need)                              |                             |                                   |                 |                      |                                                                                                               |                                    |                                                                     |

EXHIBIT D

| Facility Areas              | Daily                                                                                                                                              | 2X Weekly          | Weekly                         | 2X MONTHLY      | MONTHLY              | QUARTERLY                                                                          | 2X YEARLY | YEARLY                                                              |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------|-----------------|----------------------|------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------|
|                             | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.)                          |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Tile & grout at toilet base scrubbed                                                                                                               |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean mirrors                                                                                                                                      |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Dust mop floors                                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Mop floors                                                                                                                                         |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Empty and re-line waste cans                                                                                                                       |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Refill paper & soap dispensers                                                                                                                     |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Police (pick up, straighten up)                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
| Public Restrooms 2X Daily   |                                                                                                                                                    | Dust ceiling vents | Dust window blinds             | Clean air vents | Machine scrub floors | Tile floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed) |
| (disinfectant on surfaces)  | Clean & disinfect vertical and horizontal surfaces (i.e., counter tops, tops of stalls, stall doors, stall walls, trash cans, shower floors, etc.) |                    | Clean & disinfect shower walls |                 |                      |                                                                                    |           |                                                                     |
| (neutral cleaner on floors) | Clean & disinfect walls and vertical surfaces as needed (i.e., stall doors, trash cans, etc.)                                                      |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, paper towel and toilet tissue dispensers, etc.), cleaned walls as needed.      |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.)                          |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean mirrors, tile & grout at toilet base.                                                                                                        |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Dust mop floors & clean mirrors                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Dust Mop & Mop floors                                                                                                                              |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Empty and re-line waste cans                                                                                                                       |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Refill paper & soap dispensers, empty and re-line waste cans                                                                                       |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Police (pick up, straighten up)                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Police (pick up, straighten up)                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             |                                                                                                                                                    |                    |                                |                 |                      |                                                                                    |           |                                                                     |
| Private Restrooms           | Clean & disinfect horizontal surfaces (i.e., counter tops, tops of stalls, shower floors, etc.)                                                    | Dust ceiling vents | Dust window blinds             | Clean air vents | Machine scrub floors | Tile floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                             | Clean & disinfect vertical surfaces (i.e., stall doors, stall walls, trash cans, etc.)                                                             |                    | Clean & disinfect shower walls |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean & disinfect walls as needed (must be checked daily for need)                                                                                 |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.)                          |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Tile & grout at toilet base scrubbed                                                                                                               |                    |                                |                 |                      |                                                                                    |           |                                                                     |
|                             | Clean mirrors                                                                                                                                      |                    |                                |                 |                      |                                                                                    |           |                                                                     |

EXHIBIT D

| Facility Areas                                             | Daily                                                                                                                     | 2X Weekly          | Weekly                         | 2X MONTHLY      | MONTHLY              | QUARTERLY                                                                           | 2X YEARLY | YEARLY                                                              |
|------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------|-----------------|----------------------|-------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------|
|                                                            | Dust mop floors                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Mop floors                                                                                                                |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Empty and re-line waste cans                                                                                              |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Refill paper & soap dispensers                                                                                            |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Police (pick up, straighten up)                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            |                                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
| Showers and Locker Rooms 2X Daily                          |                                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect horizontal surfaces (i.e., counter tops, tops of stalls, shower floors, etc.)                           | Dust ceiling vents | Dust window blinds             | Clean air vents | Machine scrub floors | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                            | Clean & disinfect vertical surfaces (i.e., stall doors, stall walls, trash cans, etc.)                                    |                    | Clean & disinfect shower walls |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect walls as needed (must be checked daily for need)                                                        |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.) |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Tile & grout at toilet base scrubbed                                                                                      |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean mirrors                                                                                                             |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Dust mop floors                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Mop floors                                                                                                                |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Empty and re-line waste cans                                                                                              |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Refill paper & soap dispensers                                                                                            |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Police (pick up, straighten up)                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            |                                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
| Student Wellness Center-Waiter Hall: Hours 5:00am-11:00pm. |                                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Police Center for trash pickup, disinfect gym equipment, disinfect high touch pieces, police restrooms (clean as needed)  |                    | Dust window blinds             | Clean air vents | Machine scrub floors | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                            | 2X Daily - between 2pm-8pm & every evening after closing 2 days a week                                                    |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect horizontal surfaces (i.e., counter tops, tops of stalls, shower floors, etc., shower stalls)            |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect vertical surfaces (i.e., stall doors, stall walls, trash cans, etc.)                                    |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect walls as needed (must be checked daily for need)                                                        |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.) |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Tile & grout at toilet base scrubbed                                                                                      |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Clean mirrors                                                                                                             |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Dust mop floors                                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Mop floors                                                                                                                |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Empty and re-line waste cans                                                                                              |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Refill paper & soap dispensers                                                                                            |                    |                                |                 |                      |                                                                                     |           |                                                                     |
|                                                            | Police (pick up, straighten up)                                                                                           |                    |                                |                 |                      |                                                                                     |           |                                                                     |

EXHIBIT D

| Facility Areas                                           | Daily                                                                                                                               | 2X Weekly                                                          | Weekly                               | 2X MONTHLY                                        | MONTHLY              | QUARTERLY                                                                           | 2X YEARLY | YEARLY                                                                 |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------|---------------------------------------------------|----------------------|-------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------|
| Staff Gym-Andrews Hall                                   | Police Center for trash pickup, disinfect gym equipment, disinfect high touch pieces, police restrooms (clean as needed)            |                                                                    | Dust window blinds                   | Clean air vents                                   | Machine scrub floors | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed)    |
|                                                          | 2X Daily - between 2pm-3pm & every evening after closing Mon-Fri.                                                                   |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean & disinfect horizontal surfaces (i.e., counter tops, tops of stalls, shower floors, etc.)                                     |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean & disinfect vertical surfaces (i.e., stall doors, stall walls, trash cans, etc.)                                              |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean & disinfect walls as needed (must be checked daily for need)                                                                  |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean & disinfect fixtures (i.e., sinks, faucets, toilets, urinals, soap, paper towel and toilet tissue dispensers, etc.)           |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | tile & grout at toilet base scrubbed                                                                                                |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean mirrors                                                                                                                       |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Dust mop floors                                                                                                                     |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Mop floors                                                                                                                          |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Empty and re-line waste cans                                                                                                        |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Refill paper & soap dispensers                                                                                                      |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Empty and re-line waste cans<br>Police (pick up, straighten up)                                                                     | Dust exposed horizontal surfaces (i.e., desk tops, shelving, etc.) | Dust window blinds                   | High dust picture frames, book shelves, air vents |                      |                                                                                     |           | Strip & wax tiled floors (minimum, subject to more often if requested) |
|                                                          | Vacuum carpet                                                                                                                       | Clean vertical surfaces (i.e., cabinet face, etc.)                 | Dust window sills                    |                                                   |                      | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Shampoo carpet (minimum, subject to more often if requested)           |
|                                                          |                                                                                                                                     | Dust ceiling vents                                                 |                                      |                                                   |                      |                                                                                     |           |                                                                        |
| Classrooms, Conference Rooms, Lecture Halls, Auditoriums | Align furniture (desks, chairs, tables, etc.).<br>Police each conference & classroom, auditorium, and lecture hall between sessions | Wet mop tiled floors                                               | Dust window blinds                   | Clean air vents                                   |                      |                                                                                     |           | Strip & wax tiled floors (minimum, subject to more often if needed)    |
|                                                          | Clean horizontal surfaces (desk tops, tables tops, chair seats, etc.)                                                               | Dust mop stage (where applicable)                                  | Dust window sills                    |                                                   |                      | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |           |                                                                        |
|                                                          | Clean water fountains                                                                                                               | Wet mop stage (where applicable)                                   | Dust ceiling vents if reachable      |                                                   |                      | Shampoo carpet (minimum, subject to more often if needed)                           |           |                                                                        |
|                                                          | Clean chalkboards unless specified not to by instructors                                                                            |                                                                    | Spray buff floors (where applicable) |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Clean whiteboards unless specified not to by instructors                                                                            |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Empty and re-line waste cans                                                                                                        |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Remove dust from erasers                                                                                                            |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Dust mop floors                                                                                                                     |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Vacuum carpet                                                                                                                       |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Spot clean carpet                                                                                                                   |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          | Police (pick up or clean up as needed)                                                                                              |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
|                                                          |                                                                                                                                     |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |
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|                                                          |                                                                                                                                     |                                                                    |                                      |                                                   |                      |                                                                                     |           |                                                                        |

EXHIBIT D

| Facility Areas                                                                                    | Daily                                                                                                    | 2X Weekly                                     | Weekly                                                                 | 2X MONTHLY                                          | MONTHLY                                                             | QUARTERLY                                                                           | 2X YEARLY                                                 | YEARLY                                                              |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------------|
| Lounges, Breakrooms, Kitchens and Kitchennettes                                                   | Clean horizontal surfaces (i.e. table tops, counter tops, shelving, chair seats, etc.)                   | Dust ceiling vents                            | Dust window blinds                                                     | Clean air vents                                     | STUDENT LOUNGE ONLY:<br>complete cleaning of refrigerator interiors |                                                                                     |                                                           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                                                                   | Clean vertical surfaces (i.e. upper & lower cabinet faces)                                               |                                               | Dust window sills                                                      |                                                     |                                                                     | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |                                                           |                                                                     |
|                                                                                                   | Spot check and clean walls when needed                                                                   |                                               | Spray buff tiled floors                                                |                                                     |                                                                     | Shampoo carpet (minimum, subject to more often if needed)                           | Shampoo upholstery                                        |                                                                     |
|                                                                                                   | Clean surfaces of appliances (i.e. refrigerators, microwaves, toasters, water coolers, ice makers, etc.) |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Move appliances as needed to clean beside and behind                                                     |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Empty and re-line waste cans                                                                             |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Clean fixtures (i.e. sinks, faucets, etc.)                                                               |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Dust & wet mop floors                                                                                    |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
| Classrooms, Conference Rooms, Lecture Halls, Lounges, Library                                     | Align classroom/conference room furniture                                                                |                                               | Dust window sills/high ledges/blinds                                   | Clean air vents                                     | Clean vertical surfaces as needed (cabinet top & bottom)            |                                                                                     |                                                           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                                                                   | Clean chalkboards and/or white boards                                                                    |                                               | Dust window blinds/high ledges                                         |                                                     |                                                                     | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) |                                                           |                                                                     |
|                                                                                                   | Remove dust from erasers                                                                                 |                                               | Spray buff floors                                                      |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Clean exposed horizontal surfaces                                                                        |                                               |                                                                        |                                                     |                                                                     | Shampoo carpet (minimum, subject to more often if needed)                           |                                                           |                                                                     |
|                                                                                                   | Clean water fountains                                                                                    |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Dust/Camp mop tiled floors                                                                               |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Empty trash                                                                                              |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Police (pick up as needed)                                                                               |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Spot clean carpet                                                                                        |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Spot mop spills on floors                                                                                |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | Vacuum carpet                                                                                            |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
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|                                                                                                   |                                                                                                          |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
| Clinical Exam Rooms, Nurses Stations, Consultation Rooms, Patient Waiting Rooms, Clinic Corridors | Remove trash                                                                                             | Dust nurses stations if surfaces are exposed  | Dust window blinds                                                     | Clean windows in patient waiting room if applicable |                                                                     |                                                                                     |                                                           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                                                                                                   | Clean countertops, sinks, cabinet surfaces                                                               | Dust behind computers                         | Clean exposed horizontal surfaces                                      | Clean air vents                                     |                                                                     | tiled floors top scrubbed and refinished (minimum, subject to more often if needed) | Shampoo carpet (minimum, subject to more often if needed) |                                                                     |
|                                                                                                   | (disinfectant on surfaces)                                                                               |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   | (neutral cleaner on floors)                                                                              | Disinfect exposed tops of exam beds           | Dust tables/furniture in patient waiting rooms                         |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Dust bases of exam beds/exam bed foot rests   |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Re-stock paper & soap products                | Dust window sills in exam rooms & corridors, including base of windows |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Dust mop tiled floors                         |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Wet mop tiled exam room floors                |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Touch up non-biohazard spills on tiled floors |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Spot clean carpet                             |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          | Vacuum                                        |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |
|                                                                                                   |                                                                                                          |                                               |                                                                        |                                                     |                                                                     |                                                                                     |                                                           |                                                                     |

EXHIBIT D

| Facility Areas    | Daily                                            | 2X Weekly                                                   | Weekly                               | 2X MONTHLY                   | MONTHLY | QUARTERLY                                                                            | 2X YEARLY | YEARLY                                                              |
|-------------------|--------------------------------------------------|-------------------------------------------------------------|--------------------------------------|------------------------------|---------|--------------------------------------------------------------------------------------|-----------|---------------------------------------------------------------------|
|                   | Clean glass on reception windows, clinic entries |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Review & spot clean walls as needed              |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
| Laboratories      | Dust mop floors                                  |                                                             | Damp mop floors                      | Clean air vents if reachable |         | tilled floors top scrubbed and refinished (minimum, subject to more often if needed) |           | Strip & wax tiled floors (minimum, subject to more often if needed) |
|                   | Remove trash                                     |                                                             | Dust window sills/high ledges/blinds |                              |         |                                                                                      |           |                                                                     |
|                   | Spot mop spills on floors                        |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Vacuum where applicable                          |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
| General           | Remove trash to dumpster                         |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Remove recyclables to recycle dumpsters          |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Sweep loading docks                              |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Turn off lights except for exit & security       |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Secure interior doors as required                |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | Police all dumpster enclosures                   |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   | DAILY SPOTTING OF ALL CARPET                     |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
| Higuen Club Apts. | Clean/Disinfect laundry room                     | Clean laundry room (sweep or vacuum), pull trash, wipe down |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  | exterior of appliances. Clean                               |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  | manager's office & restroom.                                |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  | Clean restroom in maintenance                               |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  | storage room.                                               |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |
|                   |                                                  |                                                             |                                      |                              |         |                                                                                      |           |                                                                     |