

UNIVERSITY OF WISCONSIN SYSTEM



REQUEST FOR PROPOSAL (RFP) PS-14-2596

JANITORIAL AND GROUNDS KEEPING SERVICES

For The

University Wisconsin-Superior

DATE OF ISSUE: August 11, 2014

PROPOSAL DUE DATE: September 11, 2014 2:00 PM (CST)

State of Wisconsin
DOA-3261 (R08/2003)
s.16.75, Wis. Statutes

PROPOSALS MUST BE SEALED AND ADDRESSED TO:

AGENCY ADDRESS:

University of Wisconsin System
Administration
Office of Procurement
780 Regent Street, Suite 105
Madison, WI 53715

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

PROPOSER (Name and Address)

Proposal envelope must be sealed and plainly marked in lower corner with due date and Request for Proposal #**PS-14-2329**. Late proposals will be rejected. Proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a proposal by the mail system does not constitute receipt of a proposal by the purchasing office. Any proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Proposals must be submitted separately, i.e., not included with sample packages or other proposals. Proposal openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Proposer should contact person named below for an appointment to view the proposal record. Proposals shall be firm for acceptance for sixty (60) days from date of proposal opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Proposals MUST be in this office no later than

September 11, 2014 2PM CST

Public
Opening ☐
No Public
Opening ☒

Name (Contact for further information)

Paul D. Schlough

Phone

608-265-0557

Date

August 11, 2014

Quote Price and Delivery FOB

N/A

Description

**REQUEST FOR PROPOSAL (RFP): Janitorial and Grounds Keeping Services
for the University of Wisconsin-Superior**

Payment Terms:

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by the Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wisconsin 53702, (608) 267-9550.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown

In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our proposal.

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Federal Employer Identification No.

Social Security No. if Sole
Proprietor (Voluntary)

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

Table of Contents

| | |
|--|----|
| Section A..... | 8 |
| 1 General Information | 8 |
| 1.1 Introduction | 8 |
| 1.2 Background and Purpose | 8 |
| 1.3 Definitions | 9 |
| 1.4 Scope of Work (Contract) | 10 |
| 1.5 Calendar of Events/Time Table | 10 |
| 1.6 Fixed Offer Period | 11 |
| 1.7 Procuring and Contracting Agency | 11 |
| 1.8 Clarification and/or Revisions to the Specifications or Requirements | 11 |
| 1.9 Reasonable Accommodations | 12 |
| 1.10 Contract Term | 12 |
| 1.11 VendorNet Registration | 12 |
| 2 Proposal | 13 |
| 2.1 University Shall Provide | 13 |
| 2.2 Proposer Shall Provide | 13 |
| 3 Preparing and Submitting Proposal | 13 |
| 3.1 General Instructions | 13 |
| 3.2 Site Survey Meeting /Inspection of Premises | 13 |
| 3.3 Incurring Costs | 14 |
| 3.4 Submitting the Proposal | 14 |
| 3.5 Proposal Organization and Format | 14 |
| 3.6 Proposed Contract for Janitorial and Grounds Keeping Services | 15 |
| 3.7 Proprietary Information | 15 |

| | | |
|------|--|----|
| 4 | Required Information | 15 |
| 4.1 | <i>Name and Address</i> | 16 |
| 4.2 | <i>Reference List and Contact Information</i> | 16 |
| 4.3 | <i>Description of Claims or Law Suits</i> | 16 |
| 4.4 | <i>Written Agreement to Terms</i> | 16 |
| 4.5 | <i>Invoice Sample</i> | 16 |
| 4.6 | <i>Personnel Background and Social Security Checks</i> | 16 |
| 4.7 | <i>Company Information</i> | 16 |
| 4.8 | <i>Mandatory Qualifications</i> | 17 |
| 4.9 | <i>Cost Proposal Form (300 points)</i> | 17 |
| 4.10 | <i>Technical Services Program Specifications and Requirements (350 points)</i> | 18 |
| 4.11 | <i>Personnel, Management and Staff (350 points)</i> | 20 |
| 5 | Proposal Acceptance and Award | 21 |
| 5.1 | <i>Preliminary Evaluation and Review of Mandatory Qualifications</i> | 21 |
| 5.2 | <i>Evaluation Committee</i> | 22 |
| 5.3 | <i>Right to Reject, Waive and Negotiate Proposal</i> | 22 |
| 5.4 | <i>Review Criteria</i> | 22 |
| 5.5 | <i>Award and Final Offer</i> | 23 |
| 5.6 | <i>Notification of Intent to Award Contract</i> | 24 |
| 5.7 | <i>Executed Contract to Constitute Entire Agreement</i> | 24 |
| 5.8 | <i>Appeal Process</i> | 24 |
| | Section B | 25 |
| 1 | Parties to the Contract | 25 |
| 2 | Applicable Law | 25 |
| 3 | Term of Contract | 25 |
| 4 | Excused Performance | 25 |
| 5 | Disclosure | 25 |

| | | |
|------|--|----|
| 6 | Minority Business | 25 |
| 7 | Incorporation of Documents | 26 |
| 8 | News Releases | 26 |
| 9 | Insurance Requirements..... | 26 |
| 9.1 | <i>Remodeling or Renovation</i> | 27 |
| 9.2 | <i>Certificate of Insurance Requirements</i> | 27 |
| 9.3 | <i>Commercial General Liability</i> | 27 |
| 9.4 | <i>Covenant Requiring Notice</i> | 27 |
| 9.5 | <i>Evidence of New Insurance</i> | 27 |
| 9.6 | <i>University Right to Cancel Contract</i> | 28 |
| 10 | Performance Bond/Irrevocable Letter of Credit | 28 |
| 11 | Promotional Materials..... | 28 |
| 12 | Contractor Agrees to Indemnify and Hold Harmless..... | 28 |
| 13 | Nondiscrimination and Affirmative Action | 29 |
| 14 | Safety | 29 |
| 15 | General and Technical Requirements..... | 29 |
| 15.1 | <i>Service Requirements</i> | 29 |
| 15.2 | <i>Personnel, Employment and Staffing</i> | 31 |
| 15.3 | <i>Supplies and Equipment</i> | 36 |
| 15.4 | <i>Keys and Security</i> | 36 |
| 15.5 | <i>Service Duties</i> | 37 |
| 15.6 | <i>Janitorial Standards (Attachment 1)</i> | 39 |
| 15.7 | <i>Grounds Keeping Standards (Attachment 2)</i> | 39 |
| 15.8 | <i>Janitorial and Grounds Keeping Evaluation Form (Attachment No. 3)</i> | 39 |
| 15.9 | <i>Fiscal and Accounting Requirements</i> | 39 |
| 16 | Escalation Formula for Contract Rate Changes | 42 |
| 16.1 | <i>Labor Rate/Management Staffing Fee Escalation</i> | 42 |

| | | |
|-----------|--|----|
| 16.2 | <i>Janitorial and Grounds Keeping Supplies and Equipment Fee Escalation</i> | 42 |
| 17 | Contract Cancellation | 42 |
| 17.1 | <i>Contract Termination</i> | 42 |
| 17.2 | <i>Contract Breach</i> | 43 |
| 17.3 | <i>Non-Appropriation of Funds</i> | 43 |
| 17.4 | <i>Failure to Maintain Insurance Requirements</i> | 43 |
| 18 | University of Wisconsin System Administration (UWSA) Contract Administrator | 43 |
| 19 | Proposer Contract Administrator | 43 |
| 20 | Campus Contract Administration | 43 |
| 21 | Miscellaneous | 44 |
| 21.1 | <i>Ability to Separate</i> | 44 |
| 21.2 | <i>Waiver</i> | 44 |
| 21.3 | <i>Amendments</i> | 44 |
| 21.4 | <i>Adverse Interests</i> | 44 |
| 21.5 | <i>Assignments</i> | 45 |
| 21.6 | <i>Counterparts</i> | 45 |
| Section C | | 45 |
| 1 | Cost Proposal Form: Full Business Award Option | 45 |
| 1.1 | <i>Labor Proposal:</i> | 45 |
| 1.2 | <i>Supplies Fee Proposal</i> | 46 |
| 1.3 | <i>Equipment Fee Proposal</i> | 46 |
| 2 | Cost Proposal Form: Partial Award Option: Yellowjacket Union/Marcovich Wellness Center | 47 |
| 2.1 | <i>Labor Proposal</i> | 47 |
| 2.2 | <i>Supplies Proposal</i> | 47 |
| 2.3 | <i>Equipment Fee Proposal:</i> | 47 |
| 3 | Cost Proposal Form: Partial Award Option: Academic Buildings | 48 |
| 3.1 | <i>Labor Proposal</i> | 48 |

| | | |
|-----|---|----|
| 3.2 | <i>Supplies Proposal</i> | 48 |
| 3.3 | <i>Equipment Fee Proposal:</i> | 48 |
| 4 | Cost Proposal Form: Partial Award Option: Residence Life | 49 |
| 4.1 | <i>Labor Proposal</i> | 49 |
| 4.2 | <i>Supplies Proposal</i> | 49 |
| 4.3 | <i>Equipment Fee Proposal:</i> | 49 |
| 5 | Cost Proposal Form: Partial Award Option: Grounds Keeping | 50 |
| 5.1 | <i>Labor Proposal</i> | 50 |
| 5.2 | <i>Supplies Proposal</i> | 50 |
| 5.3 | <i>Equipment Fee Proposal:</i> | 50 |
| 6 | Standard Terms and Conditions | 51 |
| | Section D..... | 55 |
| 1 | Attachment 1: Janitorial Service Standards..... | 55 |
| 2 | Attachment 2: Grounds Keeping Standards | 63 |
| 3 | Attachment 3: Janitorial and Grounds Keeping Quality Assurance Evaluation Form..... | 67 |
| 4 | Attachment No. 4: Yellowjacket Union Janitorial Requirements | 74 |
| 5 | Attachment No. 5: MWC Janitorial Business Requirements | 78 |
| 6 | Attachment No. 6: Academic Buildings Janitorial Requirements | 81 |
| 7 | Attachment No. 7: Residence Life Janitorial Requirements | 82 |
| 8 | Attachment No. 8: Current Staffing..... | 83 |
| 9 | Attachment No. 9: Equipment Inventory and Estimated Value | 84 |
| 10 | Attachment No. 10: Supplies (Past Fiscal Year Estimated Usage and Spend) | 86 |
| 11 | Attachment No. 11 Attachment No. 11 University of Wisconsin-Superior Campus Map | 89 |
| 12 | Attachment No. 12 - Vendor Information – DOA 3477 | 90 |
| 13 | Attachment No. 13 – Vendor Client Reference - DOA 3478..... | 91 |
| 14 | Attachment No. 14 – Bank Reference | 92 |
| 15 | Attachment No. 15 – Terms and Conditions | 93 |

| | | |
|------|--|-----|
| 16 | Attachment No. 16 Proposer Information..... | 93 |
| 17 | Attachment No. 17 – Designation of Confidential and Proprietary Information DOA 3027 | 94 |
| 18 | Attachment No. 18 Affidavit | 95 |
| 19 | Attachment No. 19 Operational Area Staffing Recommendation Form..... | 96 |
| 19.1 | <i>Operational Areas and the Corresponding Buildings</i> | 96 |
| 19.2 | <i>Staffing Recommendations</i> | 96 |
| 20 | Attachment No. 20 Average Snowfall for Superior WI | 99 |
| 21 | Checklist | 100 |

Section A

1 General Information

1.1 Introduction

The University of Wisconsin System Administration is exploring the possibility of contracting with an outside vendor to perform Janitorial and Grounds Keeping Services Business at the University of Wisconsin-Superior. For that reason, the University of Wisconsin System is seeking proposals from qualified businesses who are interested in contracting with it to perform the above-stated services. The purpose of this document is to provide interested parties with information to enable them to prepare and submit a Request for Proposal (RFP) for Janitorial and Grounds Keeping Services at the University of Wisconsin-Superior.

The University of Wisconsin-Superior provides academics, food service, recreation, athletics, student environments, educationally oriented programs and facilities for the students, guests and staff of the University of Wisconsin-Superior.

The State of Wisconsin as represented by the University of Wisconsin System intends to use the results of this solicitation **to determine how or whether to award a contract to one or more outside vendors** for Janitorial and Grounds Keeping Services for the University of Wisconsin-Superior. Should it choose to work with a non-university provider, the University of Wisconsin System retains the right to award a single contract or to award multiple split-award contracts.

1.2 Background and Purpose

The institutions of the University of Wisconsin System receive a variety of non-academic services provided by employees of the University as well as by individuals and vendors with whom the University contracts for support. Both types of relationships are valued and respected.

Under this Request For Proposal (RFP) the University of Wisconsin System Administration (UWSA) Office of Procurement is requesting proposals for the UW-Superior campus for the purchase of Janitorial and Grounds Keeping Services. Should those services be awarded to an outside provider or multiple providers, the University is requesting the provider(s) give full consideration to hiring any current employee directly affected by the awards(s).

The Board of Regents for the University of Wisconsin operates the UW-Superior campus which is located at Belknap & Catlin, Superior, Wisconsin. The main campus of 124 acres is divided into north and south separated by five blocks of private residences. The administrative, academic, physical education, undergraduate residence halls and student center are located on the northern portion of the campus. The south campus consists of an ice arena, outdoor track facilities, a challenge course, maintenance and service center and two residence halls. The campus is comprised of 34 buildings with approximately 1,097,601 sq. ft. of usable space. Four of the 34 buildings are residence facilities with room to house up to 1130 students. **Floors in all buildings consist of carpet, Vinyl Compensation Tile, terrazzo, ceramic tile, specialty athletic flooring or polished concrete. It is the proposer's responsibility to verify the size of the infrastructures.**

Providers of Janitorial and Grounds Keeping Services are invited to submit a proposal for the University's consideration. The University's general goal is to provide Janitorial and Grounds Keeping Services to the students and institution that lowers the overall operational costs and delivers value return to stakeholders. It is anticipated that a one year and six month (1.5) year agreement with four (4) automatic one (1) year extensions for Janitorial and Grounds Keeping Services will be awarded.

1.3 Definitions

- **Campus** means UW-Superior in Superior, WI.
- **Contractor** means successful proposer awarded the contract.
- **DFM** means Director, Facilities Management
- **DVM** means disabled Veteran-Owned Business.
- **MBE** means Minority business Enterprise.
- **Purchasing Card** means State Credit Card.
- **Proposer** means a firm submitting a Proposal in response to this Request for Proposal PS-14-2596.
- **QA Form** means quality assurance form.
- **RFP** means Request for Proposal.
- **State** means state of Wisconsin.
- **University and UW** both mean University of Wisconsin-Superior.
- **VCAF** means Vice Chancellor of Administration and Finance.
- **WBE** Means Woman-Owned Business Enterprise.
- **UWSA** means University of Wisconsin System Administration
- **Pass/Fail** means the required documentation has been properly completed and submitted with the proposal as requested
- **BAR** means Barstow Hall (Science Labs)
- **CHT** means Crownhart Hall (Residence Hall)
- **CMO** means Curran-McNeill, Ostrander Halls (Residence Halls)
- **ERL** means Erlanson Hall (business programs, classrooms, Distance Learning Center)
- **HFA** means Holden Fine and Applied Arts Center (classrooms, studios, performance areas)
- **GH** means Oexemann Greenhouse
- **H** means Hawkes Hall (Residence Hall)

- **JDH** Jim Dan Hill Library
- **HP** Halbert Heating Plant
- **MWC** Marcovich Wellness Center (field house, recreation, athletics, classrooms, faculty offices)
- **G** Gates Physical Education Building (gym, pool, student labs, study areas)
- **OM** Old Main (admissions, administration)
- **NERR** Lake Superior National Estuarine Research Reserve
- **O** Ole Haugrud Stadium
- **PSB** Public Safety Building (Campus Safety, Parking Services, Environmental Health and Safety)
- **R** Ross Hall (Residence Hall)
- **SC** University Services Building
- **SW** Wessman Arena
- **YU** Yellowjacket Union (Student Center)
- **Grounds Keeping** – Turf, Athletic Fields, Landscaping and Snow Removal including all outdoor maintenance activities on campus.

1.4 Scope of Work (Contract)

Janitorial Services shall be performed up to seven days per week based on the hours of use of space by campus occupants; Sunday evening through Saturday. Contractor may be required to perform services on the following celebrated holidays as determined by the University and Contractor by mutual consent: Martin Luther King, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day and New Year's Day.

See Requirements and Specifications (Section A, No. 4 Required Information, Items 4.1- 4.11) and Janitorial Standards (Attachment 1) for the minimum acceptable specifications for items/services desired. The University reserves the right to award separate contracts when determined to be in the best interest of the University.

Grounds Keeping Services shall be performed minimally five days per week with flexible scheduling to attend to snow removal in the winter months. It is the Contractor's responsibility to schedule their employees for snow removal coverage for seven days per week coverage.

See Requirements and Specifications (Section A, No. 4 Required Information, Items 4.1-4.11) and Grounds Keeping Standards (Attachment 2) for the minimum acceptable specifications for items/services desired. The University reserves the right to award separate contracts when determined to be in the best interest of the University.

The University shall only consider Proposals from financially responsible firms presently engaged in the business of Janitorial and/or Grounds Keeping Services.

Information submitted by each proposer will determine which Proposal will best serve the University. Failure of successful Proposer to accept any items of its proposal as part of the Contract may result in cancellation of the award.

1.5 Calendar of Events/Time Table

Listed below are specific and estimated dates and times of actions related to this Request for Proposal (RFP). The actions with specific dates must be completed as indicated unless otherwise changed by the University. In the event that the University finds it necessary to change any of the specific dates and times in the calendar of events

listed below, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

| EVENT | DATE |
|--|----------------------------|
| Release RFP to Vendors | August 11, 2014 |
| Vendor written Specification & Requirement Questions to System | August 19, 2014 |
| Site Survey/Proposer Meeting | August 19, 2014 9a.m.CST |
| Answer to Vendor Questions (Estimated): | August 21, 2014 |
| Proposals Due @ 2pm CST UWSA Office of Procurement | September 11, 2014 |
| Evaluation Team Proposal/Recommendation Meeting (Estimated) | September 18, 2014 |
| Oral Presentation (Tentative if deemed Necessary) | Week of September 22, 2014 |
| Final Evaluation (Estimated) | September 25, 2014 |
| Notification of Intent to Award Contract (Estimated) | October 14, 2014 |
| Appeals Process Time frame (Estimated) | October 15 - 22, 2014 |
| Contract Award (Estimated) | October 23, 2014 |
| Performance Bond, Certificate of Insurance & Contract Signature Complete | October 15-24, 2014 |
| Transition Time (Estimated) | November 3 – 30, 2014 |
| Start of Contract (Estimated) | December 1, 2014 |

1.6 Fixed Offer Period

All Proposals submitted to obtain Janitorial and Grounds Keeping Services shall remain fixed and valid for acceptance for a one hundred twenty (120) day period starting on the proposal due date, **September 11, 2014**.

1.7 Procuring and Contracting Agency

This Request for Proposal (RFP) is issued by the State of Wisconsin by the University Of Wisconsin System Administration Office Of Procurement, which is the sole point of contact for the State during the proposal evaluation process. The contract resulting from this RFP shall be between the State of Wisconsin, Board of Regents of the University of Wisconsin System doing business as the University of Wisconsin-Superior hereafter referred to as the "University" and the successful proposer hereafter referred to as "Contractor" for the provision of contractual services according to the terms set forth herein. The person responsible for managing the procurement process is **Paul D. Schlough, Procurement Specialist Senior, University of Wisconsin System Administration Office of Procurement (UWSA)**.

1.8 Clarification and/or Revisions to the Specifications or Requirements

Any questions concerning this RFP must be submitted in writing on or before **August 19, 2014** to:

Paul D. Schlough, Procurement Specialist Senior
pschlough@uwsa.edu

Questions regarding this RFP should reference **"RFP PS-14-2596 Question"** in the subject line.

Vendors are expected to raise any questions or exceptions they have concerning the RFP DOCUMENT at this point in the RFP process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the vendor should notify immediately the above named individual of such error and request modification or clarification of the RFP.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or addendums will be provided to all recipients of this initial RFP.

Each proposal shall stipulate that it is predicated upon the requirements, terms, and conditions of this RFP and any supplements or revisions thereof.

If a proposer fails to notify the University prior to the Proposal due date of a known error in the Proposal (an error that reasonably should have been known to the Proposer) and a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Any contact with University employees concerning this RFP is prohibited, except as authorized by the RFP manager during the period from date of release of the RFP until the notice of intent to contract is released.

1.9 Reasonable Accommodations

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a proposal meeting/vendor conference, contact Paul D. Schlough at (608) 265-0557.

1.10 Contract Term

The contract shall be effective on the date indicated on the contract and shall run through June 30, 2016 with four (4) automatic one year renewal options. This contract shall automatically be extended into the next optional period unless either party notifies the other, in writing, one hundred and twenty (120) calendar days prior to the expiration of the initial or succeeding contract terms.

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

1.11 VendorNet Registration

The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the state, including the University of Wisconsin System. Anyone may access VendorNet on the Internet at:

<http://vendornet.state.wi.us> to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state, including the University of Wisconsin System. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. Registration, which is free, guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over \$50,000. Organizations without Internet access may receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at \$50,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

2 Proposal

In order to meet the current needs of the University of Wisconsin-Superior, the Proposal presented is to consist of **Janitorial and Grounds Keeping Services** for University of Wisconsin-Superior for the contract term specified in this Request for Proposal document.

2.1 University Shall Provide

The University of Wisconsin Superior shall provide to the proposer awarded this contract:

- Office Space
- Storeroom & Storage Space
- The University reserves the right to negotiate provisions with the contractor.
- University approval process for contractor staff hires.

2.2 Proposer Shall Provide

The Contractor shall provide to the University of Wisconsin-Superior if awarded this contract:

- Janitorial Services to the University
- Grounds Keeping Services to the University
- Janitorial Supplies & Equipment
- Grounds Keeping Supplies & Equipment
- Staffing and Personnel
- Management Staffing and Personnel
- The University reserves the right to determine and negotiate the requirements of these services.
- University reserves the right to approve Staffing and Personnel hires made by the contractor.

3 Preparing and Submitting Proposal

3.1 General Instructions

The evaluation and selection of a contractor and the contract will be based on the information submitted in the contractor's proposal plus references and any required on-site demonstrations or oral interviews. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

NOTE: Elaborate proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

3.2 Site Survey Meeting /Inspection of Premises

Proposers are invited and encouraged to attend a Site Survey Meeting on August 19, 2014 at 9:00 a.m. Central Standard Time (CST) at the UW-Superior Campus, Belknap & Catlin, Superior, WI in Room 203 Yellowjacket Union.

At that time a review of the Request for Proposal Document and inspection/walk through of the Campus facilities and grounds will be completed. Failure to inspect adequately shall not relieve the contractor from the necessity of furnishing and installing, without additional cost to the University, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

To RSVP Site Survey/Site Inspection Attendance and Obtain Parking Instructions:

Prospective Proposers are to contact:
Laura Gregory, UW-Superior Purchasing Agent
Telephone: 715-394-8383
Email: lgregor1@uwsuper.edu

3.3 Incurring Costs

The University is not liable for any cost incurred by proposers in replying to this RFP.

3.4 Submitting the Proposal

Seven (7) hard copies of the completed proposals, including the signed original, may be mailed, delivered by proposer or by a third-party/courier service **in a sealed envelope or package with the RFP number on the outside.** **One (1) copy of the proposal must be submitted on a USB Flash Drive.** Proposals must be received and date/time stamped prior to 2:00 p.m. CST on the stated proposal due date. Proposals not so date/time stamped shall be considered late. **Late proposals shall be rejected.**

Proposals must be delivered to:

Paul D. Schlough
Procurement Specialist Senior
University of Wisconsin System Administration's Office of Procurement
780 Regent St., Suite 105
Madison, WI53715

Receipt of a proposal by the University mail system does not constitute receipt of a proposal by the Purchasing Office, for purposes of this RFP.

To ensure confidentiality of the document, all proposals must be packaged, sealed and show the following information on the **outside of the package**:

- Proposer's name and address
- Request for proposal title (RFP: Janitorial and Grounds Keeping Services for the University of Wisconsin-Superior)
- Request for proposal number (PS-14-2596)
- Proposal due date September 11, 2014 2:00 PM CST

An original plus 1 copy of the **Cost Proposal (Section C, No. 1)** must be sealed and submitted **as a separate part of the proposal**. The outside of the envelope must be clearly labeled with the words "Cost Proposal, RFP (Name of RFP)" and name of the vendor and due date. The cost proposal is due to the addressee on the due date and time noted above. **One (1) copy of the cost proposal must also be submitted on USB Flash Drive.**

3.5 Proposal Organization and Format

Proposals should be typed and submitted on 8.5 by 11 inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked. The RFP sections which should be submitted or responded to are:

3.5.1 Cover Sheet (DOA-3261)

The cover page DOA-3261 (found on page number 2 of this Request for Proposal (RFP)) must be completed by the proposer and submitted with the proposal.

3.5.2 Section A, No. 4.0 Required Information

3.5.2.1 Name and Address (4.1)

3.5.2.2 Reference List and Contact Information (4.2)

3.5.2.3 Description of Claims or Law Suits (4.3)

3.5.2.4 Written Agreement to Terms (4.4)

3.5.2.5 Invoice Sample (4.5)

3.5.2.6 Personnel Background and Social Security Checks (4.6)

3.5.2.7 Company Information (4.7)

3.5.2.8 Mandatory Qualifications (4.8)

3.5.2.9 Cost Proposal Form (4.9) **(Submitted in a Separate Sealed Envelope)**

3.5.2.10 Technical Services Program Specifications and Requirements (4.10)

3.5.2.11 Personnel, Management and Staff (4.11)

3.6 Proposed Contract for Janitorial and Grounds Keeping Services

The PROPOSED CONTRACT in Section B provides the terms and conditions the University expects to be in the contract between the University and the successful Proposer. Any changes to a proposed term or condition a proposer wishes the University to consider must be submitted with the proposal. The University, in its sole discretion, may modify any portion of this proposed contract.

3.7 Proprietary Information

As the University is a state agency, any restrictions on the data contained within a proposal submitted must be clearly stated on the Proprietary Form, **Section D, Attachment No. 17**. Proprietary information submitted will be handled in accordance with applicable State of Wisconsin law. It is the proposer's responsibility to defend the determination in the event of an appeal or litigation. Data, documentation and innovations contained in the proposal become the property of the University. Excessive designation of information as proprietary may result in disqualification of your Proposal.

4 Required Information

The proposer's response to this subsection must clearly demonstrate the capacity to handle the needs stated in this proposal in addition to the Proposer's current workload. The University reserves the right to request supplementary information deemed pertinent to assure proposers competence, business organization, and

financial resources are adequate to successfully perform services. **Each of the requirements must be responded to in the format and order presented in each section even if the answer is simply yes or no.**

Provide on company letterhead a concise, detailed description of the following:

4.1 Name and Address

The proposer shall submit the name and address of the operating firm. Names of owners or principles of your Firm shall be included. If a corporation, provide date of incorporation and president's name. If other than corporation or partnership, describe organization and name of principals. If an individual or partnership, provide date of organization and name and address of all partners (state whether general or limited partnership). Complete and return vendor Information **Form Section D, Attachment No. 12. Describe any sub-contract relationship your firm intends to enter into in order to provide the services related to this contract. Please include all sub-contract agreements and contact information.**

4.2 Reference List and Contact Information

The proposer shall provide the name, address and phone number of contact person from at least three locations where you provide Janitorial and Grounds Keeping services to universities of larger or at least similar size to the University of Wisconsin-Superior and/or Janitorial and Grounds Keeping services to relevant commercial or institutional Janitorial and Grounds Keeping operations of similar size to the University of Wisconsin-Superior campus. **Complete and return Section D, Attachment No.13.** The University will determine which, if any, references to contact to assess the quality of work performed and personnel assigned to the project. The results of the references will be provided to the review committee and used in reviewing the Proposal.

4.3 Description of Claims or Law Suits

The proposer shall list and describe any claims or lawsuits that have been made against your company for non-performance or inadequate performance as a provider of Janitorial and Grounds Keeping Services or similar venue.

4.4 Written Agreement to Terms

The proposer shall describe your firm's willingness to agree to as written the terms and conditions specified in section B, proposed Contract for Janitorial and Grounds Keeping Services. Describe your firm's approach to meeting these written terms and conditions. **Complete and return Section D, Attachment No 15.**

4.5 Invoice Sample

The proposer shall provide a typical invoice sample assuming each operation to be at a normal operating level.

4.6 Personnel Background and Social Security Checks

The proposer shall provide a statement of procedures for background and social security checks of proposer's personnel. This process must verify compliance with Section B, No 15 General and Technical Requirements, Items 15.2.17 Background Checks and 15.2.18 Social Security Checks.

4.7 Company Information

The Proposer shall provide a general history of the company and appropriate qualifications to provide the required Janitorial and Grounds Keeping Service including environmentally friendly cleaning certifications.

Provide historical background and capabilities of your company with special emphasis on your ability or your licensee's or other agent's ability to provide Janitorial and Grounds Keeping Services to facilities of comparable size and complexity to the University and its infrastructure.

Please demonstrate in writing your ability to deliver the requirements of the contract as documented in this Request for Proposal (RFP). The written response must clearly demonstrate the capacity to deliver the requirements of this RFP in addition to your current workload.

4.8 Mandatory Qualifications

4.8.1 *Business Ownership*

The proposer must currently own the specified business and must have owned and operated the specific business continuously a minimum of five (5) years. Please verify that your business has been in operation for a minimum of five (5) years.

4.8.2 *Operation Financial Capacity Qualification*

The proposer must currently operate University and/or commercial Janitorial and Grounds Keeping Services consisting of minimum annual gross sales of one million (\$1,000,000) in order to qualify for award of the entire Janitorial Services and Grounds Keeping Services Businesses requested in this Request for Proposal (RFP). Please provide proof.

The proposer must currently operate University and/or commercial Janitorial and Grounds Keeping Services consisting of minimum annual gross sales of five hundred thousand (\$500,000) in order to qualify for a partial award of the Grounds Keeping Services or Janitorial Services Businesses requested in this Request for Proposal (RFP). Please provide proof.

4.8.3 *Operating Statements/Proof of Financial Capacity to Provide Service*

Proposer must provide a complete operating statement or annual report as of your last fiscal year of operations.

- A branch/division operating statement or annual report for the area to which the University is assigned.
- Provide the financial and operational capacity to sufficiently support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance.

4.8.4 *Bank References*

Proposer must list three bank references with which your firm is currently transacting business. **Complete and return Section D, Attachment No. 14.**

4.9 Cost Proposal Form (300 points)

The proposer must complete the Cost Proposal Form Section C. This form must be submitted with the proposal in a separate sealed envelope. **(300 points)**

(300 Points)

4.10 Technical Services Program Specifications and Requirements (350 points)

4.10.1 Operational Area Technical Programs (80 points)

Operational Areas:

- Academic Buildings (Barstow, Erlanson, HFA, Library, Old Main, Swenson) and Service Buildings (Greenhouse, Public Safety, US Building, LSNERR)
- Student Activity Buildings (MWC, Student Union)
- Residence Halls (Crownhart, CMO, Hawkes, Ross)
- Campus Grounds Keeping

4.10.1.1 Description of Technical Programs (30 points)

Provide a detailed written description of the following technical programs for each Operational Area (listed above):

- Provide a detailed description of the program you propose to offer for Housekeeping, Sanitation and Daily Cleaning of buildings or grounds keeping for each Operational Area.
- Describe maintenance programs for each area of operation.
- Describe in detail the proposed service level options for each of the following by Operational Area:
 - Entryway
 - Doors and Pushplates
 - Lobbies/Corridors
 - Glass
 - Stairways and Handrails
 - Elevators
 - Offices
 - Retail Areas
 - Restrooms
 - Dining Areas
 - Kitchens
 - Resilient and Hard Floors
 - Carpet
 - Meeting Rooms
 - Ice/Snow Removal
 - Spot cleaning during operational hours
 - Cleaning tools and equipment
 - Tables, staging, chairs,
 - Miscellaneous
 - Landscaping and Turf Management
 - Athletic Field Maintenance

4.10.1.2 Cleaning Frequency (50 points)

Propose the cleaning frequencies by Operational Area. If frequency dictates any procedural changes, define those changes by Operational Area. (Describe by Operational Area)

4.10.2 Supplies (80 points)

All Janitorial and Grounds Keeping supplies must be approved by the University staff prior to use in an Operational Area. Operational Areas are as follows:

- Academic Buildings (Barstow, Erlanson, HFA, Library, Old Main, Swenson) and Service Buildings (Greenhouse, Public Safety, US Building, LSNERR)
- Student Activity Buildings (MWC, Student Union)
- Residence Halls (Crownhart, CMO, Hawkes, Ross)
- Campus Grounds Keeping

4.10.2.1 Describe Supplies to be Used. (60 points)

Describe the cleaning and maintenance supplies to be used in each Operational Area.

4.10.2.2 Environmentally Friendly (Green) Products (20 points)

What supplies and chemicals that are Green Seal certified or environmentally friendly will your company use in maintain the University facilities and Grounds? Describe in detail the environmentally friendly (green) products and equipment that will be used in each Operational Area. Please identify if your company holds a Green Seal certification or equivalent.

4.10.3 Equipment (80 points)

All Janitorial and Grounds Keeping equipment must be approved by the University staff prior to use in an Operational Area. Operational Areas are as follows:

- Academic Buildings (Barstow, Erlanson, HFA, Library, Old Main, Swenson) and Service Buildings (Greenhouse, Public Safety, US Building, LSNERR)
- Student Activity Buildings (MWC, Student Union)
- Residence Halls (Crownhart, CMO, Hawkes, Ross)
- Campus Grounds Keeping

4.10.3.1 Describe Equipment to be Used. (60 points)

- Describe the Janitorial maintenance equipment to be used in each Operational Area.
- Describe the Grounds Keeping Equipment to Be used on the campus grounds.

4.10.3.2 Environmentally Friendly (Green) Products (20 points)

What Green Seal certified or environmentally friendly equipment will your company use in maintaining the University facilities and Grounds? Describe in detail the environmentally friendly (green) equipment that will be used in each Operational Area. Please identify if your company holds a Green Seal certification or equivalent.

4.10.4 Cost Savings (30 points)

Provide a list of suggested cost savings opportunities for the institution. Please make suggestions by Operational Area. Include suggested plan to implement.

(30 points)

4.10.5 Implementation Plan (70 points)

Provide an implementation plan for startup of Janitorial and Grounds Keeping Services at the institution.

(70 points)

4.10.6 Proposed Accounting Forms and Operating Statement (10 points)

Provide written descriptions of your internal accounting program. Include forms used for:

- Daily service evaluations
- Janitorial Service personnel accounting controls
- Grounds Keeping Service personnel accounting controls
- Internal audit system.

(10 points)

4.11 Personnel, Management and Staff (350 points)

Describe in writing the proposed staffing requirements for Janitorial and Grounds Keeping Services at the institution that will be implemented on contract award. **Completion of the Operational Area Staffing Recommendation Form Attachment 19 of this document is required to fulfill this requirement.**

4.11.1 Staffing Plan (300 points)

Proposer shall provide a staffing plan and position title listing of required staff to provide the Janitorial and Grounds Keeping Services and supervision of Janitorial and Grounds Keeping Services at UW-Superior. The staffing list must include: job title, hourly rate of pay, hours per day, hours per week, job description summary.

Please include the following in your staffing requirement written response:

- Staffing Requirements by Operational Area:
 - Academic Buildings (Barstow, Erlanson, HFA, Library, Old Main, Swenson, Service Buildings: Greenhouse, Public Safety, SC Building, LSNERR)
 - Student Activity Buildings (MWC and Student Union)
 - Residence Halls (Crownhart, CMO, Hawkes, Ross)
 - Campus Grounds
- Describe your regional and corporate support system.
- Describe any special resources available to the campus Operations Management Team.
- Provide a schedule of frequency of visits of regional and corporate personnel.
- Provide resumes for the proposed on-site Management Team.
- Discuss corporate training and education opportunities available to your staff.
- Describe your management compensation program. Include fringe benefit opportunities and related costs.
- Describe all employee training programs and your implementation plan.
- Describe your non-management employee compensation program. Include fringe benefit opportunities and related costs.

- University reserves the right to participate and/or approve all staffing and personnel hires made by the contractor.

(300 points)

4.11.2 Work Schedule (10 points)

Please provide a proposed work schedule. **(10 points)**

4.11.3 Security Plan (10 Points)

Please provide security plan. **(10 Points)**

4.11.4 Personnel Training Program (10 points)

Provide an overview of your company's personnel training program and description of programs to maintain a staff of regular employees adequate to perform work required. Describe plans for motivating and maintaining staff. **(10 points)**

4.11.5 Quality Self-Assessment and Control Procedures (20points)

Provide a description of internal quality self-assessment and control procedures. Describe how your company maintains the proposed commitments when absenteeism or strike coverage is encountered. **(20 points)**

5 Proposal Acceptance and Award

5.1 Preliminary Evaluation and Review of Mandatory Qualifications

The proposals will first be reviewed to determine if required information and mandatory qualifications are met. Failure to meet mandatory qualifications will result in rejection of the Proposal. In the event that all vendors do not meet one or more of the mandatory qualifications, the University reserves the right to continue the review of the proposals and to select the proposal that most closely meets the requirements specified in this proposal.

Each proposal shall be evaluated first on whether required mandatory qualification criteria are met on a pass/fail basis.

The qualifications criteria which the proposer must meet to be considered for an award are:

All proposers will at a minimum be required to meet all of the mandatory qualifications noted in Section A item 4 Numbers 4.8) and meet the guidelines and requirements noted in **Section D, Attachment No. 1 through 19**. The proposer will also be required to submit written response to **Section A, Item No. 4 (4.1 through 4.11. in entirety)** and respond to and submit all required attachments within **Section D**. Once minimum requirements are met, accepted Proposals will be reviewed against the stated criteria.

5.2 Evaluation Committee

All accepted proposals shall be evaluated by an evaluation team. Evaluation and selection of the contractor/contractors shall be based on the information submitted in the proposals. The team may review references, require oral presentations and conduct on-site visits to proposer accounts and use the results in scoring the proposals. Proposals from certified Minority Business Enterprises may have points weighted by a factor of 1.00 to 1.5 to provide up to a five percent (5%) preference to these businesses. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. A proposer may not contact any member of a review committee except at the University's direction.

5.3 Right to Reject, Waive and Negotiate Proposal

The University reserves the right to accept or **reject** any and all proposals. The University reserves the right to waive information in the proposals and/or negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the University may negotiate a contract with the next highest scoring proposer.

5.4 Review Criteria

Accepted proposals will be evaluated by the University. Review and selection of a proposal will be based on the analysis of the cost proposal and response to the Required Information Section A, 4.0. Oral interviews may be required after the written proposals are received. Failure to attend an oral interview may result in rejection of the proposer's proposal.

5.4.1 *Required Information (4.0)Criteria*

- 5.4.1.1 Name & Address (4.1)
- 5.4.1.2 Reference List and Contact Information (4.2)
- 5.4.1.3 Description of Claims or Law Suits (4.3)
- 5.4.1.4 Written Agreement to Terms (4.4)
- 5.4.1.5 Invoice Sample (4.5)
- 5.4.1.6 Personnel Background and Social Security Check (4.6)
- 5.4.1.7 Company Information (4.7)
- 5.4.1.8 Mandatory Qualifications (4.8)

5.4.2 Required Information (4.0) Evaluation Criteria/ Point Matrix

| | |
|---|--------------|
| 5.4.2.1 Cost Proposal Form (4.9) | 0-300 Points |
| 5.4.2.2 Technical Services Program Specifications and Requirements (4.10) | 0-350 Points |
| 5.4.2.3 Personnel, Management and Staff (4.11) | 0-350 Points |
| Total Points Possible: | 1000 Points |

5.4.3 Supplier Diversity Preference

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified proposal when that qualified proposal is not more than 5% higher than the apparent low proposal or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

5.4.4 Cost Proposal Calculation: Full Business Award

The lowest aggregate priced proposal will receive 100% of the allotted cost points. All other proposals will be scored using the formula as follows:

$$\frac{\text{Lowest Proposed Cost (Constant)}}{\text{Other Proposer's Cost (Varies according to proposal being scored)}} \times \text{Maximum evaluation points given to cost} = \text{SCORE}$$

Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This result will always be less than one. The result is then multiplied by the number of points given to the cost section of the RFP.

The University reserves the right to select the option in the best interest of the University as determined by the University.

Note: The lowest bidder will not necessarily be chosen.

5.5 Award and Final Offer

The University will compile the final scores (technical and cost) for each proposal. The award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit final and best offers. If final and best offers are requested by the University and submitted by the vendor, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The award then will be granted to the highest scoring proposer. However, a proposer should not expect that the University will request a final and best offer.

5.6 Notification of Intent to Award Contract

All Vendors who responded to this Request For Proposal (RFP) will be notified in writing of the University's intent to award the contract(s) as a result of this RFP.

After notification of the intent to award is made, and under the supervision of University staff, copies of proposals will be available for public inspection from 8:00 a.m. to 4:30 p.m. at 780 Regent Street, Suite 105, Madison, WI 53715. Vendors should schedule reviews with Paul D. Schlough, Procurement Specialist Senior at 608-265-0557.

5.7 Executed Contract to Constitute Entire Agreement

In the event of contract award, the contents of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, the proposal of the successful proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancellation of award. (See Section B, Item No. 17)

5.8 Appeal Process

Notices of intent to protest and protests must be made in writing to the head procuring agency. Protestors should make their protests as specific as possible and should identify statutes and Wisconsin administrative Code provisions that are alleged to have been violated.

Any appeal of the University's award must be made no later than five (5) working days after system Office of Procurement issues the intent to award notice. Written notice of appeal must be filed with the President of the University System in care of:

Rich Lampe
Director, System Office of Procurement
University of Wisconsin system Administration
780 Regent Street
Madison, WI 53715

A complete written appeal must be received by the Director, system Office of Procurement, no later than five (5) working days after the award notice is issued.

Any written protest must be received within ten (10) working days after the notice of intent to award is issued.

The decision of the head of the procuring agency may be appealed to the Secretary of the Department of Administration within five (5) working days of issuance, with a copy of such appeal filed with the procuring agency. The appeal must allege a violation of a Wisconsin statute or a section of the Wisconsin Administrative Code.

Section B

Proposed contract for Janitorial and Grounds Keeping Services.

1 Parties to the Contract

This agreement, hereinafter referred to as “the Contract”, shall be between the State of Wisconsin and Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Superior, hereinafter referred to as the “University”, and the successful proposer, hereinafter referred to as the “Contractor”, for the privilege of the Contractor to provide Janitorial and Grounds Keeping Services to the University of Wisconsin-Superior according to the terms set forth in this contract. The Vice Chancellor of Administration and Finance UW-Superior and/or designee, shall be the representative of the University responsible for the administration of the contract and referred to herein as “the appropriate campus authority”.

2 Applicable Law

This contract shall be governed and interpreted under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal, and local laws, ordinances and regulations in effect during the period of this contract which affect the work or its conduct.

3 Term of Contract

It is the intent of the University to start the resulting contract on the date specified in this document through June 30, 2016 with four (4) automatic one year renewal options. This contract shall automatically be extended each year from the initial year unless UW System Administration Procurement is notified in writing by the Contractor; or notifies the Contractor in writing, 120 calendar days prior to expiration of the initial and/or succeeding contract terms.

4 Excused Performance

If, because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this contract may be extended for a period of time equal to the time that such default in performance is excused.

5 Disclosure

If a public official as defined in section 19.42 Wisconsin Statutes, or an organization in which a State public official holds at least 10% interest, is a party to this proposal, the contract is voidable by the University unless appropriate written disclosure is made to the State of Wisconsin Ethics Board, 125 south Webster Street, Madison, WI 53703.

6 Minority Business

The University of Wisconsin is committed to the promotion of minority business in the state’s purchasing program. With this procurement a successful Contractor is encouraged to purchase services and supplies from minority businesses certified by the Wisconsin Department, Bureau of Minority business Development. The UW Purchasing unit shall require from the successful Contractor a quarterly report of purchases of such supplies and services necessary for the implementation of the contract. A listing of certified minority businesses, as well as the services

and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, 608/267-7806.

The University requests the cooperation of the Contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the University Procurement office on an annual basis.

7 Incorporation of Documents

The University of Wisconsin-Superior Request for Proposal (RFP) to Submit Proposal, the proposer responses, written communications and this Agreement constitutes the entire agreement between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. This Agreement
- B. Proposal No. PS-14-2596
- C. Response received
- D. Written communication starting September 11, 2014

Any conflict of terms shall be governed by the highest listed document.

8 News Releases

News releases pertaining to this contract or any part of proposal No. PS-14-2596 shall not be made without the prior written approval of the University.

9 Insurance Requirements

The Contractor shall bear full and complete responsibility for all risk of damage or loss of equipment, products or money resulting from any cause whatsoever and shall not penalize the University for any losses incurred related to this contract.

COVERAGE AND MINIMUM LIMITS.

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|---------------------------|
| <u>Worker's Compensation (WC)</u> | |
| Statutory Employer's Liability Coverage (B) | \$100,000/500,000/100,000 |
| <u>Commercial General Liability (CGL)</u> | |
| General Aggregate incl. Prdt/co | \$2,000,000 |
| Each Occurrence | \$1,000,000 |
| <u>Automobile Liability (including hired & non-owned)</u> | |
| Combined Single Limit | \$1,000,000 |
| <u>Additional Insured Provision</u> | |

The Contractor shall add the Board of Regents of the University of Wisconsin System, its officers, agents and employees as an additional insured under the commercial general and automobile liability policies, for purpose of this contract.

9.1 Remodeling or Renovation

The above insurances are required to be in effect during the course of any remodeling, renovation or construction done by or at the direction of the contractor.

9.2 Certificate of Insurance Requirements

Upon notification of award and prior to issuance with the required coverage and limits of insurance issued by an insurance company that has an AM Best rating of A-licensed to do business in the State of Wisconsin and signed by an authorized agent.

Certificate of Insurance

The Contractor awarded the business of Janitorial and Grounds Keeping Services will be required to submit to the University of Wisconsin System Administration Office of Procurement a Certificate of Insurance that includes the following components:

- The insurance coverage limits required in Section B item 9 of this RFP Document.
- The University of Wisconsin System location/Institution listed on the Certificate of Insurance.
- The Contract Number (PS-14-2596) listed on the Certificate of Insurance.
- Additional Insured Provision Requirement (as documented in Section B item 9) must be named on the Certificate of Insurance.
- Certificate of Insurance must be current and on file with the University Of Wisconsin System Administration Office Of Procurement at all times during the life of the contract agreement.
- **Any Certificate of Insurance received missing the above named components will place the contract in breach and subject for termination.**

9.3 Commercial General Liability

Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers. The Contractor shall bear the full and complete responsibility for all risk of loss of premises, or damage to equipment, products or money resulting from any cause including that of sub-contractors and shall not penalize the University for any losses incurred related to this contract.

9.4 Covenant Requiring Notice

These policies shall contain a covenant requiring sixty (60) days written notice by the insurer to University of Wisconsin system administration Procurement Office, 780 Regent Street, Madison, WI 53715 before cancellation, reduction or other modifications of coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be extended by the contractor for each subsequent renewal period of the contract. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage requirements are revised.

9.5 Evidence of New Insurance

In the event of non-renewal, cancellation or expiration of insurance, the Contractor shall provide the University evidence of the new source(s) of required insurance within twenty-one (21) calendar days after the University's receipt of the sixty (60) day notice. In the event the Contractor fails to maintain and keep force the insurance herein required, the University shall have the right to cancel and terminate without notice.

9.6 University Right to Cancel Contract

In the event the Contractor fails to maintain and keep in force the insurance herein required, the University shall have the right to cancel and terminate the contract without notice. The Contractor shall advise each insuring agency to automatically renew all policies and coverage in force at the start of and resulting from this contract until specified coverage needs are revised.

10 Performance Bond/Irrevocable Letter of Credit

The successful Proposer, hereafter referred to as “Contractor”, shall be required to furnish a performance bond in the amount of three (3) months of contracted fees/pricing. Such bond must be furnished upon notification by the University of Wisconsin System Administration Office of Procurement, and prior to contract award.

In lieu of the performance bond, the Contractor may provide an irrevocable letter of credit naming the University as beneficiary. The irrevocable letter of credit shall be in the amount specified for the performance bond and the format content required by the University. The performance bond or irrevocable letter of credit shall be furnished by a company licensed to do business in the State of Wisconsin.

The performance bond or irrevocable letter of credit shall be for the entire contract period. If an irrevocable letter of credit is used, the period shall extend one month beyond the contract expiration date. The performance bond or letter of credit shall provide that in the event of non-renewal, the Procurement Services Office, and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract.

In the event of non-renewal, the Contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University’s receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.

Failure to provide the bond or irrevocable letter of credit within twenty-one (21) days of notification of award may result in cancellation of contract award.

11 Promotional Materials

Except as otherwise provided herein, the Contractor agrees not to use promotional or marketing material which state expressly or by fair implication that the University endorses either the contractor or any sponsor of such material. Equipment bearing University of Wisconsin-Superior marks, logos or other indicia of University of Wisconsin-Superior must be purchased from University of Wisconsin-Superior licensees and be used in accordance with University of Wisconsin-Superior policy.

12 Contractor Agrees to Indemnify and Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents from and against any and all claims, losses, liability, costs or expenses (hereinafter collectively referred to as “claims”) occurring in connection with or in any incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by the negligence, misconduct or other fault of the Contractor, its agents, employees, subcontractors or contractors.

13 Nondiscrimination and Affirmative Action

Failure to comply with the conditions of this clause may result in the Contractor becoming declared an “ineligible” Contractor, termination of the contract or withholding of payment.

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination clause.

Failure to comply with the conditions of this clause may result in termination of the contract.

To the extent required by law, 41 CFR 60-1/4 (a) and (b) are incorporated by reference in this contract. Additionally, contractor certifies that the contractor complies with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. Contractor further agrees that he or she will obtain identical certification from any subcontractors.

14 Safety

All material, equipment and supplies provided to the University must comply fully with all safety requirements set forth by the Wisconsin Administrative code, the rules of the Industrial Commission on safety and all applicable OSHA Standards.

15 General and Technical Requirements

15.1 Service Requirements

15.1.1 Service Provided

The Contractor shall provide the services described in the **Proposal** and Contractor’s response to the **Proposal**. Contractor shall furnish all Supplies, equipment, management and labor necessary to carry out the terms and conditions described herein.

15.1.2 Relative Service Items

The Contractor agrees that items relative to obtaining Janitorial and Grounds Keeping Services not covered herein may be added by the University to this Contract without voiding provisions of the existing Contract. Additional services shall be furnished to the University by the Contractor with additional considerations.

15.1.3 Quarterly Business Review

Recognizing that successful performance of this Contract is dependent on favorable response from the users, the Contractor shall meet a least quarterly with the Contract Administrator and/or authorized student committees to

effect adjustments in operations and shall cooperate at all times to maintain maximum efficiency and good public relations with students, faculty and staff. After the initial contract year, the parties may upon mutual agreement adjust the specific terms of this contract where circumstances beyond the control of either party require adjustments. All adjustments shall be proposed in writing by the University to System Administration Office of Procurement for approval prior to becoming effective. All required contract amendment(s) shall be issued by the System Administration Office of Procurement.

15.1.4 Required Permits & Licensing Responsibility

The Contractor shall be financially responsible for obtaining all required permits, licenses (including parking) and bonds to comply with pertinent board of Regents, University of Wisconsin System regulations, and municipal, county, state and federal laws and shall assume liability for all applicable taxes including but not restricted to sales and property.

The Contractor shall furnish all supplies, equipment, management and labor necessary for the efficient operation of the specified services included in this contract, subsequent extensions and amendments.

15.1.5 Determination of Customer Preference

The Contractor shall provide methods of determining customer preference of product and procedures to be applied at various buildings and grounds. The Contractor shall be alert to changing Janitorial service and product trends and new industry standards. As a result, the Contractor shall be expected to initiate ideas for varied methods of Janitorial and Grounds Keeping services and by mutual agreement implement these variations within the conditions of this contract.

15.1.6 Occupation of Premises

The Contractor shall occupy and use the premises, as defined by the University, only for Janitorial and Grounds Keeping services. The University shall not guarantee an uninterrupted supply of electricity or heat. The University shall be diligent in reporting service following an interruption. The University shall not be liable for any loss that may result from the interruption or failure of any such utility services.

15.1.7 Regulation of Method of Service

The University shall have the right to make reasonable regulations on the method of service, operation hours, safety, sanitation, maintenance and use of cleaning equipment and products by Operational Service Area and the Contractor agrees to comply with such regulations. Authorized representatives of the University shall have the full right of access to all Operational Service Areas at any and all times during the Janitorial and Grounds Keeping Services Operation.

15.1.8 Applicable Terms and Obligation

The terms and obligations of this contract shall be applicable to Janitorial and Grounds Keeping services operated in various and separate locations of University owned space (e.g. Union, Residence Halls, etc.), including those locations leased by the University to tenants in which the specified service shall be required. Lessors of space to the University may reserve the right to determine the extent that the specified service shall be provided under this contract on their premises.

15.1.9 Product and Equipment Approval

Prior to the start of the contract and at any time during the life of the contract the University is required to evaluate and approve all Janitorial and Grounds Keeping Product, equipment and procedure prior to use. The university also reserves the right to test product, equipment and procedure prior to implementation.

15.1.10 Sub-Contracts

The University requires prior approval of all sub-contract agreements associated with Janitorial and Grounds Keeping Services the contractor intends to enter into on behalf of the University.

Each contract/agreement shall include specifications which accurately state the responsibilities of the sub-contractor, services to be provided, prices and operational and financial terms, including discounts. Each agreement/contract shall contain a hold harmless provision holding the University harmless and sufficient liability insurance coverage to satisfy the requirements of the University System Risk Management.

The University shall be provided final copy of all resulting contracts/agreements and subsequent amendments by the contractor for the files of UWSA Office of Procurement and the Campus Contract Administrator.

15.2 Personnel, Employment and Staffing

15.2.1 Maintain Adequate Staff

Contractor shall at all times maintain on duty for the University an adequate staff of employees for efficient operation. The contractor shall provide expert administrative, purchasing, equipment consulting and personnel supervision.

An adequate staff of employees, to be approved by the University, shall be on duty to provide the campus efficient, prompt and sanitary service. The University shall have the right to review the staffing patterns and job schedules and require the Contractor to take appropriate action to insure adequate service. The University may require the Contractor to increase staff based on the needs of the operation. The University shall be the final approving authority for adequate staffing requirements.

Contractor shall be responsible for supervision and control of its employees and agents while on University property. The University reserves the right to require the Contractor to remove any employee or agent of the Contractor at any time, whether temporarily or permanently from University property for violation of the rules and regulations of the University .

15.2.1.1 Competent Personnel

The Contractor shall provide competent personnel each day and night shifts, fully trained and approved by the University (Vice Chancellor of Administration & Finance or Designee) prior to start, with sufficient supervision to provide services required.

15.2.1.2 Management Replacement

A management replacement employee used to fill in for employee vacations and sick leave must also be trained prior to work start.

15.2.1.3 Additional Staff as Required

The Contractor may find it necessary to bring in additional staff for carpet cleaning and floor maintenance and/or Grounds Keeping and snow removal. The Contractor may not assign or subcontract any part of this contract without the permission of the University.

15.2.2 Minimum Management Staff

Contractor shall provide On-Site fulltime Management Staff while employees are present, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future Janitorial and Grounds Keeping Service programs and act with full authority on the Contractor's behalf in all matters pertaining to Contract specifications.

15.2.2.1 University Approval of Management Team

The Contractor's management team assigned to the University shall be selected with prior approval of the University. A resume shall be provided to the University for each candidate prior to the selection process. It is desirable that the management team selected for the operations shall remain at the University for a minimum period of one (1) year and as long thereafter as their performance is acceptable to the University.

15.2.2.2 On-Site Management Experience Criteria

It is desirable that the on-site management and supervisory staff be selected from candidates having a minimum of three (3) years' experience and/or equivalent training/formal education. The candidates shall have had demonstrated proficiency with personnel management, custodial training, cost control budge, oral and written communication. The candidates must be experienced in Blood Borne Pathogen cleanup, response and training.

15.2.2.3 On-Site Management Requirement

It is expected that the on-site manager shall be a full-time on-site employee with full authority to work on the Contractor's behalf and with designated representatives of the University in creating and maintaining a high quality service-oriented program.

15.2.2.4 Supervisor/s

The supervisor shall be free to supervise staff during scheduled shifts in each Operational Area. A replacement on-site supervisor is required during extended scheduled or unscheduled absence of regular supervisor. Scheduled absences shall be by mutual agreement.

15.2.2.5 Management Team Requirement

The management team personnel shall have experience in assigned Operational Area.

15.2.2.6 Contractor Initial Staffing Requirement

In the initial contract hiring process the Contractor shall consider UW-Superior Janitorial and Grounds Keeping Staff.

15.2.2.7 Institution Business Requirements and Perspective

The Contractor shall employ a competent management team who will have full authorization to act on the Contractor's behalf. All communications given to management team shall be as binding as if given to the contractor. The Contractor's management team shall establish a mutually agreeable regular line of communication with the Vice Chancellor of Administration and Finance /Designee. The Contractor will define policies and procedures under which the management team will operate.

The Contractor shall collaborate with the Campus Operational Service Area Managers and the Campus Contract Administrator to establish routine reporting of all new employees. The Contractor is responsible for employee's honesty. Any employee who, in the opinion of the University, does not appear to be fully trained shall not be allowed to commence work. Any employee that does not meet the rules and regulations of the University shall be immediately removed from the University account.

Personal appearance of the Contractor's employees must meet generally accepted standards of hygiene and apparel. Whenever the Contractor's employees are providing services on the campus they shall be identified as employees of the Contractor by badges provided at the contractor's expense, stating their name and/or identification number and uniform. The Contractor shall ensure that all employees working on the Campus wear non-sterile gloves while performing janitorial work under this contract.

Smoking and eating are prohibited except where specifically authorized by the University. Smoking is not permitted in Campus buildings and only in designated smoking areas on campus property per Institution policy.

15.2.3 Management Personnel Hiring and Assignment

The University reserves the right to approve management personnel hiring and assignment. The contractor's management staff shall cover all operational hours as determined by the University. The management staff shall be evaluated by the University annually using a mutually acceptable evaluation model.

15.2.4 Job Descriptions

The Contractor shall maintain up-to-date job descriptions and employee classifications in each unit office for all employees.

15.2.5 Personnel List Requirement

The Contractor shall upon request supply the University with a complete list of all employees, supervisors and management by assigned work area. This list shall be updated with each change of personnel. This list must be reviewed and approved annually by the University or at any time upon request.

15.2.6 Personnel Relations of Employees

Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel. Failure to do so may be grounds for the University to recommend dismissal from this account.

15.2.7 Personnel Dismissal

Personnel of the Contractor shall observe and be subject to all regulations of the University. Failure to do so may be grounds for the University to recommend dismissal from this account.

15.2.8 Adequate Staff

The Contractor shall at all times maintain on duty at the University an adequate staff of employees for efficient operation. The Contractor shall provide industry expert administrative, equipment consulting, and personnel supervision as mutually determined.

15.2.9 Training and Development Programs

The Contractor shall have the resources and staff for continually providing satisfactory training and development programs for their employees at all levels of the organization. Regularly scheduled employee training shall be conducted by the Contractor regarding such subjects as defensive driving, equipment repair, and proper sanitation. The Contractor shall be responsible for the expense of such training meetings.

15.2.9.1 Management Trained in University Philosophy, Purpose and Programs

The Contractor shall permit and encourage on-site management/supervisors to attend such meetings as the University may wish to conduct in order that management/supervisors may more completely understand the philosophy, purpose and programs of the University. Such meetings shall be scheduled at a time and place of mutual agreement of the University and contractor. The Contractor shall be responsible for on-site management/supervisor salaries for these meetings.

15.2.9.2 Training Prior to Use of Cleaning Chemicals

The Contractor shall train each of its employees in the proper use of chemicals and cleaning products prior to the use of cleaning chemicals and other cleaning products. Appropriate Safety Training must be conducted and documented in full compliance with any Occupational Health and Safety act or Department of Industry, Labor and Human Relations directives. Upon completion of this training proof of completion shall be documented and placed in the employees personnel file.

The University shall provide to the Contractor Material Safety Data Sheets for products provided by the University.

The Contractor is responsible for compliance with Wisconsin statute 101.58 (Employee Right to Know) and to conduct appropriate training as new chemicals or different mixtures of these chemicals become available, so that each employee is aware of the potential hazard of these chemicals.

15.2.9.3 Asbestos Awareness Training

The Contractor is responsible for conducting asbestos Awareness Training for all employees prior to their first scheduled work assignment. It is intended that all applicable Federal, State and local regulations be strictly adhered to relating to asbestos composition material.

15.2.9.4 Blood Borne Pathogen Cleanup and Response Training

The Contractor is responsible for conducting Blood Borne Pathogen Cleanup and Response training for all employees including management, hourly and other personnel.

15.2.10 Collaborative/Shared Work Areas

The Contractor shall at times be working in areas that have employees of other crews such as student technical crew, food service employees, University physical plant employees, Student Custodial and other Student Staff Members. The Contractor and University shall work to insure cooperative/collaborative attitudes between Contractor employees and members of other crews.

15.2.11 University Regulations and Policy Observance Required

Personnel of the Contractor shall observe all regulations of the University. Failure to do so may be grounds for dismissal. Dismissed employees shall not be transferred to another University of Wisconsin System University serviced by the Contractor.

15.2.12 Professional Consultation

The University may from time to time request the professional services of the Contractor to assist on a consulting basis in the development of specification for new equipment, furniture, floor and wall treatment, lighting, etc.

15.2.13 Uniforms

Employee uniforms shall be provided by the Contractor, which are mutually agreed by the University and Contractor, to be best suited for the job function intended. Uniforms are required to easily and appropriately identify the Contractor and employee by name. Exceptions shall be determined by mutual agreement of the University and Contractor. All employees of the contractor shall wear an approved uniform while on duty at the University.

15.2.14 Employment of Students

The University encourages the Contractor to employ as many students as feasible for all positions resulting from this contract. Recruitment, salary and conditions of employment shall be in keeping with policies of employment for student workers in other comparable campus jobs.

15.2.15 Parking Fees & Permits

The University requires the Contractor to purchase a service vehicle parking permit for each vehicle that is used on campus in the service of the contract. For information regarding parking fees and regulations, please contact: Parking Services.

15.2.16 Report of Child Abuse or Neglect

If , in the course of providing services to University of Wisconsin System Institutions, contractor (or its agent or employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its agent or employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in University of Wisconsin System Institution's Child Abuse and Neglect Policy. If the suspected child abuse or neglect involves University of Wisconsin-Superior, the contractor shall also report that abuse to the University of Wisconsin-Superior Office of Equity and Diversity.

15.2.17 Criminal Background Checks

The University requires the contractor to warrant they are supplying employees that have passed background checks. This includes management, full and part-time staff. The contractor also agrees to defend, indemnify and hold harmless the Board of Regents of the University of Wisconsin System, its officers, employees and agents for any claims, suits or proceedings alleging a breach of this warranty.

Vendors or Contractors whose employees, affiliates, or volunteers will have routine or unsupervised access to vulnerable populations (i.e., minors or medical patients) in the course of the contract represent that these employees, affiliates, or volunteers have satisfied a criminal background check conducted by a criminal background check vendor selected by the Contractor that includes a check of the vendor's proprietary national criminal background check database.

The University reserves the right upon reasonable advance notice to require verification of prior criminal background checks on any employees, affiliates, or volunteers who will be on campus and have routine or unsupervised access to vulnerable populations, to receive confirmation in advance that these individuals have cleared such background check, and to reasonably withhold consent for any individual's presence on campus if no such confirmation is received.

15.2.18 Social Security Verification Check

The University requires the Contractor to supply employees that have passed a social security verification check.

15.3 Supplies and Equipment

15.3.1.1 University Provided Janitorial & Grounds Keeping Supplies and Equipment

It is the expectation of the University that the Contractor will provide all necessary and required Janitorial and Grounds Keeping Supplies and Equipment.

15.3.1.2 Material Safety Data Sheets

The Contractor shall provide Material Safety Data Sheets for all supplies to the University's Environmental Health & Safety Manager or Designee. All equipment must comply with all state and federal safety codes. Any faulty equipment provided by the Contractor shall be prohibited and removed from the University campus.

15.3.1.3 Communication Plan

The Contractor shall collaborate with the Campus Operational Service Area Managers and the Campus Contract Administrator to establish routine reporting of all supplies and equipment.

15.3.1.4 Inventory Management

The Contractor shall manage the inventory level on all supplies and equipment they are responsible for maintaining under this contract.

15.4 Keys and Security

The University will provide Contractor with keys required for access to service areas. These keys or fobs shall not leave the buildings and be secured as determined by University and Contractor by mutual consent. **NO BUILDING**

KEYS MAY BE COPIED. Outside entrance door keys shall be the only keys to be issued to the Contractor's employees and permitted to leave the University. All other keys shall remain on the University Campus at all times. If keys are lost, the Contractor shall be responsible for the total cost of re-keying and replacement of all University Campus locks and keys. Contractor's employees shall not admit anyone to areas controlled by a key in their possession.

The Operational Service Area Manager and Department of Campus Safety must be notified immediately in the event of a lost entrance key or fob.

15.5 Service Duties

15.5.1 University Campus Building Maintenance

It is the Contractor's responsibility to insure the university campus buildings are maintained at a high standard of cleanliness and grounds are maintained for aesthetics and safety. In addition to providing the daily cleaning service, the Contractor should also provide for major cleanup of the University Campus due to emergency/unplanned circumstances such as fires, large pipe breaks with substantial water damage, explosions, large amounts of broken glass, floods, tornadoes and/or other force majeure. The Contractor shall be paid the same hourly rate for completing tasks not specifically covered in this contract. The University shall give specific authorization to contractor for such expenditure of labor. The Contractor should, upon request, provide personnel at any time to clean up after emergencies to minimize damage to the University Campus and disruption for the occupants.

At no time shall the work performed interfere or cause a distraction to occupants and facility users. Contractor's employees shall not disturb belongings and papers of the occupants, use telephones for personal use or any office equipment such as copy machines, television sets, computers and typewriters. Employees shall not open desk drawers or cabinets or tamper with any campus employees personal or University property.

It is the expectation of the Contractor to clean residence hall restrooms a minimum of twice (2) daily, six (6) days a week during the academic term or maximum of seven (7) days per week as determined by the University.

15.5.2 Security

The Contractor's employees must keep all areas locked except to provide janitorial service. Areas only in employee's direct view shall be unlocked in order to maintain security. The Contractor is responsible for security of their equipment, tools and supplies but such shall be accessible to the Campus Contract Administrator or designee for emergency cleanup. The Contractor may be asked to assist with building security procedures as determined by the University and the Contractor.

15.5.3 Damages

The Contractor shall be responsible to repair, replace or indemnify the individual, department or University for property damaged by the Contractor's employees.

15.5.4 Lights

University Campus occupants are responsible for turning lights on and off as necessary in performing their duties. The Contractor's employees shall turn on only lights necessary to illuminate their immediate work area and shall

turn them off upon completion of work. The Contractor's employees shall turn off lights in areas where it is obvious the area is unoccupied.

15.5.5 Lamp Replacement

Janitorial Contractor is responsible for daily replacement of burned out incandescent bulbs and fluorescent tubes on all interior or exterior fixtures, at a height of ten (10) feet and under, that are attached to the University campus. The University shall be responsible for tube/bulb disposal.

15.5.6 Graffiti Marks

Scribbled on interior or exterior University walls, floors, partitions, windows, etc., shall be removed by Contractor as soon as observed using methods least damaging to the surface. Contractor is responsible for reporting any graffiti unable to be removed by notifying the Operational Service Area Manager or Designee.

15.5.7 Trash Removal

Trash removal shall be to dumpster containers located outside of the University buildings. Trash must be placed in trash bags, each bag secured and tied, placed in the dumpsters. Dumpster lids should close completely. Fluorescent tubes shall be boxed up and stored in the proper area. All trash remains the property of the University and salvage of materials by the Contractor and or contractor's employees is prohibited.

15.5.8 Recyclables

All recyclables shall be taken to the appropriate bins on a daily basis. Recyclables shall be placed in their separate containers. All recyclable plastic, aluminum, metal and glass shall be picked up by the University recycling vendor. All recyclables remain the property of the University and salvage of materials by the Contractor and or Contractor's employees is prohibited.

15.5.9 Repair/Replacement

The Contractor shall report daily to the Operational Area Manager or Designee all conditions in the University Campus requiring repair such as broken fixtures, leaking utility pipes and faulty electric switches.

15.5.10 Furniture Moving

It is the responsibility of the Contractor to remove furniture from an office, classroom, meeting or any room for the maintenance of floors. The Contractor will also be responsible for replacing the furniture to its exact location once the floor maintenance has been completed.

15.5.11 Events

It is the Contractor's responsibility to set-up/take-down events scheduled. A major portion of routine event set-up responsibility is athletic and conference center events. Set-up includes furniture, audio and other equipment as needed. Take-down includes furniture, audio and other equipment and returning to storage. Included in the Contractor's responsibilities are major University campus events such as fall and spring graduation. **These types of events may require additional staffing and Contractor should plan accordingly in consultation with the campus.**

15.5.12 *Emergency/Unplanned/Miscellaneous Services*

Discharges from persons who leave deposits in improper places shall be cleaned up at the start of the next shift unless immediate action is needed to minimize damage to the Campus and disruption for the occupants. Messes caused by accidental breakage or spillage of material shall be cleaned up at the start of the next shift unless it is an emergency where immediate action is needed to minimize damage to the University and disruption for the occupants. The Contractor must have a University approved process in place to respond to emergency clean-ups and immediate clean-ups of common areas.

15.6 Janitorial Standards (Attachment 1)

The Contractor will be required to meet all of the Janitorial Standards as documented in Attachment 1 of this RFP document.

The Contractor through innovation, technology or other means shall perform the required cleaning services at frequencies outlined in the cleaning specifications. All cleaning specifications are minimum requirements. Performance will be based on the building management's evaluation of results, not the frequency or method of performance. The evaluation of results will be based on tenant satisfaction, inspections, best trade practices, etc.

15.7 Grounds Keeping Standards (Attachment 2)

The Contractor will be required to meet all of the Grounds Keeping Standards as documented in Attachment 2 of this RFP document.

The Contractor through innovation, technology, or other means shall perform the required Grounds Keeping Services at frequencies outlined in the Grounds Keeping specifications. All Grounds Keeping Specifications are minimum requirements. Performance will be based on the condition of grounds and /or University Management's evaluation of results, not the frequency or method of performance. The evaluation of results will be based on tenant satisfaction, inspections, best trade practices, etc.

15.8 Janitorial and Grounds Keeping Evaluation Form (Attachment No. 3)

Janitorial and Grounds Keeping Evaluation Forms as documented in Attachment No. 3 of this RFP document will be completed by University Staff for quality assurance of Janitorial and Grounds Keeping performance.

15.9 Fiscal and Accounting Requirements

15.9.1 *Record Retention*

Contractor shall maintain complete and accurate records in accordance with accepted industry accounting practices and shall keep in a safe place all such financial records and statements pertaining to the operations of the University for a period of three (3) years from the close of each year's operation.

All records maintained by the Contractor pertaining to the Janitorial and Grounds Keeping Services shall be open to inspection and/or audit by the State of Wisconsin and/or the University System. The Contractor shall advise the Contract Administrator and University's Internal Auditor of the Contractor's schedule of records and operations at the University. The University shall have the option to participate in the Contractor's audits and may request a full report of these audits.

The University's representative or selected auditors may annually or more often if deemed necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor shall be made to ensure that the staffing pattern and other phases of the operation are conducted in the most efficient manner. The purpose of the review is to ensure that the University is provided with quality Janitorial and Grounds keeping services, at the most reasonable price possible.

The Contractor shall maintain complete and accurate records of Janitorial and Grounds Keeping Services in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of three (3) years from the close of each year's operation.

15.9.2 Invoicing Requirements

15.9.2.1 Date of Invoicing

The Contractor shall invoice the University on mutually agreeable dates, for Janitorial and Ground Keeping Services charges and shall accompany this invoice with a detailed explanation of service charges in a mutually agreeable format as proposed.

15.9.2.2 Charges to University

Charges to the University shall be calculated as specified per proposal submittal, required service schedule, Contractor employee time records, service control records and audit of the Contractor's records.

15.9.2.3 Regular Service Charges and Additional Charges

All invoicing for Regular Service Charges per the contract and Additional Charges outside of the contract shall be submitted to the University at the time of regular invoice receipt. The invoice will then be submitted for payment.

15.9.2.4 Incorrect Invoices

Incorrect invoices shall not be processed for payment and will be returned to Contractor.

15.9.2.5 Additional Charges Documentation/Required Proposal

Documentation shall be provided to the University explaining additional billings or other deviations from the standard billing. A separate line item on the invoice shall indicate each additional billing and/or extra work performed. Payment will not be made for unauthorized work. Rates and time required for tasks must be per proposal submitted.

15.9.2.6 Invoice Issue Resolution

On request of the University, the Contractor shall meet with the university and review each invoice and explain deviations and provide required back-up documentation.

15.9.2.7

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt at University of Wisconsin-Superior Accounts Payable. Before payment is made, the University also must verify that all invoiced

charges are correct and identified as being a part of this contract. Only properly submitted invoices shall be officially received for payment. Prompt payment requires that all invoices be clear and complete in conformity with the instructions below.

15.9.2.8 Invoice Format

All invoices must be itemized showing:

- Purchase order number
- Contractor Name, Remit to address
- Product manufacturer's name or abbreviation
- Contractor's catalog and/or stock number(s)
- Prices per the contract, Complete product description
- Manufacturer's product number
- Products covered by the designated purchase order
- Each invoice should contain only those products covered by the purchase order designated on that invoice.
- All invoice prices are to be stated in the same units as the units shown on the proposal form.
- Invoices accompanying deliveries will be in triplicate.

Invoices not meeting the above criteria may disqualify Proposer from future Proposals.

15.9.3 Expenditure Records

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with state and local ordinances.

15.9.4 Right to Audit

The University shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

15.9.5 Contractor Internal Audit

The University shall be informed by the Contractor of the schedule of the contract's audit of the records and operations at the University. The University shall have the option to participate in the Contractor's audits and shall receive full report of these audits.

15.9.6 Purchases and Expenses

The taxes or costs described in this document which are applicable are components of the financial consideration of this contract. Payroll taxes for the Contractor's employees shall be paid by the Contractor to the appropriate Federal, State or local authorities.

16 Escalation Formula for Contract Rate Changes

16.1 Labor Rate/Management Staffing Fee Escalation

The basis for the formula shall be the labor index for Private Industry Workers, Service Workers as published in Employment Cost Index for Compensation (wages, salaries and employer cost for fringe benefits), Table One (1). The base for the labor index shall be July 1 – June 30, 2013.

<http://www.bls.gov/news.release/eci.t01.htm>

Example:

Index Change

Base Index 2013 = 100

Index 2014 = 110

Index Change = 10

% increase = 10 %

Rate Adjustment:

Hourly Rate X 10% = Z

Hourly Rate + Z = New Rate

16.2 Janitorial and Grounds Keeping Supplies and Equipment Fee Escalation

The basis for the formula shall be the Producer Price Index Industry, Janitorial Service as published in the Producer Price Index Industry Data Databases, Tables & Calculators by Subject: Series ID: PCU561720561720, Industry: Janitorial Services, Product: Janitorial Services.

<http://data.bls.gov/cgi-bin/dsrv>

Example:

Index Change

Base Index 2013 = 100

Index 2014 = 110

Index Change = 10

% increase = 10 %

Rate Adjustment:

Hourly Rate X 10% = Z

Hourly Rate + Z = New Rate

17 Contract Cancellation

17.1 Contract Termination

The contract may be terminated by either party on the anniversary of the effective date in any subsequent year of the contract, if either party provides the other party with written notice on hundred and Eighty (180) days prior to such anniversary date.

17.2 Contract Breach

The University may cancel this contract for breach, as determined by the University, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest.

The University shall provide ten (10) calendar days written notice of contract breach and unless within ten (10) calendar days such neglect has ceased and arrangements made to correct, the University may cancel the contract by giving sixty (60) days-notice, in writing, by registered or certified mail of its intention to cancel this contract.

Should the University breach any terms or provisions of this contract, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Contractor may cancel the contract by giving sixty (60) days-notice, in writing, by registered or certified mail of its intention to cancel this contract.

17.3 Non-Appropriation of Funds

The University may discontinue this contract, in whole or in part, without penalty at any time due to non-appropriation of funds.

17.4 Failure to Maintain Insurance Requirements

If the Contractor fails to maintain and keep in force required insurance, the University shall have the right to cancel and terminate the contract without notice.

18 University of Wisconsin System Administration (UWSA) Contract Administrator

The University of Wisconsin System Administration (UWSA) Contract Administrator is:

Paul D. Schlough
Procurement Specialist, Senior
UWSA Office of Procurement
780 Regent Street, RM 105
Madison, WI 53715

19 Proposer Contract Administrator

The successful proposer is required to name a Contract Administrator to represent the Contractor.

20 Campus Contract Administration

The Campus Contract Administrator for the University is:

TBD
Vice Chancellor of Administration & Finance
Belknap & Catlin, Old Main 203, P.O. Box 2000
Superior, WI 54880
Phone: 715-394-8014
Email: TBD

Operational Area Managers:

Tom Fennessey, Director
Facilities Management/Academic Buildings & Grounds
University of Wisconsin-Superior
Belknap & Catlin, P.O. Box 2000
Superior, WI 54880
Phone: 715-394-8122
Email: tfennes@uwsuper.edu

Harry Anderson, Director
Union & Marcovich Wellness Center
University of Wisconsin-Superior
Belknap & Catlin, P.O. Box 2000
Superior, WI 54880
Phone: 715-395-4652
Email: handerso@uwsuper.edu

Ryan Kreuser, Director
Residence Life
University of Wisconsin-Superior
Belknap & Catlin, P.O. Box 2000
Superior, WI 54880
Phone: 715-394-8538
Email: rkreuser@uwsuper.edu

21 Miscellaneous

21.1 Ability to Separate

Ability to Separate: If any provision of the contract shall be, or shall be adjudged to be, unlawful or contrary to public policy, then that provision shall be deemed to be null and separable from the remaining provisions, and shall in no way affect the validity of this contract.

21.2 Waiver

Waiver: A waiver by either party of any terms or conditions, provisions, or covenants of this contract in any instance shall not be deemed or construed to be a waiver of any such term, condition, provision, or covenant for the future, or of any subsequent breach of same. All remedies, rights, undertakings, obligations, and agreements contained in this contract shall be cumulative and shall not be in limitation of any other right, remedy, undertaking, obligation, or agreement of either party.

21.3 Amendments

Amendments: This contract may be modified or amended in writing signed by authorized signatories of the Contractor and University.

21.4 Adverse Interests

Adverse Interests: During the term of this contract and any renewals, the Contractor will not provide services nor enter into any agreement to provide services to a person or organization that has interests that are adverse to the University. If the University believes that the Contractor is violating this paragraph, the University will notify the Contractor in Writing by certified mail. The University and the Contractor will meet and discuss the alleged violation within thirty (30) days of such notice and in good faith seek a mutually acceptable resolution.

21.5 Assignments

Assignment: Contractor shall not assign or subcontract any of its rights or obligations under this contract in whole or in part without prior written consent of the University. Any attempted assignment or subcontracting without consent shall be void and of no effect.

21.6 Counterparts

This contract may be executed in two counterparts, each of which shall be deemed an original, and both of which shall constitute a contract.

Section C

1 Cost Proposal Form: Full Business Award Option

Subject: Janitorial and Grounds Keeping Services for the University of Wisconsin-Superior.

We, the undersigned, in compliance with the Request for Bid No. PS-14-2596 for Janitorial and Grounds Keeping Services dated August 11, 2014 hereby bid the following Cost Proposal to the University of Wisconsin-Superior for Janitorial and Grounds Keeping Services as follows: (In making these Cost Proposals we acknowledge that we have read and understood this Request for Proposal (RFP) and hereby submit our Cost Proposal in accordance with the terms and conditions of the Request for Proposal (RFP) specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.)

1.1 Labor Proposal:

1.1.1 Labor/Staffing: Rate Per Hour

Note: Reference Material: Current State Staffing Defined in Attachment 8 of this RFP Document.

| Position Title | Number of Positions Required | Labor Rate Per Hour Proposed |
|-----------------|------------------------------|------------------------------|
| Custodian: | | |
| Grounds Keeper: | | |

1.1.2 Management Staffing: Annual Fee

| Fee Type | Annual Management Staffing Fee Proposed |
|-----------------|---|
| Management Fee: | |

1.2 Supplies Fee Proposal

1.2.1 Janitorial and Grounds Keeping Supplies Fee (Reference: Attachment 10: Supplies (Past Fiscal Year Estimated Usage and Spend))

The University will pay the Contractor a Janitorial and Grounds Keeping Supplies Fee by June 30 of each year of the contract.

Note: Reference Material: Attachment 10 of this RFP Document (Supplies Past Fiscal Year Estimated Usage and Spend)

| Operational Area | Supply Type | Proposed Supplies Fee Per Year: |
|--|--|---------------------------------|
| Yellowjacket Union/Marcovich Wellness Center | Janitorial Supplies | |
| Academic Buildings | Janitorial Supplies | |
| Residence Life | Janitorial Supplies | |
| Grounds Keeping Supplies | Grounds Keeping Supplies | |
| Total Proposed Supplies Fee Per Year: | Janitorial and Grounds Keeping Supplies | |

1.3 Equipment Fee Proposal

1.3.1 Equipment Fee (Annual)

The Proposer agrees to provide all Janitorial and Grounds Keeping necessary to perform Janitorial and Grounds Keeping Services. Reference: Current Equipment listed in Attachment No. 9 of this RFP document:

The University will pay the contractor a Janitorial and Grounds Keeping Equipment Fee by June 30 of each year of the contract.

| Equipment Type: | Proposed Equipment Fee Per Year: |
|--|----------------------------------|
| Janitorial Equipment: | |
| Grounds Keeping Equipment: | |
| Total Proposed Janitorial and Grounds Keeping Equipment Fee Per Year: | |

2 Cost Proposal Form: Partial Award Option: Yellowjacket Union/Marcovich Wellness Center

2.1 Labor Proposal

2.1.1 Labor/Staffing: Rate Per Hour

Note: Reference Material: Current State Staffing Defined in Attachment 8 of this RFP Document.

| Position Title | Number of Positions Required | Labor Rate Per Hour Proposed |
|----------------|------------------------------|------------------------------|
| Custodian | | |

2.1.2 Management Staffing: Annual Fee

| Fee Type | Annual Management Staffing Fee Proposed |
|-----------------|---|
| Management Fee: | |

2.2 Supplies Proposal

2.2.1 Janitorial Supplies Fee (Reference: Attachment 10: Supplies (Past Fiscal Year Estimated Usage and Spend))

The University will pay the contractor a Janitorial and Grounds Keeping Supplies Fee by June 30 of each year of the contract. **Note: Reference Material: Attachment 10 of this RFP Document (Supplies Past Fiscal Year Estimated Usage and Spend)**

| Operational Area | Supply Type | Proposed Supplies Fee Per Year: |
|--|---------------------|---------------------------------|
| Yellowjacket Union/Marcovich Wellness Center | Janitorial Supplies | |

2.3 Equipment Fee Proposal:

2.3.1 Equipment Fee (Annual)

The Proposer agrees to provide all Equipment necessary to perform Janitorial Services. Reference: Current Equipment listed in Attachment No. 9 of this RFP document:

The University will pay the Contractor a Janitorial and Grounds Keeping Equipment Fee by June 30 of each year of the contract.

| Equipment Type: | Proposed Equipment Fee Per Year: |
|-----------------------|----------------------------------|
| Janitorial Equipment: | |

3 Cost Proposal Form: Partial Award Option: Academic Buildings

3.1 Labor Proposal

3.1.1 Labor/Staffing: Rate Per Hour

Note: Reference Material: Current State Staffing Defined in Attachment 8 of this RFP Document.

| Position Title | Number of Positions Required | Labor Rate Per Hour Proposed |
|----------------|------------------------------|------------------------------|
| Custodian | | |

3.1.2 Management Staffing: Annual Fee

| Fee Type | Annual Management Staffing Fee Proposed |
|-----------------|---|
| Management Fee: | |

3.2 Supplies Proposal

3.2.1 Janitorial Supplies Fee (Reference: Attachment 10: Supplies (Past Fiscal Year Estimated Usage and Spend))

The University will pay the Contractor a Janitorial and Grounds Keeping Supplies Fee by June 30 of each year of the contract. **Note: Reference Material: Attachment 10 of this RFP Document (Supplies Past Fiscal Year Estimated Usage and Spend)**

| Operational Area | Supply Type | Proposed Supplies Fee Per Year: |
|--------------------|---------------------|---------------------------------|
| Academic Buildings | Janitorial Supplies | |

3.3 Equipment Fee Proposal:

3.3.1 Equipment Fee (Annual)

The Proposer agrees to provide all Equipment Necessary to Perform Janitorial Services. Reference: Current Equipment listed in Attachment No. 9 of this RFP document:

The University will pay the Contractor a Janitorial and Grounds Keeping Equipment Fee by June 30 of each year of the contract.

| Equipment Type: | Proposed Equipment Fee Per Year: |
|-----------------------|----------------------------------|
| Janitorial Equipment: | |

4 Cost Proposal Form: Partial Award Option: Residence Life

4.1 Labor Proposal

4.1.1 Labor/Staffing: Rate Per Hour

Note: Reference Material: Current State Staffing Defined in Attachment 8 of this RFP Document.

| Position Title | Number of Positions Required | Labor Rate Per Hour Proposed |
|----------------|------------------------------|------------------------------|
| Custodian | | |

4.1.2 Management Staffing: Annual Fee

| Fee Type | Annual Management Staffing Fee Proposed |
|-----------------|---|
| Management Fee: | |

4.2 Supplies Proposal

4.2.1 Janitorial Supplies Fee (Reference: Attachment 10: Supplies (Past Fiscal Year Estimated Usage and Spend))

The University will pay the Contractor a Janitorial Supplies Fee by June 30 of each year of the contract. **Note:** Reference Material: Attachment 10 of this RFP Document (Supplies Past Fiscal Year Estimated Usage and Spend)

| Operational Area | Supply Type | Proposed Supplies Fee Per Year: |
|------------------|---------------------|---------------------------------|
| Residence Life | Janitorial Supplies | |

4.3 Equipment Fee Proposal:

4.3.1 Equipment Fee (Annual)

The Proposer agrees to provide all Equipment Necessary to Perform Janitorial Services. Reference: Current Equipment listed in Attachment No. 9 of this RFP document:

The University will pay the Contractor a Janitorial and Grounds Keeping Equipment Fee by June 30 of each year of the contract.

| Equipment Type: | Proposed Equipment Fee Per Year: |
|-----------------------|----------------------------------|
| Janitorial Equipment: | |

5 Cost Proposal Form: Partial Award Option: Grounds Keeping

The University Reserves the Right to Contract for Janitorial and Grounds Keeping Services by Operational Service Area. Operational Area: Grounds Keeping

5.1 Labor Proposal

5.1.1 Labor/Staffing: Rate Per Hour

Note: Reference Material: Current State Staffing Defined in Attachment 8 of this RFP Document.

| Position Title | Number of Positions Required | Labor Rate Per Hour Proposed |
|----------------|------------------------------|------------------------------|
| Grounds Keeper | | |

5.1.2 Management Staffing: Annual Fee

| Fee Type | Annual Management Staffing Fee Proposed |
|-----------------|---|
| Management Fee: | |

5.2 Supplies Proposal

5.2.1 Grounds Keeping Supplies Fee (Reference: Attachment 10: Supplies (Past Fiscal Year Estimated Usage and Spend))

The University will pay the Contractor a Janitorial and Grounds Keeping Supplies Fee by June 30 of each year of the contract. **Note: Reference Material: Attachment 10 of this RFP Document (Supplies Past Fiscal Year Estimated Usage and Spend)**

| Operational Area | Supply Type | Proposed Supplies fee Per Year: |
|------------------|-----------------|---------------------------------|
| Grounds Keeping | Grounds Keeping | |

5.3 Equipment Fee Proposal:

5.3.1 Equipment Fee (Annual)

The Proposer agrees to provide all Equipment Necessary to Perform Grounds Keeping Services. Reference: Current Equipment listed in Attachment No. 9 of this RFP document:

The University will pay the Contractor a Janitorial and Grounds Keeping Equipment Fee by June 30 of each year of the contract.

| Equipment Type: | Proposed Equipment Fee Per Year: |
|----------------------------|----------------------------------|
| Grounds Keeping Equipment: | |

6 Standard Terms and Conditions

Standard Terms and Conditions Pages: 54 through 57 of this Request for Proposal (RFP) Document.

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written

Standard Terms And Conditions (Request For Bids / Proposals)

contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

Standard Terms And Conditions (Request For Bids / Proposals)

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

Section D

1 Attachment 1: Janitorial Service Standards

The contractor through innovation, technology, or other means, shall perform the required cleaning services at frequencies outlined in the cleaning specifications. All cleaning specifications are minimum requirements. Performance will be based on the building management's evaluation of results, not the frequency or method of performance. The evaluation of results will be based on tenant satisfaction, inspections, best trade practices, etc. Final results will be the determining factor for the success or failure of this contract.

ENTRANCES - Daily

Mats and Carpet - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall be cleaned daily. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.

Glass and Metal Surfaces - Shall appear streak-free, film-free and uniformly clean. This shall include the elimination of dust and soil from sills and ledges and heat registers.

Corners/Thresholds - Shall be free of dust, dried-soil, crud, finish build-up and debris. This shall include the elimination of cleaner residue.

Floors and Covebases - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

ELEVATORS-Weekly

Tracks - Shall be free of dirt and debris. Tracks shall appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures

Lights - Shall be free of dust and soil and stains without causing damage. Diffusers shall remain in proper position; they shall appear streak-free, film free, and uniformly clean.

Walls and Doors - Shall be free of dust, soil, spots and stains without causing damage. Bright metal surfaces shall be polished to a high-shine. This shall include the elimination of polish residue and/or film.

Floors, Carpet and Covebases - Shall be free of dust, dried soil, soil, gum, spots, stains and other debris. Hard/resilient floors shall have multiple coats of a slip resistant seal and finish applied that result in a consistent high-shine. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects.

CORRIDORS/HALLWAYS- Daily

Floors and Covebases - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Walls and Fixtures - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

Water Fountains - Shall be free of dust, soil, scale and water spots without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. This shall include the elimination of film and cleaner residue.

STAIRWELLS-Daily

Rails and Walls - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.

Steps and Landings - Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and covebases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

RESTROOMS-Daily

Dispensers - Shall be free of dust, dried-soil, bacteria and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue. Dispensers shall be refilled when required with proper expendable supply item.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue, and soap film without causing damage. This shall include the elimination of streaks, embedded soil, film, and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall be streak-free, film-free and uniformly clean.

Toilets and Urinals - Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall be visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.

Partitions - Shall be free of dust, soil and graffiti without causing damage. Partitions shall be disinfected and polished-dry. This shall include the elimination of streaks and film.

Waste Containers - Contents shall be removed from waste containers and can liners replaced. Inside and outside of the container shall be cleaned and disinfected. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Walls and Doors - Shall be free of dust, soil, spots and stains without causing damage. These surfaces shall be clean/disinfected. This shall include the elimination of film, streaks and cleaner residue. Ceramic walls and wainscots; and metal kick plates, handles and push plates on doors shall also be polished-dry.

Floors and Baseboards - Shall be free of dust, soil, gum, stains and debris. Floors shall have multiple coats of a slip-resistant seal/finish applied that results in a consistent shine. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and shall be streak-free.

OFFICES Suites, CLASSROOMS, LECTURE HALLS, Labs (science & computer) and MEETING ROOMS-Daily, unless noted

Furniture (tables, chairs, tablets, etc.) - Shall be free of dust, soil, cleaner residue and soap film without causing damage. This shall include the elimination of dust streaks, cleaner residue, embedded/attached soil and foreign objects. Table/desk tops and arms of chairs shall be wiped down daily with disinfectant during academic year.

Telephones - shall be free of dust and soil. They shall be visibly and uniformly clean, and polished-dry.

Lamps - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of streaks, cleaner residue and film.

White Board / Chalk Board - Shall be free of dust without causing damage. These surfaces shall be visibly and uniformly clean. This shall include the elimination of streaks and cleaner residue. Remove marker dust from marker tray and vacuum excessive chalk from erasers. Deep clean surface with an approved dry erase board cleaner, once a month.

Walls and Doors - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and canliners replaced, *as required*. Inside and outside of the container shall be cleaned and disinfected. Containers shall be visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Floors, Carpet and Baseboards - Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and covebases shall appear visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects. Traffic lanes in carpeted areas shall be vacuumed daily; all carpeted areas weekly.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall be disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

Sinks - Shall be free of dust, bacteria, soil, cleaner residue, and soap film without causing damage. They shall be visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film, and water spots.

Mirrors - Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.

Tables - Shall be free of dust, bacteria, soil, cleaner residue, and soap film without causing damage. Table/desk tops and arms of chairs shall be wiped down daily with disinfectant during academic year. This shall include the elimination of dust streaks, cleaner residue, embedded soil and foreign objects.

WINDOWS-Weekly

Glass - Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall be visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

COMMON AREAS-Library, Union, MWC, Study Lounges-Daily

Furniture (tables, chairs, tablets, etc.) - Shall be free of dust, soil, cleaner residue and soap film without causing damage. Table/desk tops and arms of chairs shall be wiped down daily with disinfectant during academic year. This shall include the elimination of dust streaks, cleaner residue, embedded/attached soil and foreign objects.

Lamps - Shall be free of dust, dried-soil and soil without causing damage. Lamps shall be visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Glass - Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall be visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Walls and Doors - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and canliners replaced, *as required*. Inside and outside of the container shall be cleaned and disinfected. Containers shall be visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Floors, Carpet and Baseboards - Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and covebases shall be visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects. Traffic lanes in carpeted areas shall be vacuumed daily; all carpeted areas weekly.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall be visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

COMMON AREAS-Auditorium, Theater-weekly, except during performance periods

Furniture (tables, chairs, tablets, etc.) - Shall be free of dust, soil, cleaner residue and soap film without causing damage. They shall be visibly and uniformly clean. Arms of chairs shall be wiped down with disinfectant between performances. This shall include the elimination of dust streaks, cleaner residue, embedded/attached soil and foreign objects.

Lamps - Shall be free of dust, dried-soil and soil without causing damage. Lamps shall be visibly and uniformly clean. This shall include the elimination of streaks, cleaner residue and film.

Glass - Shall be free of dust and soil without causing damage. This also applies to adjoining sills, blinds and framework. They shall be visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.

Walls and Doors - Shall be free of dust, dried-soil and soil without causing damage. This shall include the elimination of film, streaks and cleaner residue.

Waste Containers - Contents shall be removed from waste containers and canliners replaced, *as required*. Inside and outside of the container shall be cleaned and disinfected. Containers shall be visibly and uniformly clean. This

shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container.

Floors, Carpet and Baseboards - Shall be free of dust, dried-soil, soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors, carpet and covebases shall be visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue, embedded soil and foreign objects. Traffic lanes in carpeted areas shall be vacuumed daily; all carpeted areas weekly.

Hardware - Shall be free of dust, soil, bacteria and scale without causing damage. Brightwork shall be visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.

MISCELLANEOUS-as noted

Air Vents - Shall be free of dust and soil. This also applies to air distribution units and exhaust vents. They shall be cleaned monthly.

Light Fixtures - Shall be free of dust and soil without causing damage. Diffusers shall remain in proper position, and appear streak-free and uniformly clean. They shall be cleaned monthly

Outside of Building – Shall be free of cigarette butts, paper, cans, bottles, and other similar trash. Outside walkway between the main entrance door and the sidewalk swept clean of sand, dirt, and salt. Contents of Outside waste containers should be removed and canliners replaced, *as required*. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, foodstuff and the presence of an offensive odor emitting from the container. Daily

Campus Sidewalks/Building Entrances – Shall be cleared of snow and ice during winter months. Snow shoveling or sweeping will be considered part of the daily work load during the winter months. This will be, as needed, dependent on time of day of snowfall. Contractor employees on all shifts will be expected to clear snow and ice on sidewalks and entrances.

Room/Meeting Set-ups – Rooms and/or areas require different furniture set-ups to accommodate the meeting/events and other major campus activities. Contractor will be responsible for event set-ups. Contractor will assist with set-ups for athletic events. This information will be provided to the Contractor on a weekly basis via Log book, e-mail and/or face to face meeting with Contractor. Contractor will receive known event set-ups on the Friday previous to the week of events. Occasionally, there are last minute requests to accommodate. Week is defined as Monday through Sunday. Event information will list date, time, room number, and set-up format.

Furniture Moving- Furniture that should be moved to accommodate a cleaning process will be the responsibility of the Contractor. Annual stripping & waxing of floors will result in the need to remove furniture from room to enable the stripping & refinishing process. Annual carpet cleaning will result in the need to remove furniture from room to accommodate carpet extraction. Furniture will be moved back into room, by the Contractor, after the cleaning process.

JANITOR CLOSETS AND STOREROOM

Shelves - Shall be free of dust, dried-soil and soil. They shall be visibly and uniformly clean. Supplies and equipment shall be stocked and organized, neatly on shelves.

Janitor Carts - Shall be free of dust, dried-soil and soil. They shall be visibly and uniformly clean. Supplies and equipment stored on janitor carts shall also be free of dust and soil, and organized, neatly.

Walls - Shall be free of dust, dried-soil and soil without causing damage. They shall be visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue.

Utility Sinks - Shall be free of dust, soil, cleaner residue, and soap film. Utility sinks shall be visibly and uniformly clean. This shall include the elimination of streaks, embedded soil, film, and water spots. Brightwork shall be cleaned, de-scaled and polished.

Floors - Shall be free of dust, dried-soil, gum, spots, stains and debris. Hard/resilient floors shall have multiple coats of a slip-resistant seal and finish applied that result in a consistent high-shine. Floors shall be visibly and uniformly smooth and clean. This shall include the elimination of dust streaks, lint, standing water, cleaner residue and film.

Academic and Administration Buildings

Daily

- Empty trash and recyclables
- Clean and restock restrooms daily
- Vacuum carpet and edges
- Sweep and mop hard floors
- Clean door and entry glass
- Clean stairwells
- Clean chalkboards, white boards (unless it says "Save"), and trays
- Tasks assigned to specific locations
- All lights are turned off and appropriate doors are locked upon completion of cleaning
- Site supervisor checks the entire area at the end of the shift to ensure all cleaning specifications are completed and doors are locked
- Seasonal snow removal from entrances and sidewalks.

Weekly

- Dust horizontal surfaces
- Spot clean walls, doors, radiators, etc.

Monthly

- Spot clean carpet in aisle ways
- Spot clean carpet in elevator cars

Quarterly

- Dust vents and louvers
- Thoroughly vacuum under desks and edges
- Clean interior office glass
- Scrub restroom floors and cove base

Semi-Annually

- Clean all carpet
- Clean interior glass

Annually

- Refinish hard surface floors
- Thoroughly clean all classroom and meeting room furniture

Auditorium and/or Theater

Daily (When Theater is used - it is important to note that the Theater must be cleaned between all functions)

- Empty trash and recyclables
- Clean and restock restrooms
- Vacuum carpet and edges
- Sweep and mop hard surface floors
- Clean door and entry glass
- Clean dressing rooms and showers
- Clean Theater lobby and stairwells
- Clean coat room
- All lights are turned off and appropriate doors are locked upon completion of cleaning
- Site supervisor checks the entire area at the end of the shift to ensure all cleaning specifications are completed and doors are locked

Weekly (when Theater is used)

- Dust horizontal surfaces
- Spot clean walls, doors, etc.
- Clean Theater booth and office
- Spot clean radiators

Quarterly

- Clean walkway carpet
- Dust vents and louvers
- Thoroughly vacuum carpets and edges

Semi-Annually

- Clean Theater chairs

Residence Hall Residence Halls

During the nine month academic year there will be 2 shifts on weekdays: the first shift from 8:30am to 4:30pm and the second from 12:00pm to 8:00pm. During weekends or holidays there will be one shift from 10:00 am until 6:00pm. During the summer break no custodial services are needed.

LOBBY/LOUNGE/STUDY AREAS/HALLWAYS AND STAIRWELLS/ELEVATORS/VESTIBULE/VENDING AREAS

Daily

- Walk entire building and pick up garbage and spot clean any dirty messy areas
- Spot clean elevator walls and controls
- Empty all public waste cans and remove recyclables
- Sweep outside patios, empty trash, and ashtrays
- Clean and restock all restrooms after 10:00am
- Seasonal, snow removal from entrances and sidewalks
- Sweep and dust entries and vestibules

Weekly

- Spot clean glass
- Clean shower curtains and deep clean showers
- Clean all inside and outside glass at entrances

Monthly

- Clean air vents, louvers
- Carpet shampooing in student spaces as needed

Annually

- Wash all light fixtures in public areas

Work to be done by University Student Employees:

All work in public areas, and in private spaces not specified above will be done by the University Student Custodians.

Personnel and Staffing

The contractor shall at all times maintain an adequate staff of employees for efficient operation. The contractor shall provide on-site management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future snow removal needs and to act with full authority on the contractor's behalf in any and all matters pertaining to this contract's specifications.

Equipment and Maintenance

- A program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning equipment owned by the contractor shall be instituted and carried out by the contractor. The University shall not perform any maintenance or repair on any equipment owned by the contractor.
- During the course of performing the service necessary to satisfy the requirements of this bid the contractor is fully liable for public and private protection while work is in progress or at any dump site exposed as a potential hazard. The contractor must provide warning devices and/or signs which shall be prominently installed, displayed, and in working condition and be fully in compliance with all safety regulations.

2 Attachment 2: Grounds Keeping Standards

The contractor through innovation, technology, or other means, shall perform the required grounds keeping services at frequencies outlined in the grounds keeping specifications. All grounds keeping specifications are minimum requirements. Performance will be based on the building and/or campus management's evaluation of results, not the frequency or method of performance. The evaluation of results will be based on tenant satisfaction, inspections, best trade practices, etc. Final results will be the determining factor for the success or failure of this contract.

GROUND S KEEPING DUTIES-Daily

Outside Entrances - Shall be free of spots, stains, gum, dirt and debris without causing damage. They shall be swept weekly. In winter, entrances shall be free of snow and ice; sidewalk melt should be used as needed to reduce icy surfaces.

Sidewalks - Shall be free of garbage, trash and tobacco butts. In winter, sidewalks shall be free of ice; sidewalk melt should be used as needed to reduce icy surfaces.

Mow, trim, rake, edge, aerate & water grass – Duties shall be assigned by Contractor's supervisor and shall be done on a daily basis.

Pick-up & dispose of litter and other debris on campus property- Duties shall be assigned by Contractor's supervisor and shall be done on a daily basis.

Top dress, seed and sod lawns- As determined by campus management & Contractor.

Weed, till and mulch- As determined by campus management & Contractor.

Layout and stripe athletic & soccer fields-As determined by athletic schedule, campus management & contractor.

Apply fertilizer to university grounds- As determined by campus management & Contractor.

Plant & prune trees & shrubs; plant annuals & perennials- As determined by Campus management & Contractor

WINTER SNOW & ICE REMOVAL-Daily

Operate Contractor owned power equipment- including end loaders, pick-up trucks, power brooms, snow blowers, etc. in plowing, brushing and shoveling snow from campus roads, walks and parking lots.

Operate Contractor owned power equipment-including light vehicles in spreading salt and sand on campus roads, walks and parking lots.

Operate Contractor owned equipment-including loaders and/or dump trucks in removal of snow to off-site locations, as determined by campus management & Contractor.

Use Contractor owned hand tools-such as snow shovels, brushes and brooms where necessary; clean and de-ice curb cuts as determined by campus management & Contractor.

MANUAL DUTIES-As needed

Move furniture & equipment-move tables, chairs, staging, equipment, etc. as requested in support of campus events.

Pick-up surplus items- such as furniture & equipment from campus departments and place in storage.

Pick-up recycling on campus-such as cardboard, paper, fluorescents, ballasts, confidential shredding, etc. and take to recycling location as determined by campus management & Contractor. Haul debris and trash to landfills or to salvage yards as determined by campus management & Contractor.

Erect portable bleachers-as/if needed as determined by campus management & Contractor.

Installation of miscellaneous items-such as campus traffic/informational signs.

Perform clean-up duties- such as sweeping up broken glass and other debris such as paper, bottles, boxes, etc., from parking lots and other areas of campus.

Turf

Turf Requirements:

- Mowing: Weekly or as required throughout the growing season. Lawns shall be mowed at a height between 2-3/4" and 3". The Contractor shall adjust lawn mowing height if requested by the university. Trash and debris, if present, shall be removed and disposed of prior to mowing. Contractor shall move any outdoor equipment, trash containers, picnic tables or any other item of value for mowing and shall return all items to original locations.
- Grass Clippings: Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mower causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. The Contractor shall be responsible for removing grass clippings from sidewalks, parking areas, planted areas, barked or mulched areas, and other areas that are not part of the grass being mowed.
- Trimming: Contractor shall be responsible at every mowing for trimming around trees, sign posts, near buildings, in curbs and gutters, around all dumpsters and dumpster area, and any other part of the lawn area where the lawn mowers may not be able to reach during mowing. Trimmed areas shall be at the same level as the mowing level of the lawn. Care will be taken to avoid damaging trees, shrubs, buildings and objects.
- The Contractor is responsible for repairing snow plow damage. The Contractor is responsible for the success of any seeding or repair.

General Landscape Maintenance

General Landscape Maintenance Requirements:

- Pruning: Maintain proper growth habit and health of plants, shrubs and trees; timing will be based on variety and desired outcome.
- Monitor landscape condition: Report insect and disease problems to Facilities Management/Campus Contract Administrator.

Snow Plowing, Snow Removal and Sanding

Snow Removal Specifications:

- Bidder shall be in the business of providing snow and ice removal services equal in scale and complexity to those items being bid by the vendor, and shall have done so for the past 3 years.
- The contractor shall provide all labor, equipment and materials as necessary to plow, deice, load and remove snow from the University campus as required.

- All areas shall have snow removed from site and hauled to designated site at the direction of Parking Services. The contractor shall have full responsibility to arrange for hauling and disposal of all snow collected from the University in a proper manner site and shall comply with all rules and regulations and pay all fees required by private or governmental agencies pertaining to the dump sites during the life of this contract. Contractor shall not push, haul or dispose of snow in delineated wetland areas.
- Snow is not to be pushed onto islands that have shrubs or trees.

Snow Plowing, Snow Removal and Sanding:

- The Contractor shall be responsible to monitor weather conditions and respond as needed for snow plowing and sanding.
- Contractor shall provide all necessary equipment (to include but not be limited to shovels, ice picks, plows, backhoes, dump trucks, front-end loaders, sanders, snow blowers) with the capability of removing all accumulation of snow and ice. Snow accumulation shall be approximately 1-2" before plowing begins. Plowing and sanding may be requested at any time by the university.
- Snow plowed from parking lots/pavement areas will be placed in designated locations.
- Push back of snow banks and / or removal of excess snow shall be on direction from the university.
- Sand/salt mix for roads and walks will be spread as necessary to assure safe conditions.
- Contractors will have all drives, parking lots, walkways clear of snow and/or ice by no later than 7:00am, provided that precipitation has stopped. In the event that precipitation continues vendor will continue to clear until hazardous driving or walking conditions are eliminated.
- Contractor must agree and treat the university as a high priority client at all times during the contract period.

Personnel and Staffing

The contractor shall at all times maintain an adequate staff of employees for efficient operation. The contractor shall provide on-site management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future snow removal needs and to act with full authority on the contractor's behalf in any and all matters pertaining to this contract's specifications.

Equipment and Maintenance

- A program of preventative maintenance and regular replacement of worn, damaged, or malfunctioning equipment owned by the contractor shall be instituted and carried out by the contractor. The University shall not perform any maintenance or repair on any equipment owned by the contractor.
- During the course of performing the service necessary to satisfy the requirements of this bid the contractor is fully liable for public and private protection while work is in progress or at any dump site exposed as a potential hazard. The contractor must provide warning devices and/or signs which shall be prominently installed, displayed, and in working condition and be fully in compliance with all safety regulations.

Project Activities (at a minimum)

Annually

- Clean Light Fixtures

Semi-Annually

- Restorative Carpet Care
- Clean tables and chairs

- Clean furniture & seating
- Clean Exterior Windows
- Strip & Refinish Floors
- Dust Vents
- Clean walk –off mats
- Clean bleachers
- Deep Clean Lockers

Monthly

- Interim Carpet Care
- Clean trash containers

3 Attachment 3: Janitorial and Grounds Keeping Quality Assurance Evaluation Form

| | | | | |
|--------------------------------|-------|---------------|----------------|----------------|
| DATE: | TIME: | INSPECTED BY: | | |
| AREAS INSPECTED | | STANDARD | BELOW STANDARD | Room # / Notes |
| 1. ENTRANCE & LOBBY | | | | |
| a. Mat, carpets | | | | |
| b. Glass, Metal Surfaces | | | | |
| c. Corners | | | | |
| d. Dusting | | | | |
| e. Sweeping, Vacuuming | | | | |
| f. Walls | | | | |
| g. Chairs | | | | |
| h. Floor Appearance | | | | |
| i. Outside of Entrance | | | | |
| 2. MENS REST ROOMS | | | | |
| a. Dispensers, Hardware | | | | |
| b. Sinks | | | | |
| c. Mirrors | | | | |
| d. Toilets, Urinals | | | | |
| e. Partitions/Walls | | | | |

| | | | |
|----------------------------|--|--|--|
| f. Floors, Baseboards | | | |
| g. Waste Containers | | | |
| h. Floor Appearance | | | |
| 3. WOMENS RESTROOMS | | | |
| a. Dispensers, Hardware | | | |
| b. Sinks | | | |
| c. Mirrors | | | |
| d. Toilets | | | |
| e. Partitions/Walls | | | |
| f. Floors, Baseboards | | | |
| g. Waste Containers | | | |
| h. Floor Appearance | | | |
| | | | |
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| | | | | |
|----------------------------------|-------|---------------|----------------|----------------|
| DATE: | TIME: | INSPECTED BY: | | |
| AREAS INSPECTED | | STANDARD | BELOW STANDARD | Room # / Notes |
| 4. CLASSROOMS | | | | |
| a. Vacuuming | | | | |
| b. Edge Vacuuming | | | | |
| c. Floor Appearance | | | | |
| d. Low Dusting | | | | |
| e. High Dusting | | | | |
| f. Student Tables/chairs/tablets | | | | |
| g. Waste Containers/Recycling | | | | |
| h. Instructor desk/IT cabinet | | | | |
| i. Windows & sills | | | | |
| 5. MEETING ROOMS | | | | |
| a. Vacuuming | | | | |
| b. Edge Vacuuming | | | | |
| c. Floor Appearance | | | | |
| d. Low Dusting | | | | |
| e. High Dusting | | | | |

| | | | |
|--------------------------------|--|--|--|
| f. Waste Containers/Recycling | | | |
| g. Furniture | | | |
| 6. OFFICES | | | |
| a. Furniture | | | |
| b. Telephones | | | |
| c. Walls, Doors | | | |
| d. Waste Containers/Recycling | | | |
| e. Low Dusting | | | |
| f. High Dusting | | | |
| g. Vacuuming | | | |
| h. Edge Vacuuming | | | |
| i. Floor Appearance | | | |
| j. Windows | | | |
| . | | | |
| 7. WINDOWS-common areas | | | |
| a. Glass | | | |
| b. Sills, Frames | | | |
| c. Blinds | | | |

| | | | | |
|--------------------------------|-------|---------------|----------------|----------------|
| DATE: | TIME: | INSPECTED BY: | | |
| AREAS INSPECTED | | STANDARD | BELOW STANDARD | Room # / Notes |
| 8. COMMON AREAS | | | | |
| a. Furniture | | | | |
| b. Floor appearance/baseboards | | | | |
| c. Walls, Doors | | | | |
| d. Waste Containers/Recycling | | | | |
| e. Low Dusting | | | | |
| f. High Dusting | | | | |
| g. Vacuuming | | | | |
| h. Edge Vacuuming | | | | |
| 9. CORRIDORS | | | | |
| a. Vacuuming | | | | |
| b. Baseboards | | | | |
| c. Walls | | | | |
| d. Water Fountains | | | | |
| e. Floor Appearance | | | | |

| | | | |
|----------------------------------|--|--|--|
| 10. STAIRWELLS | | | |
| a. Rails, Walls | | | |
| b. Steps, Landings | | | |
| 11. GROUNDS | | | |
| a. Entrances, sidewalks | | | |
| b. Grass, lawn condition | | | |
| c. Trees, Shrubs, plantings | | | |
| d. Athletic fields | | | |
| e. Snow/ice removal | | | |
| f. Recycling | | | |
| g. Furniture/Event set-ups | | | |
| h. Miscellaneous duties assigned | | | |
| 12. MISCELLANEOUS | | | |
| a. Air Vents | | | |
| b. Light Fixtures | | | |
| c. Security of rooms, offices | | | |
| d. Faculty/Staff Lounges | | | |
| e. Custodial Closets | | | |

| | | | |
|----|--|--|--|
| f. | | | |
| g. | | | |

ADDITIONAL COMMENTS

4 Attachment No. 4: Yellowjacket Union Janitorial Requirements

CUSTODIAN #1

Meeting Rooms (201, 202, 203, 204, 153)

Section D, Attachment 1 – Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

EVENT SET UPS - Daily

Dust Vents - Semi Annually

Clean Lights - Semi Annually

Meeting Room 153

Section D, Attachment 1 – Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

Deep Clean Carpet - Semi Annually

Dust Vents - Semi Annually

Atrium (129, 102)

Section D, Attachment 1 – Common Areas

Section D, Attachment 1 – Entrances; Corridor/Hallways

EVENT SETUPS - Daily

North Atrium (128, 133, 132)

Section D, Attachment 1 – Common Areas

Section D, Attachment 1 – Entrances; Corridor/Hallways

Project Clean Upholstered Furniture - Weekly

Deep Clean Upholstered Furniture - Semiannually

South Atrium (101, 101A, 101B, 101C)

Section D, Attachment 1 – Common Areas

Section D, Attachment 1 – Entrances; Corridor/Hallways

Project Clean Upholstered Furniture - Weekly

Deep Clean Upholstered Furniture - Semiannually

Great Room (200A, 200B, 200C)

Section D, Attachment 1 – Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways – pg. 33-34

Section D, Attachment 1 – Windows

EVENT SET UPS - Daily

Polish Floor - Quarterly

Union Landing (225, 231, 226, 205)

Section D, Attachment 1 - Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

EVENT SET UPS - Daily

Project Clean Upholstered Furniture - Weekly

Deep Clean Upholstered Furniture - Semiannually

Deep Clean Carpet - Quarterly

Dining Services (includes carpeted lounge 105)

Section D, Attachment 1 – Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

Empty waste containers – Daily
Project Clean Upholstered Furniture - Weekly
Deep Clean Upholstered Furniture - Semiannually
Deep Clean Carpet - Quarterly

Bathrooms Men's and Women; Gender Neutral (164, 163, 165A, 154)

Section D, Attachment 1 – Restrooms

Bathrooms Men's and Women; Gender Neutral (207, 208, 205A, 209)

Section D, Attachment 1 – Restrooms

Rothwell Opportunity Center (161)

Section D, Attachment 1 – Office Suites, Classrooms, etc.
Section D, Attachment 1 – Entrances; Corridor/Hallways
Deep Clean Upholstered Furniture - Semiannually

Vestibule (131, 103, 103A, 100)

Section D, Attachment 1 – Entrances; Corridor/Hallways

And other areas as assigned. Teamwork is expected.

CUSTODIAN #2

Offices and Suites (144, 145, 146, 147, 150, 153, 151, 140, 140A, 141, 142, 148, 155, 156, 157, 159, 160)

Section D, Attachment 1 – Office Suites, Classrooms, etc.
Section D, Attachment 1 – Entrances; Corridor/Hallways Current RFP – Attachment D – Windows – pg. 35
Dust Vents - Semi Annually
Clean Light Fixtures - Semi Annually
Deep Clean Carpets - Semi Annually
Project Clean Upholstered Furniture - Monthly
Deep Clean Upholstered Furniture - Semiannually

Offices and Suite 230 (220, 230A, 203A-A, 230B, 230C, 230D, 230E, 230F, 230G, 230H, 230I)

Section D, Attachment 1– Office Suites, Classrooms, etc.
Section D, Attachment 1 – Entrances; Corridor/Hallways
Section D, Attachment 1 – Windows
Dust Vents - Semi Annually
Clean Light Fixtures - Semi Annually
Deep Clean Carpets - Semi Annually
Project Clean Upholstered Furniture - Monthly
Deep Clean Upholstered Furniture - Semiannually

Fire Stairwell (Stair 1)

Section D, Attachment 1– Stairwells
Section D, Attachment 1 - Elevators pg.
Section D, Attachment 1 - Common Areas

Fire Stairwell (Stair 2)

Section D, Attachment 1– Stairwells
Section D, Attachment 1 - Elevators pg.
Section D, Attachment 1 - Common Areas

Loading Dock

Section D, Attachment 1 – Common Areas

Lounge (102A)

Section D, Attachment 1– Office Suites, Classrooms, etc.
Section D, Attachment 1– Entrances; Corridor/Hallways
Project Clean Upholstered Furniture - Weekly
Deep Clean Upholstered Furniture - Semiannually
Deep Clean Carpet - Quarterly

Lounge (126)

Section D, Attachment 1 – Office Suites, Classrooms, etc.
Section D, Attachment 1 – Entrances; Corridor/Hallways
Project Clean Upholstered Furniture - Weekly
Deep Clean Upholstered Furniture - Semiannually
Deep Clean Carpet - Quarterly

Fire Place Lounge (127)

Section D, Attachment 1– Office Suites, Classrooms, etc.
Section D, Attachment 1– Entrances; Corridor/Hallways
Project Clean Upholstered Furniture - Weekly
Deep Clean Upholstered Furniture - Semiannually
Deep Clean Carpet - Quarterly

Passenger Elevator (Elev. 2)

Section D, Attachment 1- Stairwells
Section D, Attachment 1 -Elevators
Deep Clean Carpet - Semi Annually

Service Elevator (Elev. 1)

Section D, Attachment 1- Stairwells
Section D, Attachment 1-Elevators
Deep Clean Carpet - Semi Annually

Service Corridor (216)

Section D, Attachment 1– Common Areas
Section D, Attachment 1 Corridor/Hallways
Clean Stored Furniture - Monthly

Mechanical (220)

Section D, Attachment 1 – Common Areas
Section D, Attachment 1 - Corridor/Hallways – Quarterly
Project dust surfaces - Annually

Carpeting (165)

Section D, Attachment 1 – Common Areas
Section D, Attachment 1 - Corridor/Hallways
Vacuum Carpets: Weekly
Deep Clean Carpets: Semi Annually

Grand Stair Case

Section D, Attachment 1– Stairwells

Section D, Attachment 1 Elevators

Section D, Attachment 1 - Common Areas

BASEMENT A (10 H, 10)

Section D, Attachment 1– Common Areas

Section D, Attachment 1 Corridor/Hallways

BASEMENT B (15, 15A, 27, 26, 26A, 25, 23, 17, 22, 21, 18)

Section D, Attachment 1 – Common Areas

Section D, Attachment 1 - Corridor/Hallways

Atrium (129, 102) (As Needed)

Section D, Attachment 1– Common Areas

Section D, Attachment 1– Entrances; Corridor/Hallways

EVENT SETUPS - Daily

Meeting Rooms (201, 202, 203, 204, 153) (As Needed)

Section D, Attachment 1– Office Suites, Classrooms, etc.

Section D, Attachment 1– Entrances; Corridor/Hallways

EVENT SET UPS - Daily

Dust Vents - Semi Annually

Clean Lights - Semi Annually

Great Room (200A, 200B, 200C) (As Needed)

Section D, Attachment 1– Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

Section D, Attachment 1 – Windows

EVENT SET UPS - Daily

Polish Floor - Quarterly

Union Landing (225, 231, 226, 205) (As Needed)

Section D, Attachment 1 – Office Suites, Classrooms, etc.

Section D, Attachment 1 – Entrances; Corridor/Hallways

EVENT SET UPS - Daily

Project Clean Upholstered Furniture - Weekly

Deep Clean Upholstered Furniture - Semiannually

Deep Clean Carpet - Quarterly

And other areas as assigned. Teamwork is expected.

5 Attachment No. 5: MWC Janitorial Business Requirements

MWC Custodial Business Requirements

Custodian Number 1

Athletic Offices, HHP Offices, & MWC 1438 (daily)

Section D, Attachment 1– Office Suites, Classrooms, etc.

Athletic and HHP Hallway/Drinking Fountains (daily)

Section D, Attachment 1– Entrances; Corridor/Hallways

Second Floor Lobby (daily)

Section D, Attachment 1– Common Areas

Lower and Upper Restrooms (daily)

Section D, Attachment 1– Restrooms

Gates Gymnasium

Section D, Attachment 1– Common Areas

Section D, Attachment 1 Corridor/Hallways

Specialty Hardwood Flooring - Swept-daily, scrubbed -weekly, swept & scrubbed before & after athletic events

Thering Field House Floor

Section D, Attachment 1 – Common Areas

Section D, Attachment 1- Corridor/Hallways

Specialty Mondo Flooring: Spot clean-daily, vacuumed-weekly, scrubbed -2xmonth, swept and scrubbed before and after events)

Racquetball Flooring

Section D, Attachment 1– Common Areas –

Specialty Hardwood Flooring: Swept-daily, scrubbed/mopped -weekly

MWC Center Stairway, North Stairwell, Elevator, Main Entrances, & Common Areas (daily)

Section D, Attachment 1– Stairwells

Section D, Attachment 1 - Elevators

Section D, Attachment 1 - Common Areas

MWC Weight Room and Cardio Room (daily)

Section D, Attachment 1 - Common Areas

Building Public Recycling Bins & Exterior Garbage Cans (daily)

Section D, Attachment 1 – Miscellaneous

Field House Glass - inside & out (daily)

Section D, Attachment 1– Common Areas

Racquetball Glass - inside & out (daily)

Section D, Attachment 1– Common Areas

And other areas as assigned. Teamwork is expected.

Custodian Number 2

Gates Hallway, Offices, Restrooms & Drinking Fountains (daily)

Section D, Attachment 1- Office Suites; Classrooms, etc.

Section D, Attachment 1 - Restrooms

Section D, Attachment 1- Entrances & Corridor/Hallways

Gates Classrooms (daily)

Section D, Attachment 1- Office Suites; Classrooms, etc.

Gates Stairwells & Elevator & Two Stairwells down HHP Hallway (daily)

Section D, Attachment 1- Stairwells

Section D, Attachment 1Elevators

Campus Recreation Office - MWC 1121 (daily)

Section D, Attachment 1 - Office Suites, Classrooms, etc.

Dance Studio

Section D, Attachment 1– Common Areas

Specialty Hardwood Flooring: Swept-daily, scrubbed/mopped -weekly

Women's Faculty/Staff Locker Rooms (daily)

Section D, Attachment 1– Restrooms

In addition, must include cleaning of showers, exterior of lockers, and entrances/common area's

Men & Women's Official Locker Rooms (weekly or after events)

Section D, Attachment 1 – Restrooms

In addition, must include cleaning of showers, exterior of lockers, and entrances/common area's

Laundry Area and Athletic Basement Storage & Hallway (weekly)

Section D, Attachment 1– Common Areas –

Section D, Attachment 1- Corridor/Hallways

Mezzanine (daily)

Section D, Attachment 1 – Common Areas

MWC Classrooms 2412, 2420, 2430, 2440 & Kitchen 2426 (daily)

Section D, Attachment 1- Office Suites, Classrooms, etc.

Racquetball Hallway (daily)

Section D, Attachment 1– Corridors/Hallways

Building Public Recycling Bins & Exterior Garbage Cans (daily)

Section D, Attachment 1– Miscellaneous

Field House Glass inside & out (daily)

Section D, Attachment 1– Common Areas

Racquetball Glass - inside & out (daily)

Section D, Attachment 1– Common Areas

And other areas as assigned. Teamwork is expected.

Custodian Number 3

Men & Women's General Locker Rooms (daily)

Section D, Attachment 1– Restrooms

In addition, must include cleaning of showers, exterior of lockers, and entrances/common area's

Men & Women's Varsity Locker Rooms (daily)

Section D, Attachment 1 – Restrooms

In addition, must include cleaning of showers, exterior of lockers, and entrances/common area's

Men's Faculty/Staff Locker Room (daily)

Section D, Attachment 1– Restrooms

In addition, must include cleaning of showers, exterior of lockers, and entrances/common area's

Athletic Training Room (daily)

Section D, Attachment 1- Office Suites, Classrooms, etc.

Gym-Side Restrooms (daily)

Section D, Attachment 1 – Restrooms

Pool & Deck (daily)

Section D, Attachment 1- Entrances; Corridors/Hallways

Interior of Pool: Clean pool bottom with provided pool vacuum

Check MWC Classrooms (daily)

Spot check and ensure cleanliness and readiness for next day

Building Public Recycling Bins & Exterior Garbage Cans (daily)

Section D, Attachment 1 – Miscellaneous

Field House Glass inside & out (daily)

Section D, Attachment 1– Common Areas

Racquetball Glass - inside & out (daily)

Section D, Attachment 1 - Common Areas

And other areas as assigned. Teamwork is expected.

All Shifts

Snow removal of all walkways, entrances, and exits

Section D, Attachment 1 – Miscellaneous

Make Emergency repairs to equipment

(i.e. Fix divider curtains when broken, replace venting/lights that are damaged during activity)

Setup and take down for events (may include some or all of these requirements)

- Ensure area is clean
- Arrange tables, chairs, furniture, and waste receptacles as directed
- Move portable bleachers into place
- Arrange sideline benches and scorer's table
- Ensure appropriate athletic equipment is in place according to NCAA or governing body's regulations (i.e.: ensure volleyball nets are set to correct height)
- Be available during the event for any clean-up or equipment repairs that may be necessary (i.e.: sweep playing surface at halftime/between games or repair broken basketball cylinder)
- Clean facility after event. Replace furniture (bleachers included) in appropriate place. Remove waste. Prepare facility for next event or next day's business.

6 Attachment No. 6: Academic Buildings Janitorial Requirements

Section D, Attachment 1

7 Attachment No. 7: Residence Life Janitorial Requirements

Section D, Attachment 1

During the nine month academic year there will be 2 shifts on weekdays: the first shift from 8:30am to 4:30pm and the second from 12:00pm to 8:00pm. During weekends or holidays there will be one shift from 10:00 am until 6:00pm. During the summer break no custodial services are needed.

LOBBY/LOUNGE/STUDY AREAS/HALLWAYS AND STAIRWELLS/ELEVATORS/VESTIBULE/VENDING AREAS

Daily

- Walk entire building and pick up garbage and spot clean any dirty messy areas
- Spot clean elevator walls and controls
- Empty all public waste cans and remove recyclables
- Sweep outside patios, empty trash, and ashtrays
- Clean and restock all restrooms after 10:00am
- Seasonal, snow removal from entrances and sidewalks
- Sweep and dust entries and vestibules

Weekly

- Spot clean glass
- Clean shower curtains and deep clean showers
- Clean all inside and outside glass at entrances

Monthly

- Clean air vents, louvers
- Carpet shampooing in student spaces as needed

Annually

- Wash all light fixtures in public areas

Work to be done by University Student Employees:

All work in public areas, and in private spaces not specified above will be done by the University Student Custodians. **The University Student Custodians are hired and supervised by the Residence Life department and its' staff.**

8 Attachment No. 8: Current Staffing

| Title | Building Assigned | Shift | Days |
|----------------------|-------------------|------------------------|-------|
| Custodian | YU | 6:00 AM- 2:30 PM | M-F |
| Custodian | HFA | 3:30 AM - 12:00 PM | M-F |
| Custodian | Barstow | 7:00 AM - 3:30 PM | T-Sat |
| Custodian | Erlanson | 4:00 AM- 1:00 PM | M-F |
| Custodian | Library | 3:30 AM - 12:00 PM | M-F |
| Lead Custodian | | 5:00 AM- 1:30 PM | M-F |
| Custodian | Res Halls | 6:30 AM - 3:00 PM | M-F |
| Custodian | Old Main | 4:30 AM- 1:00 PM | M-F |
| Custodian | HFA | 3:30 AM - 12:00 PM | M-F |
| Custodian | SWEN | 4:00 PM- 12:30 AM | M-F |
| Custodian | MWC | 7:00 AM- 3:30 PM | T-Sat |
| Custodian | Res Halls | 7:00 AM- 3:30 PM | M-F |
| Custodian | YU | 4:00 AM- 12:30 PM | M-F |
| Custodial Supervisor | | 6:30 AM- 3:30 PM | M-F |
| Custodian | Afternoon Roamer | 5:00 AM- 1:30 PM | M-F |
| Custodian | Res Halls | 7:00 AM- 3:30 PM | M-F |
| Custodian | SWEN | 3:30 AM- 12:00 PM | M-F |
| Custodian | MWC | 6A-2:30P M, 2:30P-10PM | Tu-F |
| Custodian | MWC | 4:30 PM- 1:00 AM | W-Sun |
| Custodian | SWEN | 4:00 PM- 12:30AM | M-F |
| Custodian | YU | 6:30 AM - 3:00 PM | M-F |
| Custodian | Res Halls | 7:00 AM- 3:30 PM | M-F |
| Custodian | Night Roamer | 6:00 PM- 2:30 AM | T-Sat |

| Title | Building Assigned | Shift | Days |
|-------------------|-------------------|-------------------|------|
| Groundskeeper | | 6:00 AM- 2:30 PM | M-F |
| Grounds Crew Lead | | 5:30 AM- 2:00 PM | M-F |
| Groundskeeper | | 5:30 AM - 2:00 PM | M-F |
| Groundskeeper | | 6:00 AM- 2:30 PM | M-F |

9 Attachment No. 9: Equipment Inventory and Estimated Value

| Janitorial Equipment Inventory | | | | |
|--------------------------------|---------------------------------------|--------------------|-------------------------|------------------------------------|
| Category: Janitorial | Equipment | number of units | Estimated Unit Value | Total Estimated Equipment Value |
| Janitorial | Tennant 3050 back pack vacs | 5 | \$385.00 | \$1,925.00 |
| Janitorial | kyvack restroom/hard surface cleaner | 3 | \$2,078.00 | \$6,234.00 |
| Janitorial | Tenant 750 power washer | 1 | \$4,000.00 | \$4,000.00 |
| Janitorial | Mop buckets | 67 | \$70.00 | \$4,690.00 |
| Janitorial | Brute garbage can w/wheels | 80 | \$50.00 | \$4,000.00 |
| Janitorial | vacuum cleaners | 40 | \$425.00 | \$17,000.00 |
| Janitorial | Tennant 3610 floor scrubbers | 2 | \$2,121.00 | \$4,242.00 |
| Janitorial | Tennant 1260 carpet shampooer | 6 | \$2,009.00 | \$12,054.00 |
| Janitorial | Tennant 2320 floor scrubber | 2 | \$1,600.00 | \$3,200.00 |
| Janitorial | Nobles ec H2O floor/carpet cleaner | 2 | \$9,000.00 | \$18,000.00 |
| Janitorial | Tennant rider 7100 hard floor cleaner | 2 | \$18,000.00 | \$36,000.00 |
| Janitorial | C3 Cleaning Unit | 4 | \$1,200.00 | \$4,800.00 |
| Janitorial | 10 gallon shop vac | 12 | \$150.00 | \$1,800.00 |
| Janitorial | Tennant T7 floor cleaner | 3 | \$19,000.00 | \$57,000.00 |
| Janitorial | Tennant E5 carpet extractor | 6 | \$2,000.00 | \$12,000.00 |
| Janitorial | Tennant S8 Floor Sweeper | 2 | \$3,787.00 | \$7,574.00 |
| Janitorial | Tennant F5 | 3 | \$788.00 | \$2,364.00 |
| Janitorial | Snail Floor Fan | 13 | \$250.00 | \$3,250.00 |
| Janitorial | Tennant T3 walk behind scrubber | 6 | \$7,500.00 | \$45,000.00 |
| Janitorial | Burnish floor machine | 3 | \$700.00 | \$2,100.00 |
| Janitorial | four Wheel Cart | 5 | \$250.00 | \$1,250.00 |
| Janitorial | Swing Floor Buffer | 16 | \$500.00 | \$8,000.00 |
| Janitorial | Tornado Floor Fans | 4 | \$250.00 | \$1,000.00 |
| Janitorial | Tennant 5280 floor scrubber | 1 | \$1,250.00 | \$1,250.00 |
| Janitorial | Tennant 5400 Floor Scrubber | 2 | \$8,717.00 | \$17,434.00 |
| Janitorial | Tennant T3 Floor Scrubber | 1 | \$9,000.00 | \$9,000.00 |
| Janitorial | Tennant 2550 | 1 | \$7,315.00 | \$7,315.00 |
| Janitorial | Tennant 1610 | 1 | \$11,254.00 | \$11,254.00 |
| Janitorial | Tennant 2370 | 1 | \$1,867.00 | \$1,867.00 |
| Janitorial | Hoover Carpet Cleaner | 1 | \$160.00 | \$160.00 |
| Janitorial | Commercial Humidifier | 3 | \$679.00 | \$2,037.00 |
| Janitorial | C5 Carpet Sprayer | 2 | \$1,100.00 | \$2,200.00 |
| | | | Total | \$310,000.00 |

| Grounds Equipment Inventory | | | | |
|-----------------------------|--|--------------------|-------------------------|------------------------------------|
| Category: Grounds | Equipment | number of units | Estimated Unit Value | Total Estimated Equipment Value |
| Grounds | Stihl Pro FS90 Weed Whacker | 10 | \$380.00 | \$3,800.00 |
| Grounds | Stihl weed Whackers converted to power brooms | 2 | \$550.00 | \$1,100.00 |
| Grounds | Stihl chainsaw MS290 | 1 | \$399.00 | \$399.00 |
| Grounds | HomeLite SuperX1 Chainsaw | 1 | \$145.00 | \$145.00 |
| Grounds | Stihl HT137 Pole Saw | 1 | \$649.00 | \$649.00 |
| Grounds | Stihl BR400 Backpack blower | 1 | \$289.00 | \$289.00 |
| Grounds | 30 Gallon Pull behind Sprayer | 1 | \$900.00 | \$900.00 |
| Grounds | Salt Dog bed mounted spreader | 1 | \$3,899.00 | \$3,899.00 |
| Grounds | Pallet Jack | 1 | \$259.00 | \$259.00 |
| Grounds | Field Lazer S100 Striper | 1 | \$3,104.00 | \$3,104.00 |
| Grounds | Turf Co Edger | 1 | \$1,999.00 | \$1,999.00 |
| Grounds | Rototiller | 1 | \$349.00 | \$349.00 |
| Grounds | Roper Seeder Walk Behind 24" | 1 | \$1,589.00 | \$1,589.00 |
| Grounds | Sod Cutter 24 Inch Walk Behind | 1 | \$4,699.00 | \$4,699.00 |
| Grounds | Ryan Rollaire 24 Inch Roller | 1 | \$169.00 | \$169.00 |
| Grounds | Ariens Snow Blower (Walk Behind) | 6 | \$969.00 | \$5,814.00 |
| Grounds | WA200 Komatsu Front End Loader (2 yard Bucket & 12 foot Straight Plow) | 1 | \$250,000.00 | \$250,000.00 |
| Grounds | Ford One Ton F350 4x\$ trucks and Fisher V-Plows (2011) | 2 | \$44,000.00 | \$88,000.00 |
| Grounds | Chevy 1984 One Ton Plow Truck with Henderson Spreader | 1 | \$50,000.00 | \$50,000.00 |
| Grounds | Chevy 1996 One Ton Dump Flat Bed | 1 | \$51,000.00 | \$51,000.00 |
| Grounds | GMC 1991 One Ton Dump Bed/Plow/Sander | 1 | \$60,000.00 | \$60,000.00 |
| Grounds | John Deere 5410 Tractor with Bucket/Spreader/Core Aerator/Shatter Tine/12 Inch Auger/Erkine Snow Blower/New Holland 918H Flail Mower | 1 | \$80,000.00 | \$80,000.00 |
| Grounds | Kubota 40 Inch Zero Turn | 1 | \$4,800.00 | \$4,800.00 |
| Grounds | John Deere Push Mower | 2 | \$249.00 | \$498.00 |
| Grounds | Husqvarna Push Mower | 1 | \$279.00 | \$279.00 |
| Grounds | John Deere Gator AMF622 | 1 | \$9,899.00 | \$9,899.00 |
| Grounds | Ariens Zero Turn 36 Inch | 1 | \$2,299.00 | \$2,299.00 |
| Grounds | Bobcat Toolcats model 5600/ 2 Snow Buckets/ 1 Snow Blower/2 Brooms/2 Finish Mowers/ 2 V-Plows/1 Forklift/ 2 Sander Spreaders | 2 | \$112,935.00 | \$225,870.00 |
| Grounds | TCI Yard Fork Lift | 1 | \$44,950.00 | \$44,950.00 |
| Grounds | Toro 3000D Mower/Brush | 1 | \$50,000.00 | \$50,000.00 |
| Grounds | Toro 455D Mower/Brush/Snow Blower | 1 | \$68,000.00 | \$68,000.00 |
| Grounds | John Deere 1145 Mower/Brush/Snow Blower | 1 | \$42,000.00 | \$42,000.00 |
| Grounds | Flat Bed Tilt Trailer 6X12 Foot Redi Haul 6900 lb.gvwr | 1 | \$6,000.00 | \$6,000.00 |
| | | | Total | \$1,062,758.00 |

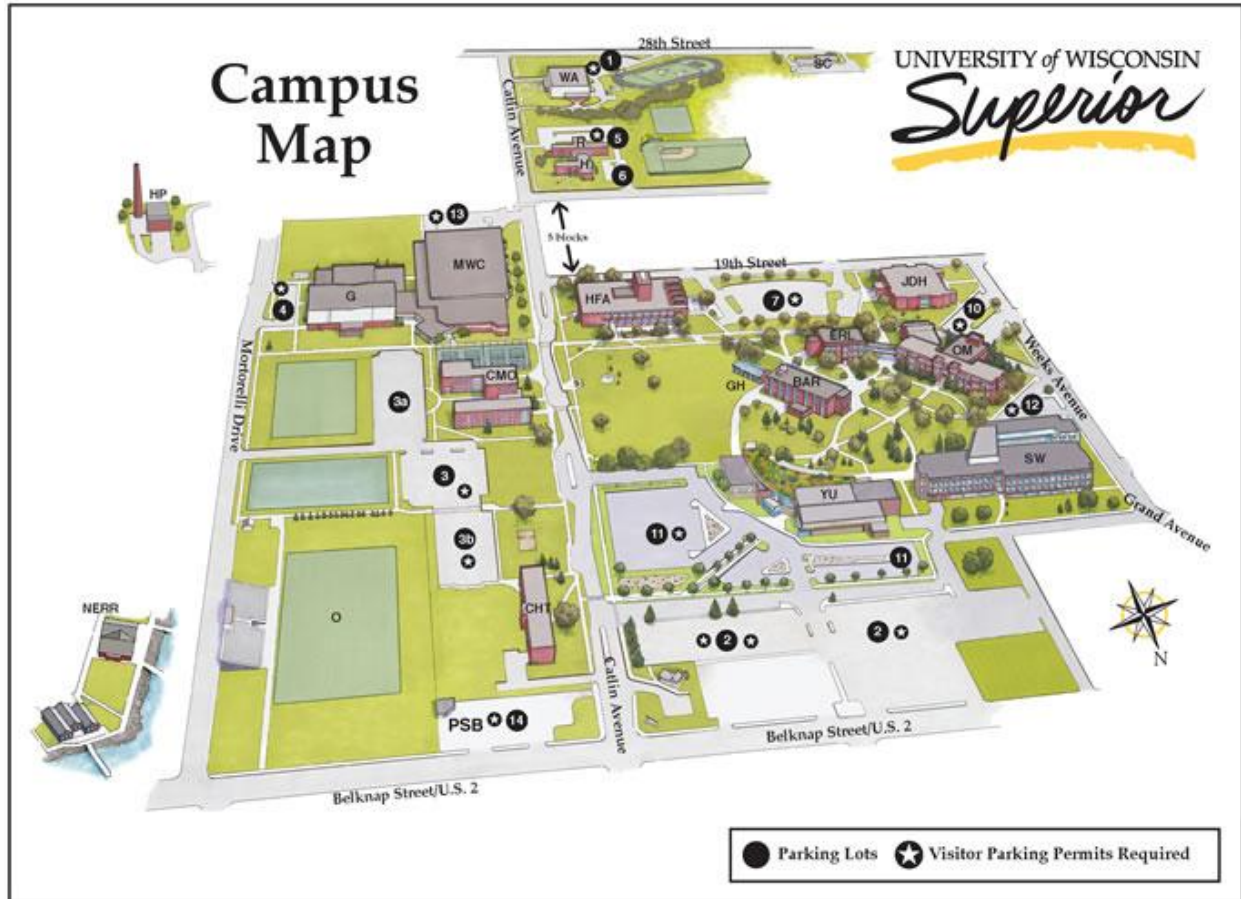
10 Attachment No. 10: Supplies (Past Fiscal Year Estimated Usage and Spend)**Supply Sales July 2013 to June 2014 (Estimated)**

| Product Description | Quantity | Sale Price per Item | Total |
|---|----------|---------------------|----------|
| 1 Gallon Seacole 919 Glass Cleamer w/Ammonia | 1 | \$9.23 | \$9.23 |
| 6/1 lb NILODOR Deodorizing Absorbant | 1 | \$32.15 | \$32.15 |
| 1 Gallon Dawn Dish Detergent | 3 | \$16.09 | \$48.27 |
| 4/1 Gallon Dawn Dish Detergent | 5 | \$64.36 | \$321.80 |
| 25/12.6 Oz Dawn Original Dish Detergent | 10 | \$40.83 | \$408.30 |
| 1 ea 1 Gallon Impact Jug Pump | 14 | \$4.81 | \$67.34 |
| 1 ea Grout Line Brush Nylon Blue | 12 | \$3.74 | \$44.88 |
| 1 ea Impact Duralon Bowl Mop | 100 | \$1.11 | \$111.00 |
| 1 ea Zephyr Bowl Mop w/cone | 144 | \$1.32 | \$190.08 |
| 1 ea 10 Inch Floor Scrub Brush Plastic Block Bi-Level | 4 | \$12.46 | \$49.84 |
| 72/1 Oz Floor Conditioner & Neutralizer | 4 | \$33.83 | \$135.32 |
| 48/2 OZ Green Seal Window Cleaner Concentrate | 3 | \$27.70 | \$83.10 |
| 1 ea Ultramicrofiber 16x16 Glass Cloth Light Blue | 20 | \$1.99 | \$39.80 |
| 1 ea 16X16 Microfiber Economy Terry Towel Yellow | 74 | \$1.23 | \$91.02 |
| 5 ct Prime Source 13 Inch White Pads | 5 | \$11.93 | \$59.65 |
| 12/12 Oz GOJO Provon gentle Lotion Soap | 1 | \$32.69 | \$32.69 |
| 6/7.7 Oz GOJO Premium foaming Antibac Hand wash | 1 | \$18.35 | \$18.35 |
| 12/12 OZ Purell Instant Hand Sanitizer Pump Bottle | 1 | \$67.04 | \$67.04 |
| 12/7.5 Oz Soft Soap Antibacterial Soap | 4 | \$30.53 | \$122.12 |
| 12/7.5 Oz Liquid dial gold Antimicrobial Hand Soap w/pump | 1 | \$33.98 | \$33.98 |
| 24 ct Mr Clean Magic eraser | 1 | \$27.25 | \$27.25 |
| 12 ct Hosp Specialties Mint Vinyl Urinal Screens | 4 | \$14.51 | \$58.04 |
| 10 ct ACS #96 Med Grn Scrubbies | 4 | \$3.78 | \$15.12 |
| 10 ct ACS #86 HD Grn Scrubbies | 4 | \$6.59 | \$26.36 |
| 10 ct ACS #86 HD Grn Scrubbies | 1 | \$5.98 | \$5.98 |
| 24/cs Cellulose Sponge 6x4x1.5 Yesso | 2 | \$43.40 | \$86.80 |
| 6/1 Gallon Simple Green Cleaner | 2 | \$76.10 | \$152.20 |
| 6/1 Gallon Simple Green Cleaner | 2 | \$70.30 | \$140.60 |
| 1 Gallon Simple Green Cleaner | 4 | \$12.69 | \$50.76 |
| 1 Ea 2000 ml kresto One Pump HD Hand cleaner | 4 | \$21.29 | \$85.16 |

| | | | |
|--|-----|---------|------------|
| 12/17.7 Oz Diversity Shine-Up Lemon Furniture Polish | 2 | \$69.99 | \$139.98 |
| 1 ea Bottle Quart Size (Spray Bottle & Triggers) | 149 | \$1.25 | \$186.25 |
| 1 ea Sprayer red for Mist | 62 | \$1.12 | \$69.44 |
| 1 ea Sprayer red for Mist | 144 | \$1.25 | \$180.00 |
| 4/1 Gallon Murphy's Liquid Oil Soap | 3 | \$51.96 | \$155.88 |
| 6/30 ct Dymon Scrubs Graffiti Remover Towels | 4 | \$62.59 | \$250.36 |
| 1 ea UVEX Protégé Safety Glasses S4201X Gray Lens, Black | 30 | \$5.94 | \$178.20 |
| 1 ea UVEX Protégé Safety Glasses S4500X Clear XTR Lens | 20 | \$5.77 | \$115.40 |
| 1 pair Servus 4 Inch Overboot Black Large | 2 | \$22.58 | \$45.16 |
| 1 pair Servus 4 Inch Overboot Black X-Large | 1 | \$22.58 | \$22.58 |
| 1 pr Ninja Ice Double Layer Glove Large | 10 | \$6.59 | \$65.90 |
| 1 pr Ninja Ice Double Layer Glove X Large | 6 | \$6.66 | \$39.96 |
| 1 ea Nebo Pocket LED Worklight | 9 | \$6.36 | \$57.24 |
| 10/100 ct Nitrile Gloves Powder-Free X-Lrg | 12 | \$63.60 | \$763.20 |
| 10/100 ct Nitrile Gloves Powder-Free X-Lrg | 7 | \$68.05 | \$476.35 |
| 10/100 ct Nitrile Gloves Powder-Free Large | 13 | \$63.60 | \$826.80 |
| 10/100 ct Nitrile Gloves Powder-Free Large | 3 | \$68.05 | \$204.15 |
| 10/100 ct Nitrile Gloves Powder-Free Medium | 3 | \$63.60 | \$190.80 |
| 1 Ea Zephyr Lobby Dust Pan W/37 Inch Plas Handle | 3 | \$13.99 | \$41.97 |
| 1 Ea Zephyr Lobby Dust Pan W/37 Inch Plas Handle | 4 | \$12.71 | \$50.84 |
| 1 ea 1.88 Inch X 50 Yards Silver Duct Tape | 12 | \$5.71 | \$68.52 |
| 1 ea 1.88 Inch X 50 Yards Silver Duct Tape | 10 | \$5.94 | \$59.40 |
| 1 ea Rubbermaid Closed for Cleaning Hanging Sign | 30 | \$21.28 | \$638.40 |
| 1 ea Rubbermaid #611277 Wet Floor Sign Yellow | 6 | \$11.95 | \$71.70 |
| 500 ct Sanitary Napkin Bag Dry Waxed 7.5 x 3.5 x 10.25 | 44 | \$16.58 | \$729.52 |
| 250/201 White Sanitary W | 107 | \$16.36 | \$1,750.52 |
| Antimicrobial lo | 84 | \$19.58 | \$1,644.72 |
| 4689 Stride Floral all p | 25 | \$28.22 | \$705.50 |
| 4996 Crew Non Acid Bowl | 90 | \$22.94 | \$2,064.60 |
| 4545 Forward DC disinfect | 32 | \$37.96 | \$1,214.72 |
| 4832 endbac II disinfect | 26 | \$55.54 | \$1,444.04 |
| 4266 heavy duty prespray | 16 | \$72.75 | \$1,164.00 |
| 5002620 defoamer concent | 9 | \$23.50 | \$211.50 |
| 5019510 Glance NA Glass | 12 | \$39.50 | \$474.00 |

| | | | |
|-----------------------------|-----|----------|-------------|
| 7320 sparcreme liquid cr | 1 | \$28.39 | \$28.39 |
| 2041 tough duty cleaner | 2 | \$44.75 | \$89.50 |
| 7118 sparcling restroom | 50 | \$18.26 | \$913.00 |
| 3202 foamy Q&A acid disi | 27 | \$40.21 | \$1,085.67 |
| 3197 Consume enzyme dige | 9 | \$30.84 | \$277.56 |
| 4355110 breakdown oder | 10 | \$74.72 | \$747.20 |
| 5105047 4071 Vectra Flr | 17 | \$56.90 | \$967.30 |
| 5104811 4210179 High | 7 | \$98.60 | \$690.20 |
| 2956 black 28 qt rectangu | 250 | \$5.01 | \$1,252.50 |
| 2963 gray 10qt round bru | 10 | \$6.46 | \$64.60 |
| 2005 12 Inch charcoal heavy | 6 | \$3.56 | \$21.36 |
| 7575-88 yellow down pres | 2 | \$58.83 | \$117.66 |
| 7577-88 yellow Mopping | 14 | \$70.98 | \$993.72 |
| EZ120 optiloc 2 section | 4 | \$29.75 | \$119.00 |
| ung es300 12 Inch squeegee | 5 | \$24.73 | \$123.65 |
| Pumice Scouring Stick | 1 | \$34.92 | \$34.92 |
| 2642 yellow brute caddy | 4 | \$35.58 | \$142.32 |
| 5776027 foaming gun 1/cs | 7 | \$49.38 | \$345.66 |
| Vacuum Backpk Super Coac | 3 | \$468.62 | \$1,405.86 |
| vac bag super coach pro | 9 | \$11.92 | \$107.28 |
| Paper Towel | | | \$9,806.00 |
| Toilet Paper | | | \$17,194.00 |
| Ice Melter | | | \$3,900.00 |
| | | Total: | \$59,343.18 |

11 Attachment No. 11 Attachment No. 11 University of Wisconsin-Superior Campus Map



| | |
|-----|--|
| BAR | Barstow Hall (science labs) |
| CHT | Crownhart Hall (residence hall) |
| CMO | Curran-McNeill, Ostrander Halls (residence halls) |
| ERL | Erlanson Hall (business programs, classrooms, Distance Learning Center) |
| HFA | Holden Fine and Applied Arts Center (classrooms, studios, performance areas) |
| GH | Oexemann Greenhouse |
| H | Hawkes Hall (residence hall) |
| JDH | Jim Dan Hill Library |
| HP | Halbert Heating Plant |
| MWC | Marcovich Wellness Center (field house, recreation, athletics, classrooms, faculty offices) |
| G | Gates Physical Education Building (gym, pool, student labs, study areas) |

| | |
|------|--|
| OM | Old Main (admissions, administration) |
| NERR | Lake Superior National Estuarine Research Reserve |
| O | Ole Haugsrud Stadium |
| PSB | Public Safety Building (Campus Safety, Parking Services, Environmental Health and Safety) |
| R | Ross Hall (residence hall) |
| SC | University Services Building |
| SW | Swenson Hall (classrooms, faculty offices) |
| WA | Wessman Arena |
| YU | Yellowjacket Union (student center) |

12 Attachment No. 12 - Vendor Information - DOA 3477

VENDOR INFORMATION

1. **Proposing Company Name:** _____

Fein: _____ Fax: _____

Phone: _____ Toll Free Phone: _____

Address: _____

City: _____ State: _____ Zip: _____
2. **Name of person we may contact in the event there are questions about your Proposal.**

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____
3. **Vendor that is awarded this contract will be required to submit affirmative action information to the University. Please name the person in your company we may contact about this plan.**

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____
4. **Mailing address where state purchase orders are to be mailed.**

Name: _____ Title: _____

Phone: _____ Toll Free Phone: _____

Fax: _____

Address: _____

RETURN THIS PAGE WITH PROPOSAL

13 Attachment No. 13 – Vendor Client Reference - DOA 3478

Vendor Client Reference

Company 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

Company 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Company 4 Name: _____ **Email:** _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

_____ **Email:** _____

RETURN THIS PAGE WITH PROPOSAL

14 Attachment No. 14 – Bank Reference

Bank Reference

Bank 1 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 2 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 3 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

Bank 4 Name: _____

Address (include Zip + 4): _____

Contact Person: _____ **Phone No.:** _____

Products and/or Services used: _____

RETURN THIS PAGE WITH PROPOSAL

15 Attachment No. 15 – Terms and Conditions**TERMS AND CONDITIONS**

If awarded this PROPOSAL, we agree to all the terms and conditions of this PROPOSAL (including all attachments), PROPOSAL addenda and revisions, and the Proposal of the successful Proposer, and additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. I understand that failure to accept and carry out this contractual agreement in its entirety may result in a cancellation of award.

Proposer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

16 Attachment No. 16 Proposer Information**Proposer Information**

Contractor: _____

Ordering/Expediting: _____

Invoice Information: _____

Contract Renewal/Cancellation: _____

Contract Problems: _____

Returns: _____

Phone No.: _____

Fax No.: _____

RETURN THIS PAGE WITH PROPOSAL

17 Attachment No. 17 - Designation of Confidential and Proprietary Information DOA 3027

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

THE ATTACHED MATERIAL SUBMITTED IN RESPONSE TO Proposal No. PS-13-2329 includes proprietary and confidential information which qualifies as trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this Proposal/Proposal Response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

| Section | Page# | Topic |
|---------|-------|-------|
|---------|-------|-------|

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to Proposal or Proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances. Failure to include this form in the Proposal/Proposal Response may mean that all information provided as part of the Proposal response will be open to examination and copying. The state considers other markings of confidential in the Proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name Authorized Representative

Company Name

Signature Authorized Representative

Date _____

RETURN THIS PAGE WITH PROPOSAL

18 Attachment No. 18 Affidavit

University of Wisconsin System
780 Regent Street
Madison, WI 53715

This completed affidavit must be submitted with the bid/proposal.

Proposer Preference: Please indicate below if claiming a proposer preference:

- ☐ Minority Business Preference (§ 16.75(3m), Wis. Stats.) – Must be certified by the Wisconsin Department of Administration. If you have questions concerning the certification process, contact the Department of Administration, 101 E Wilson St, 6th floor, PO Box 7970, Madison, WI, 53707 or (608) 267-9550.
- ☐ Work Center Preference (§ 16.752, Wis Stats.) Must be certified by the State of Wisconsin Use Board. If you have questions concerning the certification process, contact the Wisconsin State Use Board, 101 East Wilson St, 6th floor, PO Box 7867, Madison WI, 53707 or (608) 266-2553

American-Made Materials: The materials covered in our proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☐ Yes ☐ No ☐ Unknown ☐ N/A (Does not apply)

Services Performed in the United States (2009 Wis Act 136): All services provided to the University of Wisconsin System or any of its campuses under this proposal will be performed in the United States.

☐ Yes ☐ No ☐ N/A (Does not apply)

Non-Collusion: In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free trade; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor, or potential competitor; that this proposal has not been knowingly disclosed prior to opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions, and specifications required by the State of Wisconsin in this Announcement of Bid/Proposal and the terms of our Bid/Proposal.

| | | | |
|----------------------------|-----------------|------------|--|
| Authorized Representative: | | Title: | |
| | (Type or Print) | | |
| Authorized Representative: | | Date: | |
| | (Signature) | | |
| Company Name: | | Telephone: | |

19 Attachment No. 19 Operational Area Staffing Recommendation Form

This Operational Area Staffing Recommendation Form is required to be completed as part of Section A, 4 Mandatory General Requirements, 4.13 Personnel, Management and Staff (100 points)

19.1 Operational Areas and the Corresponding Buildings

Operational Areas and the Corresponding Buildings are as follows:

| <u>Yellow Jacket Union/MWC</u> | <u>Academic Buildings</u> | <u>Residence Life</u> | <u>Grounds</u> |
|--------------------------------|---|--------------------------|----------------------------|
| Yellow Jacket Union | Barstow Hall | Crownhart Hall | All Facility Grounds Areas |
| Marcovich Wellness Center | Erlanson Hall | Curran-McNeill/Ostrander | |
| | Holden Fine and Applied Arts Center | Hawkes Hall | |
| | Oxemann Greenhouse | Ross Hall | |
| | Old Main | | |
| | Ole Haugrud Stadium | | |
| | Lake Superior National Estuarine Research Reserve | | |
| | Public Safety Building | | |
| | University Services Building | | |
| | Swenson Hall | | |

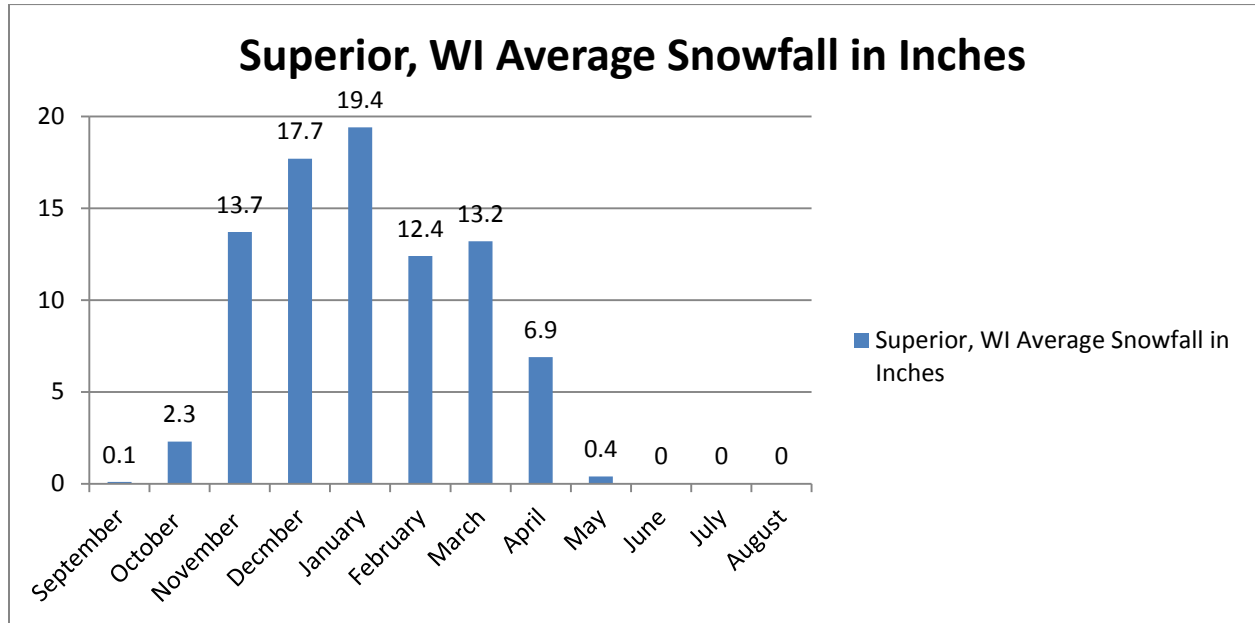
19.2 Staffing Recommendations

Please Record the Proposed Staffing by Operational Area and Building. Attach written explanation of how each Operational area and building will be serviced:

| <u>Operational Area</u> | <u>Building</u> | <u>Position Title</u> | <u>Number of Staff</u> | <u>Hours/Shift</u> | <u>Days</u> (Monday through Sunday) |
|-------------------------|-----------------|-----------------------|------------------------|--------------------|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

[illegible]

[illegible]

20 Attachment No. 20 Average Snowfall for Superior WI

21 Checklist**PS-14-2596****Request for Proposal Submittal Checklist****Required Cost Proposal Forms (Must be Sealed in a Separate Envelope):**

- ☐ Section C: Item 1 Cost Proposal Form: Full Business Award Option
- ☐ Section C: Item 2 Cost Proposal Form: Partial Award Option: Yellowjacket Union/Marcovich Wellness Center
- ☐ Section C: Item 3 Cost Proposal Form: Partial Award Option: Academic Buildings.
- ☐ Section C: Item 4 Cost Proposal Form: Residence Life
- ☐ Section C: Item 5 Cost Proposal Form: Grounds Keeping

Required Proposal Documentation (With No Mention of Cost Proposals):

- ☐ Attachment No. 12 Vendor Information – DOA 3477
- ☐ Attachment No. 13 Vendor client reference – DOA 3478
- ☐ Attachment No. 14 Bank Reference
- ☐ Attachment No. 15 Terms and Conditions
- ☐ Attachment No. 16 Proposer Information
- ☐ Attachment No. 17 Designation of Confidential and Proprietary Information DOA 3027
- ☐ Attachment No. 18 Affidavit
- ☐ Attachment No. 19 Operational Area Staffing Recommendation Form
- ☐ Written Response to Section 4.0 Required Information Items 4.1 through 4.11)

Note: This checklist is to help proposers ensure their submittal packet is complete. This sheet does not need to be returned as part of the proposal submittal.