



**WILLIAM & MARY  
PROCUREMENT SERVICES**

**COMMONWEALTH OF VIRGINIA**

**STANDARD RFP CONTRACT**

**Contract Number: WM20-2303**

**Residential Laundry Services**

This contract entered into this 17th day of June 2020 by "Caldwell & Gregory LLC." hereinafter called the "Contractor" and Commonwealth of Virginia, **William & Mary** called "W&M."

WITNESSED that the Contractor and W&M, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF CONTRACT:** Caldwell & Gregory LLC shall manage and operate the University's coin, card, and future technology, operated laundry services program as set forth in the contract documents.

**PERIOD OF CONTRACT:** From July 1, 2020 through June 30, 2030 with 1, 5-year renewal option.

**CONTRACT DOCUMENTS** shall consist of:

- (1) Negotiation Summary
- (2) "Caldwell & Gregory LLC " Proposal RFP 20-2303 (FOIA)
- (3) RFP WM20-2303, all addenda and attachments
- (4) PAC VHEPC agreement
- (5) This signed form;

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

**"CALDWELL & GREGORY LLC"**

By: 

Title: President & CEO

Date: 6/24/2020

**WILLIAM & MARY:**

By: Amy S. Sebring

Title: Vice President for Finance and Technology

Date: 06/26/2020

**PRECEDENCE OF CONTRACT DOCUMENTS:** In the event there is a conflict between any of the terms and conditions of this Contract and any of the Incorporated Contract Documents, the terms of this Contract shall apply. In the event there is any conflict between the Contractors' Proposal and any of the Contractor's negotiation responses and clarifications, or between one or more of the Contractor's negotiation responses and clarification documents, the most recent document shall apply. If there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall take precedence.

**Contracts Portal:** W&M will host all contracts through a public contracts portal that will be available from the procurement website:  
<https://wm.cobblestone.software/public/>

**Background Check:** <https://www.wm.edu/offices/procurement/buying/laws-policies-procedures/specialtermsandconditions-website-version.pdf>

**Parking:** Vendors/Contractors who are in marked company vehicles who need to be on campus for less than an hour at a time can park in loading docks and do not require parking passes. Vendors/Contractors requiring access to a parking space for more than an hour at a time are required to purchase parking credentials on a daily, monthly or annual basis. Please go to:  
[http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general\\_decal/index.php](http://www.wm.edu/offices/auxiliary/parkingandtransportation/parking/general_decal/index.php) for current policies, exceptions and pricing.

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the **Rules Governing Procurement, Chapter 2, Exhibit J, Attachment 1, § 36** or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



I. **Term of the contract:** From July 1, 2020 through June 30, 2030 with 1, 5-year renewal option.

II. **Cooperative Holdover Clause** - This cooperative contract holdover clause authorizes the Contractor to continue to provide products and services pursuant to any quotation, purchase order or MSA (contract document) executed prior to the expiration or termination of this Agreement (contract). Proposals received and contracts awarded prior to the expiration or termination of this Agreement are eligible for a full ten-year term, and allowable renewal term. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

### III. **Scope of Services**

Caldwell & Gregory shall manage an efficient high quality in-house laundry service for the University by furnishing and installing equipment to satisfy the student's requirement. Caldwell & Gregory shall provide new, matching with Speed Queen Quantum washers and dryers:

- 131 Top or front load washers as selected by Residence Life
- 6 Washer/dryer stacks
- 67 single dryers
- 39 stack dryers (78 dryer pockets)
- 12 new professional laundry folding tables

A Building Access/Identification Card is required to enter student residence halls. Card access for buildings is assigned and managed by Residence Life and Facilities Management.

Each residence hall's laundry room shall have a least one washing and one drying unit that is universally accessible (ADA compliant) and provide informative laundry room signage with instructions on how to use machines and request service.

Caldwell & Gregory shall maintain and service all laundry equipment on a current basis, including a continual program to upgrade and replace worn machines.

Caldwell & Gregory's service technician shall conduct weekly inspections of each laundry room to evaluate the functionality of each machine, the ventilation system and rectify service issues.

Vent cleaning between the dryer and the wall twice a year.

The University will continue to use CS Gold (Version 7) as its campus debit card system and online monitoring through an agreement with CBORD. Caldwell & Gregory shall support the CBORD Laundry Controllers and systems and the ability to accept coin.

The University may be accepting of a new technology platform or pricing models in the future as offered by Caldwell & Gregory.

W&M Information Technology will provide C&G with a monthly sales report of revenue collected, no later than the 5<sup>th</sup> of each month. Tribe Card Services will process monthly payments of W&M Express transactions, less the 3.5% transaction fee, and any amounts refunded to patrons. C&G will reconcile this with the monthly coin revenue collected and pay W&M their monthly payment (\$12,500) on the 15<sup>th</sup> of each month with an annual settlement and commission calculation done at the end of 12 months.

Additional Service Requirements are outlined in the RFP, Section VII. Statement of Needs.

### IV. **COOPERATIVE PURCHASING / USE OF AGREEMENTS by THIRD PARTIES**

This contract is being issued by William & Mary on behalf of the Virginia Higher Education Procurement Consortium ("VHEPC") which includes all members from the Virginia Association of State College and University Purchasing Professionals ("VASCUPP"). Reference the VASCUPP Zone Map <https://www.vascupp.org/VASCUPPzonemap.pdf>

It is the intent of this contract to allow for cooperative procurement. Accordingly, this may include any and all state, local governments, school districts, public body, public or private health or higher education institutions or the University's affiliated foundations in the United States may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor will notify the University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate



contract is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor. The Contractor will provide annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes if need be. The Contractor is strongly encouraged to offer additional discounts to all contract participants as the result of increasing aggregated spending among all entities accessing the contract. A plan for extending deeper discounts among all contract participants will be requested during negotiations.

#### **V. Financial Overview Pricing Structure**

Caldwell & Gregory shall provide the following as outlined in their proposal:

- Provide Speed Queen Quantum washers & dryers, and 12 professional folding tables;
- Support CBORD laundry controllers and systems;
- Provide \$100,000 fund allowance over the life of the contract for renovations and student internships, sponsorships or other areas to benefit students as determined by the Director of Residence Life.

Based on current conditions, William & Mary has selected the Payment Model as offered below:

##### **Payment Model**

Caldwell & Gregory will pay the University 80% of all revenue over average \$30.00 per machine annually. (Energy star front load and HE top load washers is considered 1.5 machines each, Stack Washer/dryers = 2.5 machines each, Single dryers = 1 machine each, Stack dryers = 2 machines each.)

Caldwell & Gregory shall provide 11 monthly payments of \$12,500 (\$137,500 total) with an annual settlement and commission calculation done at the end of 12 months. The 12<sup>th</sup> check due no later than June 30 will be based upon the difference between the amount of the annual commission calculation and the \$137,500 previously paid.

This cooperative agreement allows the University and other accessing entities to select or change a payment model to meet the needs of each institution with evolving technology over the term of the contract.

#### **VI. VHEPC Cooperative Procurement**

Caldwell & Gregory agrees to:

Pay UVA/VHEPC 1% of net revenue generated by C&G to accessing entities outside of the Consortium membership (<http://vhepc.org/>) associated with the Primary Agreement (as the "PAC Annual Fee").

The fee will be capped at \$2,000 per institution or accessing entity per year.

The PAC Annual Fee will be paid in exchange for marketing services provided by the Consortium

Fully support this marketing relationship by promoting the availability of the Primary Agreement to non-Consortium entities;

Provide annual sales reports detailing the amount of sales to each non-Consortium accessing entity.

