REQUEST FOR PROPOSAL

Services

R16- 148 MZ

Date issued: October 26, 2016

JANITORIAL SERVICES CITY ADMINISTRATION, CITY HALL, SUSTAINABILITY BUILDINGS

THE CITY OF COLORADO SPRINGS

The City of Colorado Springs requests Fixed Unit Price proposals, as detailed in this Request for Proposal (RFP), for Janitorial Services for the City Administration, City Hall, and Sustainability Buildings.

The City is seeking competitive proposals from firms interested in providing janitorial services in accordance with the specifications for the City Administration Building, located at 30 S. Nevada Ave, the City Hall Building located at 107 N. Nevada Ave and Center for Sustainability Buildings located at 702/704 E. Boulder Street.

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SECTION I – PROPOSAL INFORMATION

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors, such as proposal submission instructions and other similar administrative elements. This RFP is available on Bidnet Direct (www.bidnetdirect.com). All addenda or amendments shall be issues through the Bidnet Direct System and may not be available through any other source.

1.1 RFP SCHEDULE OF EVENTS

The upcoming schedule of events is as follows:

Event	**Date**
Issue Request for Proposal	October 26, 2016
Pre-Proposal Conference	November 3, 2016 1:00PM

We will hold a pre-proposal conference at the City of Colorado Springs City Administration Building, 30 S Nevada Ave., **Conference Room 201**, Colorado Springs, CO 80903. This meeting is not mandatory. However all Offerors are encouraged to attend.

Cut Off Date for Questions	November 16, 2016 2:00PM

Questions about the RFP must be emailed in writing and directed to Michael Zeller, at the following email address:mzeller@springsgov.com. A written response to any inquiry may be provided in the form of an Amendment to the solicitation. See 1.7 Amendments. Questions must be received no later than Date.

The only acceptable method of submitting questions is by email to the Contracting Specialist. Faxes or physical mail delivery are not acceptable.

Proposal Due Date	November 29, 2016 2:00PM
Interviews (if applicable)	December 9, 2016 EST
Award of Contract	December 23, 2016 EST
Notice to Proceed	December 31, 2016 EST

1.2 SUBMISSION OF PROPOSAL

Proposals are to be submitted to:

Michael Zeller
Contracts Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO 80903

**********NO LATE OFFERS WILL BE ACCEPTED**********

Date/Time: Proposals shall be received on or before November 29, 2016 2:00PM.

Identification of Proposal:

Proposals shall be submitted in an envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. and Title: R16-148MZ Janitorial Services
Due Date: November 29, 2016
Company:

Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposals and then resealed.

1.3 NUMBER OF COPIES

Offerors shall submit one **(1) unbound original and six (6) hardcopies** of the proposal documents. **Offerors shall also submit one softcopy on CD/Thumb drive.** Upon submission, all proposal documents shall become and remain the property of the City of Colorado Springs.

1.4 SPECIAL TERMS

Please note the following definitions of terms as used herein:

The term "City" means the City of Colorado Springs.

The term "Contractor" or "Consultant" means the Offeror whose offer is accepted and is awarded the contract to provide the products or services specified in the RFP.

The term "Offer" means the proposal.

The term “Offeror” means the person, firm, or corporation that submits a formal proposal or offer and that may or may not be successful in being awarded the contract.

The term “Project” refers to Janitorial Services City Admin and City Hall Buildings.

The term “Request for Proposal” or “RFP” means this solicitation of a formal, negotiable proposal/offer. Any offer that is accepted will be the offer that is deemed by the City of Colorado Springs to be most advantageous in terms of the criteria designated in the RFP.

1.5 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. The Offeror may present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information included in proposals must be legible. Any and all corrections and or erasures must be initialed by Offeror. Each proposal shall be accompanied by a cover letter signed by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.6 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must include in bold letters the term “CONFIDENTIAL” on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is acceptable. Decisions regarding the confidentiality of information will be made when requests are made to make the information public. All offers and parts of offers, which are not marked as confidential, will automatically be considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.7 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. Offerors are required to acknowledge receipt of any

amendments issued to this RFP by returning a signed copy of each amendment issued. Signed copies of each amendment must be received on or before the time set for receipt of offers.

The City of Colorado Springs will post all amendments on the Rocky Mountain E-Purchasing System (www.rockymountainbidsystem.com). It is the Offeror's responsibility to check the website for posted amendments or contact the Contracts Specialist listed to confirm the number of amendments which have been issued.

1.8 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer.

1.9 ACCEPTANCE

Any offer received and not withdrawn shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.

By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado Springs at any time within 90 calendar days from the date of submission deadline.

The City of Colorado Springs reserves the right (a) to reject any or all offers,(b) to waive informalities and minor irregularities in offers received, and/or (c) to accept any portion of an offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection of the offer for non-responsiveness.

1.10 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation shall be at the Offeror’s sole expense and is the Offeror’s total and sole responsibility.

1.11 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in this RFP to determine the best value, considering all factors and criteria in the proposals submitted. Best value means the expected outcome of an acquisition that, in the City’s estimation, provides the greatest overall benefit in response to the requirements detailed in the RFP. The City of Colorado Springs reserves the right to reject any or all offers and to not make an award.

1.12 PERFORMANCE PERIOD

The performance period any contract awarded as a result of this RFP is anticipated to be as follows.

Base Year:	January 1, 2017 – December 31, 2017
Option Year 1:	January 1, 2018 – December 31, 2018
Option Year 2:	January 1, 2019 – December 31, 2019
Option Year 3:	January 1, 2020 – December 31, 2020
Option Year 4:	January 1, 2021 – December 31, 2021

Maximum Option Year unit price increase shall be capped at a not to exceed limit of three (3) percent (annually) or the Denver CPI, whichever is lower. If requested unit price quotes for any option year period exceed three (3) percent or the Denver CPI, the City reserves the right to not exercise the option and/or re-solicit proposals or bids. Furthermore, the option years may be exercised or not exercised at the City's sole discretion, based on performance and any other relevant factors.

1.13 DEBRIEFING

Offerors not selected may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their proposal upon receipt of notification that their offer was not selected.

A debriefing may be scheduled by contacting the Contracts Specialist listed above. The Contracts Specialist must receive a written request for debriefing no later than ten (10) calendar days after issuance of a notification that the Offeror's offer was not selected.

1.14 SUBSTANTIVE PROPOSALS

By responding to this RFP, the Offeror certifies (a) that Offeror's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that Offeror has not directly or indirectly induced or solicited any other offerors to put in a false or sham proposal; (c) that Offeror has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing an offer or proposal; (d) that Offeror has not sought by collusion to obtain for themselves any advantage over any other offerors or over the City of Colorado Springs; and (e) that Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations.

1.15 OFFEROR'S QUALIFICATIONS

Each Offeror must complete Exhibit 6 – Qualification Statement.

No contract will be awarded to any Offeror who is in arrears to the City, upon any debt or contract, or who is in default, in any capacity, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City based on past performance.

1.16 NON-COLORADO ENTITIES

If Offeror is a foreign entity, Offeror shall comply with C.R.S. section 7-90-801, "Authority to transact business or conduct activities required," and section 7-90-802, "Consequences of transacting business or conducting activities without authority."

Before or at the time that the contract is awarded to an entity organized or operating outside the State of Colorado, such entity shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such entity must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. The entity shall also provide the a certified copy of the designation of place of business and appointment of agent for service of process from the Colorado Secretary of State, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.17 PROCUREMENT RULES AND REGULATIONS

All projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City website www.coloradosprings.gov. The Contracts Specialist may also provide a softcopy of the Rules and Regulations upon request. Any discrepancies regarding conflicting statements, decisions, irregularities, clauses, or specifications will be rectified utilizing the City's Procurement Rules and Regulations, when applicable. It is the Offeror's responsibility to advise the Contracts Specialist listed in this RFP of any perceived discrepancies prior to the date and time the offer is due.

1.18 FAIR TREATMENT OF OFFERORS

The City Procurement Services Division shall be responsible for ensuring the procurement of products, commodities, and services are in a manner that affords all responsible businesses a fair and equal opportunity to compete. If an Offeror believes that a procurement is not conducted in a fair and equitable manner, the Offeror is encouraged to inform the City Procurement Services Manager as soon as possible.

1.19 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

(a) Sections I-IV of this Solicitation
(b) Statement of Work
(c) Other Appendices, Schedules, Exhibits, or Attachments

1.20 SALES TAX

The successful Offeror, if awarded a contract, shall apply to the Colorado Department of Revenue for a tax-exempt certificate for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable and should be included in all proposals. The tax exempt project number and the exemption certificate only apply to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. In these instances, the purchase or rental is subject to full taxation at the current taxation rate.

The Offeror and all subcontractors shall include in their Offer City of Colorado Springs Sales and Use Tax on the work covered by the offer, and all other applicable taxes.

Forms and instructions can be downloaded at https://coloradosprings.gov/cat/government/tax-information/sales-tax. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

1.21 INTERPRETATION OF PLANS AND SPECIFICATIONS

Any change to proposal forms, plans, or specifications prior to the opening of proposals will be issued by the City in the form of an Amendment. Certain individuals may be named in the RFP that have authority to provide information, clarification or interpretation to Offerors prior to opening of proposals. Information obtained from persons other than those named individuals is invalid and shall not be used for proposal purposes.

1.22 COMBINATION OR CONDITIONAL PROPOSALS

If an RFP is issued for projects in combination and separately, the Offeror may submit proposals either on the combination or on separate units of the combination. The City reserves the right to make awards on combination or separate proposals to the advantage of the City. Combination proposals will be considered, only when specified.

1.23 ANTI-COLLUSION AFFIDAVIT

The Offeror by signing their proposal submitted to the City is certifying that the Offeror has not participated in any collusion or taken any action in restraint of free competitive bidding. This statement may also be in the form of an affidavit provided by the City and signed by the Offeror. The original of the signed anti-collusion affidavit, if separately required and provided with the RFP, shall be submitted with the proposal. The proposal will be rejected if it does not contain the completed anti-collusion affidavit.

SECTION II – PROPOSAL CONTENT

2.0 PROPOSAL CONTENT

Section II provides instructions regarding the format and content required for proposals submitted in response to this solicitation.

2.1 PROPOSAL FORMAT

Offeror's written proposal should include concise, but complete, information, emphasizing why the Offeror is best or best qualified to provide the required services. The Offeror's written proposal should include the information in the format outlined below and must be limited to no more than twenty-five (25) pages. **A page shall be defined as 8-1/2" x 11"; single sided, with one inch margins, and a minimum font of Times New Roman 10**. The only exception to the 8-1/2" x 11" paper size is the proposed project schedule. It may be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above. Each section of the proposal should be labeled to clearly follow the requirements sections identified in this this section of the RFP. The following listed Exhibits must be filled out and returned with the proposal and are not counted against the page limit:

Exhibit 1	Proposal Certification
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 6	Qualifications Statement

Resumes do not count against the page limit.

2.2 COVER LETTER

The cover letter shall be no more than three pages. The cover letter shall contain at least the following information.

A. RFP Number and Project Name.
B. Statement that the Offeror is qualified to perform the work.
C. Certification Statement that the information and data submitted are true and complete to the best knowledge of the individual signing the letter.
D. Name, telephone number, email address, and physical address of the individual to contact regarding the proposal.
E. The signature of an authorized principal, partner, or officer of the Offeror.

2.3 PROPOSAL CERTIFICATION

The Offeror must fill out and submit Exhibit 1 with its Proposal.

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

The Offeror must provide a brief history and overview of its company and its organizational structure, with special emphasis on how this project will fit within that structure. Also include principal place of business location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information will be kept confidential by the City).

2.5 PROPOSAL NARRATIVE/TECHNICAL AND MANAGEMENT APPROACH

In the proposal narrative/technical and management approach section, the Offeror should explain what the Offeror will do and how it will perform if awarded a contract.

2.5.1 TECHNICAL AREA

The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.

A. Understanding of and Compliance with Technical Requirements

In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work necessary to complete the project. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions:

1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry?
2. Does the proposal fully and completely address each requirement and goal of the Statement of Work?
3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule?
4. Does the technical solution seem realistic?
5. Does it generally appear that the Offeror knows and thoroughly understands the business and the RFP requirements?

B. Project Approach

In the Technical Area, the Offeror should clearly present proposed solutions and indicate that it has performed adequate planning to accomplish project tasks as

defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged.

The Offeror must at least address the following areas:

1. Schedule Management. Discuss Offeror's approach to schedule management including updating and reporting progress of the work.
2. Quality Control. Discuss Offeror's quality control plan, processes and approach to ensure that the City receives a quality product.
3. Safety. Discuss Offeror's approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)?
2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement?
3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high?

2.5.2 MANAGEMENT AREA

The Offeror must explain its method of managing the work to be performed. The content must include, but no necessarily be limited to, the following information.

A. Program Management Controls

In the Management Area, the Offeror should provide:

1. A plan of operation, to include management of personnel, workload, schedule, and budget
2. An organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management concepts should be addressed, including hiring, firing, discipline, incentive plans, etc.
3. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors.
4. A detailed schedule for the project showing the key activities and how they will meet or improve the City's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to

the work as addressed above. Schedules should address controls to ensure the project will remain on schedule and on budget. Schedules submitted for this project shall assume a start date of January 1, 2017.

It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system?
2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort?
3. Do the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high-quality personnel?
4. Does the proposal explain how the Offeror will address corrective actions in case of delays (e.g. expediting materials, additional resources, etc.)?
5. Does the proposal explain how the Offeror will remain within schedule and budget?

B. Past Performance/Relevant Experience and Key Personnel

In the Management Area, the Offeror should provide at least three references or name contracts demonstrating that it successfully provided services/products that are the same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. Does the proposal include at least three references or past performance citations?
2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP?
3. Does the Offeror explain how they were successful on the projects provided as past performance?
4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?

Key Personnel

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. Resumes do not count toward the page limit. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Explain how the key personnel were related to the projects cited as relevant past performance.

1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information?
2. Does the Offeror provide resumes for all key personnel, as required by the RFP?
3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently?

2.6 PRICE AREA

Although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of other Offerors. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions.

1. How does the price compare to the industry competition?
2. If low, is it unrealistically low?
3. If high, is there demonstrated added value for the additional cost?
4. Is the price itemized, so that it is clear how the cost was built? If so, do the costs look appropriate for the task?

2.7 PROPOSAL PRESENTATION

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented.

2.8 EXCEPTIONS

All Offerors must complete Exhibit 3, Exceptions Form and return it with their proposal. Some terms and conditions are not negotiable. Exceptions may be grounds for rendering the proposal unacceptable without further discussions.

2.9 INSURANCE REQUIREMENTS

All Offerors must complete Exhibit 4, Minimum Insurance Requirements and return with their proposal. Lack of responsiveness in this area may be grounds for rendering the proposal unacceptable without further discussions.

SECTION III – EVALUATION FACTORS

3.0 EVALUATION AND AWARD

Section III provides information regarding evaluation criteria and scoring. It also includes information regarding proposal selection and award of the resultant contract.

3.1 EVALUATION CRITERIA

3.1.1 TECHNICAL AREA -- UNDERSTANDING OF AND COMPLIANCE WITH TECHNICAL REQUIREMENTS

See Section II - Item 2.5.1A

3.1.2 TECHNICAL AREA -- PROJECT APPROACH

See Section II - Item 2.5.1B

3.1.3 MANAGEMENT AREA -- PROGRAM MANAGEMENT CONTROLS

See Section II - Item 2.5.2A

3.1.4 MANAGEMENT AREA -- PAST PERFORMANCE/RELEVANT EXPERIENCE/KEY PERSONNEL

See Section II – Item 2.5.2B

3.1.5 PRICE/COST AREA -- PRICE/COST

See Section II – Item 2.6

3.1.6 PROPOSAL PRESENTATION AREA – PROPOSAL PRESENTATION

See Section II – Item 2.7

3.1.7 EXCEPTIONS AND INSURANCE

See Section II – Items 2.8 and 2.9

3.2 RANKING

A. The order of ranking or importance in the evaluation shall be as follows:

First: Price/Cost Area
Second: Technical Area
Third: Management Area
Fourth: Proposal Presentation Area

B. Possible scores for each criterion shall be as follows:

5 – Exceptional

4 – Very Good
3 – Satisfactory
2 – Marginal
1 – Unacceptable

C. Definitions for scoring are as follows:

1. <u>The following apply to the Technical and Management Areas:</u>

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed.

2. <u>The following apply to the Price Area:</u>

Exceptional – The proposal meets all and exceeds many of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer all questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed. The price is lower than the budget amount and/or the average price of the competition.

Very Good -- The proposal meets all and exceeds some of the requirements of the RFP to the benefit of the City, and the information provided is of such a nature as to answer most questions without need for further inquiry. There are no corrective actions required, and no compromise of requirements is needed.

The price is lower than the budget amount and/or the average price of the competition.

Satisfactory -- The proposal meets the requirements of the RFP, and the information provided is of such a nature as to answer many questions without need for further inquiry. There are very few corrective actions required, and no substantive compromise of requirements is needed. The price is very close to the budget amount and/or the average price of the competition.

Marginal -- The proposal does not meet some of the requirements of the RFP, and the information provided is of such a nature as to require some clarification. There are some corrective actions required, and some non-substantive compromise of requirements is needed. The price exceeds the budget amount and/or the average price of the competition.

Unacceptable -- The proposal does not meet many of the requirements of the RFP, and the information provided is of such a nature as to require much clarification. There are many corrective actions required, and substantive compromise of requirements is needed. The price significantly exceeds the budget amount and/or the average price of the competition.

3. <u>The following apply to the Proposal Presentation Area:</u>

Exceptional – The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality far exceeds that of the competition, industry standard, or reasonable expectation.

Good -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality exceeds that of the competition, industry standard or reasonable expectation.

Satisfactory -- The proposal is professionally communicated, complete in all areas, provides sufficient detail, and is presented in a clear and effective manner. The quality is equal to that of the competition, industry standard, or reasonable expectation.

Marginal -- The proposal is not professionally communicated and is incomplete in some areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is below that of the competition, industry standard, or reasonable expectation.

Unacceptable -- The proposal is not professionally communicated and is incomplete in many areas, provides insufficient detail, and is not presented in a clear and effective manner. The quality is far below that of the competition,

industry standard, or reasonable expectation.

D. Final/Overall Scoring

The final proposal score will be determined by adding the area scoring. The sum of the area scores will be the final/overall score.

3.3 SELECTION COMMITTEE

A selection committee will review all proposals. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the Offerors whose proposals are deemed to be unacceptable. Those Offerors offering proposals deemed to be acceptable by the City will be evaluated and scored by the selection committee. This scoring will determine which Offerors are considered to be in the competitive range and may be the basis for an award decision without further steps.

If the selection committee elects not to award based upon evaluation scoring, it may engage in a forced elimination process. To inform this process, it may require oral presentations or interviews with the Offerors considered to be in the competitive range. If oral presentations or interviews are conducted, they may also be scored, or they may simply be considered as information supporting the forced elimination process. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. The intent of the forced elimination process is to reach consensus. The decision will be based on all relevant factors, and based upon perception of best value. The final decision may or may not exactly reflect scoring ranking.

The City also reserves the right to request best and final offers from all Offerors at any point in the proposal evaluation process.

3.4 AWARD OF CONTRACT

It is anticipated that there will be negotiations or discussions with Offerors. However, the City reserves the right to award without negotiations or discussions. The City also reserves the right to award a contract not necessarily or merely to the Offeror with the most advantageous price. The City intends to award to the Offeror that demonstrates the best value to the City and the most substantiated ability to fulfill the requirements contained in this Request for Proposal. A contract prepared by the City will be finalized and/or negotiated with the successful Offeror. In the event a contract cannot be negotiated with the top ranked Offeror, the City may enter into negotiations with the second highest ranked Offeror, or the City may decide to call for new proposals. Immediately after the notice of award, the successful Offeror will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The successful Offeror may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV – RESERVED

SECTION V – EXHIBITS

5.0 EXHIBITS

Exhibit 1	Proposal Certification
Exhibit 2	Sample Contract
Exhibit 3	Exceptions
Exhibit 4	Minimum Insurance Requirements
Exhibit 5	Statement of Work
Exhibit 6	Qualification Statement
Exhibit 7	Evaluation Scoresheet

EXHIBIT 1 PROPOSAL CERTIFICATION

Check or Mark the space after each number to indicate compliance.

1. _____ Address of Offeror's Principal Place of Business:

_____

_____

_____

Does Offeror have an established office or facility in Colorado Springs?

Yes _____ No _____

If yes, indicate address below if different than Principal Place of Business.

Colorado Springs Facility - Year established _____

Address of Colorado Springs Facility:

_____

_____

_____

Percent of Work to be Performed from Principal Place of Business? _____

Percent of Work to be Performed from Colorado Springs Facility? _____

2. _____ Indicate your ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements Exhibit. (The certificate of insurance must reflect the City of Colorado Springs as an Additional Insured, as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies:

Yes _____ No _____

Your property and liability insurance company is licensed to do business in Colorado:

Yes _____ No _____

Provide the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes _____ No _____

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes _____ No _____

3. _____ Provide one (1) copy of current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

4. _____ Provide the completed and signed proposal. (Proposals must be identified as specified in this RFP document). All required Exhibits are attached.

By signing below, the Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or any Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has appointed _____ as the Offeror's representative and contact for all questions or clarifications in regard to this Offeror.

Telephone: (___) _____

Email: _____

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and are legally authorized by the Offeror to make the above statements or representations.

_____	_____
(Name of Company)	(Signature)
_____	_____
(Address)	Date
_____	_____
(City, State and Zip)	(Telephone Number)

_____ _____
(Name typed/Printed) (Title)

_____
(E-Mail Address)

FEDERAL TAX ID #_____

This Company Is: Corporation___ Individual____ Partnership____ LLC____

Offeror hereby acknowledges receipt of the following amendments, if applicable Offeror agrees that it is bound by all Amendments identified herein.

AMENDMENT #1_____ DATED:_____

AMENDMENT #2_____ DATED:_____

AMENDMENT #3_____ DATED:_____

Please Note the attached Representations and Certifications must be initialed by Offeror in the spaces provided and returned with this certification.

REPRESENTATIONS AND CERTIFICATIONS

Exhibit 1 Continued

1. INSURANCE REQUIREMENTS

Offeror shall comply with all insurance requirements and will submit the Insurance Certificates prior to performance start date. If limits are different from the stated amounts, Offeror shall explain variance. Certain endorsements and "additionally insured" statements may require further clarification and specific statements on a project specific basis and should have been described in the Offeror's proposal.

_____
Initials for 1

2. ETHICS VIOLATIONS

a) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this clause in its own operations and direct business relationships.
b) Offeror certifies the Offeror has not violated or caused any person to violate, and shall not violate or cause any person to violate, the City's Code of Ethics contained in Article 3, of Chapter 1 of the City Code and in the City's Procurement Rules and Regulations
c) When the Offeror has reasonable grounds to believe that a violation described in this clause may have occurred, the Offeror shall promptly report the possible violation to the City Contracts Specialist in writing.
c) The Offeror must disclose with the signing of this proposal, the name of any officer, director, or agent who is also an employee of the City and any City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Offeror's firm or any of its branches.
d) In addition, the Offeror must report any conflict or apparent conflict, current or discovered during the performance of the Contract, to the City Contracts Specialist.
e) The Offeror shall not engage in providing gifts, meals or other amenities to City employees. The right of the Offeror to proceed may be terminated by written notice issued by City Contracts Specialist if Offeror offered or gave a gratuity to an officer, official, or employee of the City and intended by the gratuity to obtain a contract or favorable treatment under a contract.
f) The Offeror shall cooperate fully with the City or any agency investigating a possible violation on behalf of the City. If any violation is determined, the Offeror will properly compensate the City.
g) The Offeror agrees to incorporate the substance of this clause (after substituting "Contractor" for "Offeror") in all subcontracts under this offer.

_____
Initials for 2

3. ILLEGAL ALIENS

If Offeror has any employees or subcontractors, Offeror shall comply with § 8-17.5-101, et seq., C.R.S. regarding Illegal Aliens – Public Contracts for Services, and this section of this Agreement. 8-17.5-102 includes, in part, that:

1. Offeror shall not:
   a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
   b. Enter into a contract with a subcontractor that fails to certify to Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
2. Offeror has verified or attempted to verify that Offeror does not employ any illegal aliens and, will participate in the E-Verify Program or State Department program in order to confirm eligibility of all employees who are newly hired to perform work under public contract for services.
3. Offeror will not use E-Verify Program or State Department program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
4. If Offeror obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Provider shall:
   a. Notify the subcontractor and the City within three days that Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
   b. Terminate the subcontract with the subcontractor if within three days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien. However, the Offeror shall not terminate the contract with the subcontractor if during this three day period:
      i. The subcontractor provides information which establishes that the subcontractor has not knowingly employed or contracted with an illegal alien, and
      ii. The Offeror will not employ the illegal aliens in the performance of any City contract.
5. Offeror shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
6. If Offeror violates this provision, the City may terminate the contract for a breach of contract. If the Agreement is terminated, the Offeror shall be liable for actual and consequential damages.

_____
Initials for 3

4. COOPERATION WITH OTHER CONTRACTORS

Other City activities/contracts may be in progress or start during the performance of this

contract. The Offeror shall coordinate the work harmoniously with the other contractors or City personnel, if applicable.

_____
Initials for 4

5. INTERNET USE

Should the Offeror require access to City Internet resources in the performance of this requirement, a “Contractor’s Internet Use Agreement” form must be separately signed by each individual having access to the City Network. The completed Contractor’s Internet Use Agreement will be maintained with this agreement. Inappropriate use of the City Network will be grounds for immediate termination of any awarded contact.

_____
Initials for 5

6. LITIGATION

If awarded a contract, Offeror shall notify the City within five (5) calendar days after being served with a summons, complaint, or other pleading in any matter which has been filed in any federal or state court or administrative agency. The Offeror shall deliver copies of such document(s) to the City's Procurement Services Manager. The term "litigation" includes an assignment for the benefit of creditors, and filings of bankruptcy, reorganization and/or foreclosure.

_____
Initials for 6

7. CONTRACTOR’S REGISTRATION INFORMATION

Offeror’s firm verifies and states that they are (check all that apply):

_____ Large Business (i.e. do not qualify as a small business or non-profit)

_____ Nonprofit

_____ Small Business

_____ Minority Owned Business/Small Disadvantaged Business

_____ Woman Owned Business

_____ Veteran Owned Business

_____ Service-Disabled Veteran Owned Business

_____ HUBZone Business

Note: The City accepts self-certification for these categories in accordance with Small Business Administration (SBA) standards. The SBA size standards are found on the SBA website https://www.sba.gov/content/am-i-small-business-concern.

_____
Initials for 7

8. CONTRACTOR PERSONNEL

a) The Offeror shall appoint one of its key personnel as the "Authorized Representative" who shall have the power and authority to interface with the City and represent the Offeror in all administrative matters concerning this proposal and any awarded contract, including without limitation such administrative matters as correction of problems modifications, and reduction of costs.
b) The Authorized Representative shall be the person identified in the Offeror's proposal, unless the Offeror provides written notice to the City naming another person to serve as its Authorized Representative. Communications received by the City Contracts Specialist from the Authorized Representative shall be deemed to have been received from the Offeror.

The individual, _____ (Name)
with position, _____ (Title)
Can be reached at
Work telephone number: _____
Home telephone number: _____
Cellular telephone number: _____
E-mail address: _____

_____
Initials for 8

9. OFFEROR'S CERTIFICATION

The undersigned hereby affirms that:
a) He/She is a duly authorized agent of the Offeror;
b) He/She has read and agrees to the City's standard terms and conditions attached.
c) The offer is presented in full compliance with the collusive prohibitions of the City of Colorado Springs. The Offeror certifies that no employee of its firm has discussed, or

compared the offer with any other offeror or City employee and has not colluded with any other offeror or City employee.
d) The Offeror certifies that it has checked all of its figures, and understands that the City will not be responsible for any errors or omissions on the part of the Offeror in preparing its proposal.
e) By submitting an offer the Offeror certifies that it has complied and will comply with all requirements of local, state, and federal laws, and that no legal requirements have been or will be violated in making or accepting this solicitation.
I hereby certify that I am submitting the proposal based on my company's capabilities to provide quality products and/or services on time.

_____
Initials for 9

10. OFFEROR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:

1. The Offeror certifies to the best of its knowledge and belief, that (i) the Offeror and/or any of its Principals
    a. Are ( ), Are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    b. Have ( ), Have not ( ), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) contract or subcontract; violation of Federal or state antitrust statutes relation to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property; and
    c. Are ( ), Are not ( ) presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in any paragraphs above.
2. The Offeror shall provide immediate written notice to the City Contracts Specialist if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reasons of changed circumstances.
3. The certification in paragraph 1. above, is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City Contracts Specialist may terminate the contract resulting from this solicitation for default. Termination for default may result in additional charges being levied for the costs incurred by the City to initiate activities to replace the awarded Contractor.

_____
Initials for 10

11. ACCEPTANCE OF CITY CONTRACTS SPECIALIST'S SOLE AUTHORITY FOR CHANGES

Unless otherwise specified in the Contract, the Offeror hereby agrees that any changes to the scope of work, subsequent to the original contract signing, shall be generated in writing and an approval signature shall be obtained from the City Contracts Specialist prior to additional work performance.

_____
Initials for 11

Name of Company:

Federal Tax ID Number:

DUNS Number:

Principle Place of Business:

_____
Signature of Authorized Representative

Printed Name:

Title:

Date:

EXHIBIT 2 SAMPLE CONTRACT

SERVICES CONTRACT

Contract Number:		Project Name/Title				
Vendor/Contractor						
Contact Name:			Telephone:		Email:	
Address:						
Federal Tax ID #		Please check one:	☐ Corporation ☐ Individual ☐ Partnership			
City Contracting Specialist	Name & Phone#	City Dept Rep	Name & Phone# & Department Name			
NOT TO EXCEED Contract Amount:		City Account #	Acct Code (5) Fund (3) Dept (4) Project (7)			
Contract Type:		Period of Performance:				
Contract Value Amount:		Contract Funding Amount:				

1. INTRODUCTION

THIS *TYPE* CONTRACT ("Contract") is made and entered into this ___ day of _____, 2016 by and between the City of Colorado Springs, a Colorado municipal corporation and home rule city, in the County of El Paso, State of Colorado, (the "City"), and _____ (the "Contractor").

THE CITY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The City has heretofore prepared the necessary Contract Documents for the following Activity: XXXXXXXX.

The Contractor did on the ____ day of _____, 2016 submit to the City the Contractor's written offer and proposal to do the work therein described under the terms and conditions therein set forth and furnish all materials, supplies, labor, services, transportation, tools, equipment, and parts for said work in strict conformity with the accompanying Contract Documents, which are attached hereto and incorporated herein by this reference, including the following:

1. This Contract Document
2. Appendix A – Additional Terms and Conditions
3. Appendix B – Contractor's Proposal,
4. Appendix C – Statement of Work.
5. Appendix D – Project Schedule

6. Appendix E – Insurance Requirements

2. COMPENSATION/CONSIDERATION

If FFP:

THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of $xxxxxxxx.

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the total contract amount designated above and in the Notice of Award, to be paid by the City to the Contractor.

If T&M

Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the City of Colorado Springs in a good and workmanlike manner to the satisfaction of the City for the estimated price of _____ , not to exceed $_____ ("Not to Exceed estimate"). If the performance of this Contract involves the services of others or the furnishing of equipment, supplies, or materials, the Contractor agrees to pay for the same in full. At the time of payment by the City, the Contractor shall certify in writing that said payments have been so made.

This is a Time and Material (T&M) type contract. The Not to Exceed estimate is in accordance with the Contractor's T&M proposal and rates, as included in the attached proposal, dated XXXXXX. All labor charges shall be in accordance with the T&M rates provided therein. Invoiced hours shall be subject to City review and approval before payable.

The parties estimate that performance of this Contract will not exceed the Not to Exceed estimate. The Contractor shall notify the City Contracts Specialist in writing whenever it has reason to believe that the costs the Contractor expects to incur under this Contract in the following 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified herein; or the total cost for the performance of this Contract will be either greater or substantially less than had been previously estimated. As part of the notification, the Contractor shall provide the Contracts Specialist a revised estimate of the total cost of performing this Contract.

The City is not liable for any costs above the Not to Exceed estimate, and the Contractor is not obligated to continue performance under this Contract (including actions under the Termination clause of this Contract) or otherwise incur costs in

excess of the Not to Exceed estimate specified herein, until the City Contracts Specialist

(i) notifies the Contractor in writing that the estimated cost has been increased and

(ii) provides a revised estimated total not to exceed price of performing this Contract.

3. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

Performance Period	Dates	Price
Base Year:		
Option Year One:		
Option Year Two:		
Option Year Three:		
Option Year Four:		

Option years may be exercised unilaterally by the City at the City's sole discretion. Pricing for option years shall be as indicated above. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification (mailed or otherwise furnished) to the Contractor at least fifteen (15) days prior to the expiration date of the Contract, or to extend Contract for up to four additional one year option periods at the City's sole discretion.

The total value of this Contract for all years shall not exceed $XXXXXXX. The value and current funding is $XXXXXXXX for the base year.

OR

Contractor will start work promptly after the Notice to Proceed and continue to work diligently until completed. The Contractor shall complete all work on an as ordered basis throughout the Contract period which is **_____Calendar Days** after the Notice-to-Proceed ("Period of Performance") as per the specifications and drawings. The

Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. INSURANCE

The Contractor shall provide and maintain an acceptable Certificate of Insurance Policy(s) which includes Property, Liability and Professional Errors and Omissions coverage, as listed in Appendix E. The City of Colorado Springs shall be reflected as an additional insured on the Property and Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide worker's compensation insurance coverage for Contractor and all Contractor personnel. Contractor shall file applicable insurance certificates with the City and shall also provide additional insurance as indicated in this Contract. ***A CURRENT CERTIFICATE OF INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF SERVICES LISTING THE CITY AS ADDITIONALLY INSURED.***

5. RESPONSIBILITY OF THE CONTRACTOR

A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all Scope of Work services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

B. The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

D. If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

6. WORK OVERSIGHT

A. The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City's delegated Project Manager.

B. If any of the work or services being performed does not conform with Contract requirements, the City may require the Contractor to perform the work or services again in conformity with Contract requirements, at no increase in Contract amount. When defects in work or services cannot be corrected by re-performance, the City may (1) require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and (2) reduce the Contract price to reflect the reduced value of the work or services performed.

C. If the Contractor fails to promptly perform the defective work or services again or to take the necessary action to ensure future performance is in conformity with Contract requirements, the City may (1) by Contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such work or service or (2) terminate the Contract for breach of contract.

7. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

A. Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the City's Project Manager's written consent before making any substitution of these subcontractors, associates, or other contractors.

B. The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

8. KEY PERSONNEL

The key personnel listed in the proposal and/or below will be the individuals used in the performance of the work. If any of the listed key personnel leave employment or are otherwise not utilized in the performance of the work, approval to substitute must be obtained by the Contractor from the City's Project Manager. Any substitute shall

have the same or a higher standard of qualifications that the key personnel possessed at the time of Contract award.

9. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently until this Contract is completed.

The following provisions shall apply to this Contract and shall take precedence and control in the event of conflict with any other provisions of the Contract:

10. APPROPRIATION OF FUNDS

This Contract is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

11. CHANGES

The Contractor and the City agree and acknowledge as a part of this Contract that no change order or other form or order or directive may be issued by the City which requires additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for this Contract as listed above, unless the Contractor has been given a written assurance by the City that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision of this Contract. The Contractor and the City further agree and acknowledge as a part of this Contract that no change order or other form or order or directive which requires additional compensable work to be performed under this Contract shall be issued by the City unless funds are available to pay such additional costs, and, regardless of any remedy-granting provision included within this Contract, the Contractor shall not be entitled to any additional compensation for any

change which increases or decreases the Contract completion date, or for any additional compensable work performed under this Contract, and expressly waives any rights to additional compensation, whether by law or equity, unless, prior to commencing the additional work, the Contractor was given a written change order describing the change in Contract completion date or the additional compensable work to be performed, and setting forth the amount of compensation to be paid, which change order was signed by the authorized City representative. The amount of compensation to be paid, if any, shall be deemed to cover any and all additional general, extended overhead, direct, indirect or other cost or expense or profit of the Contractor whatsoever. It is the Contractor's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Contract.

No change to this Contract shall be valid unless duly approved and issued in writing by the City of Colorado Springs Procurement Services Division. The City shall not be liable for any costs incurred by the Contractor resulting from work performed for changes not issued in writing by the City of Colorado Springs Procurement Services Division.

12. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

13. CHOICE OF LAW

This Contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for El Paso County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Colorado Springs, El Paso County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

14. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Colorado Worker's Compensation Insurance for the Contractor and all employees of the Contractor. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

15. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it or anyone for whose acts the Contractor is legally liable. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City.

16. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The City shall not provide any direction to the Contractor on the work necessary to complete the project. Contractor understands that it is an independent contractor responsible for knowing how to perform all work or tasks necessary to complete project. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

17. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work.

18. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the parties. Any prior written or oral agreements or representations regarding this Contract shall be of no effect and shall not be binding on the City. This Contract may only be amended in writing, and executed by duly authorized representatives of the parties hereto.

19. INTELLECTUAL PROPERTY

The Parties hereby agree, and acknowledge, that all products, items writings, designs, models, examples, or other work product of the Contractor produced pursuant to this Contract are works made for hire, and that the City owns, has, and possesses any and all ownership rights and interests to any work products of the Contractor made under this Contract, including any and all copyright, trademark, or patent rights, and that compensation to the Contractor for Agreement and acknowledgment of this intellectual property right section of this Contract is included in any compensation or price whatsoever paid to the Contractor under this Contract. It is the intent of the parties that the City shall have full ownership and control of the Contractor's work products produced pursuant to this Contract, and the Contractor specifically waives and assigns to the City all rights which Contractor may have under the 1990 Visual Artists Rights Act, federal, and state law, as now written or later amended or provided. In the event any products, items writings, designs, models, examples, or other work product produced pursuant to this Contract is deemed by a court of competent jurisdiction not to be a work for hire under federal copyright laws, this intellectual property rights provision shall act as an irrevocable assignment to the City by the Contractor of any and all copyrights, trademark rights, or patent rights in the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, including all rights in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the Contractor's products, items writings, designs, models, examples, or other work product produced pursuant to this Contract, without further consideration, and agrees to assist the City in registering and from time to time enforcing all copyrights and other rights and protections relating to the Contractor's products, items writings, designs, models, examples, or other work product in any and all countries. It is the Contractor's specific intent to assign all right, title, and interest whatsoever in any and all copyright rights in the Contractor's products, items writings, designs, models,

examples, or other work product produced pursuant to this Contract, in any media and for any purpose, including all rights of renewal and extension, to the City. To that end, the Contractor agrees to execute and deliver all necessary documents requested by the City in connection therewith and appoints the City as Contractor's agent and attorney-in-fact to act for and in Contractor's behalf and stead to execute, register, and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution, issuance, renewals, and extensions of copyrights or other protections with the same legal force and effect as if executed by the Contractor; further, the parties expressly agree that the provisions of this intellectual property rights section shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

20. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

21. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

22. TERMINATION

A. Termination for Convenience.
By signing this Contract, Contractor represents that it is a sophisticated business and enters into the Contract voluntarily, has calculated all business risks associated with this Contract, and understands and assumes all risks of being terminated for convenience, whether such risks are known or not known. Contractor agrees that the City may terminate this Contract at any time for convenience of the City, upon written notice to the Contractor. Contractor expressly agrees to and assumes the risk that the City shall not be liable for any costs or fees of whatsoever kind and nature if termination for convenience occurs before Contractor begins any work or portion of the work. Contractor further expressly agrees and assumes the risks that the City shall not be liable for any unperformed work, anticipated profits, overhead, mobilizations costs, set-up, demobilization costs, relocation costs of employees, layoffs or severance costs, administrative costs, productivity costs, losses on disposal of equipment or materials, cost associated with the termination of

subcontractors, costs associated with purchase orders or purchases, or any other costs or fees of any kind and nature, if Contractor has started or performed portions of the Contract prior to receiving notice from the City. The City shall be liable only for the portions of work Contractor actually satisfactorily completed up to the point of the issuance of the Notice of Termination for convenience. Upon receipt of this notice the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination for Cause: The occurrence of any one or more of the following events ("Event of Default") will justify termination for cause:

i. Contractor's failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule as adjusted from time to time.

ii. Contractor's disregard of the laws or regulations of any public body having jurisdiction.

iii. Contractor's disregard of the authority of Project Manager.

iv. Contractor's violation in any material provision of the Contract Documents.

v. Contractor's failure to make prompt payments to its subcontractors, and suppliers of any tier, or laborers or any person working on the work by, through, or under the Contractor or any of them, any all of their employees, officers, servants, members, and agents.

vi. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code, or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy Laws, or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code, or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts, or makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due, or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) Calendar Days after it is filed.

vii. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment.

viii. Contractor fails to commence correction of defective work or fails to correct defective work within a reasonable period of time after written notice.

If one or more of the events identified in Paragraphs i-viii above occur, City may give Contractor written notice of the event and direct the event be cured. Any such Notice to Cure will Contractor a minimum of ten (10) calendar days to prepare and submit to the Project Manager a plan to correct the Event of Default. If such plan to correct the Event of Default is not submitted to the Project Manager within ten (10) days after the date of the written notice or such plan is unacceptable to the City, the City may, give Contractor (and the Surety, if any) written notice that Contractor's services are being terminated for cause. Upon delivery of the termination notice, City may terminate the services of Contractor in whole or in part, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, equipment, and machinery at the project site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which City has paid Contractor but which are stored elsewhere, and finish the work as City may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until Certificate of Completion of the work. In the event City terminates this Contract for Cause and the cost of completing the work exceeds the unpaid balance of the Contract price, Contractor shall pay City for any costs of completion which exceed the Contract price when combined with all amounts previously paid to Contractor. When exercising any rights or remedies under this paragraph City shall not be required to obtain the lowest price for the work performed. Should the cost of such completion, including all proper charges, be less than the original Contract price, the amount so saved shall accrue to the City. Neither the City nor any officer, agent or employee of the City shall be in any way liable or accountable to the Contractor or the Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor or Surety then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by City will not release Contractor from liability.

C. Termination Notice. Upon receipt of a termination notice, whether for convenience or cause, the Contractor shall immediately: discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data,

drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

D. Removal of Equipment. Except as provided above, in the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the City, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

23. BOOKS OF ACCOUNT AND AUDITING

The Contractor shall make available to the City if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The City's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

24. ILLEGAL ALIENS

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes: The Contractor acknowledges, understands, agrees, and certifies that: In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract; or enter into a contract with any subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this Contract. The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract for services knowingly employs or

contracts with an illegal alien, the Contractor shall notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the Contract with the subcontractor if during the three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any request by the City, federal government, or the Colorado Department of Labor and Employment made in the course of an investigation. If the Contractor violates or fails to comply with any provision of C.R.S. 8-17.5-101 et seq, the City may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

25. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

26. LABOR

The Contractor shall employ only competent and skilled workmen and foremen in the conduct of work on this Contract. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The Project Manager shall have the authority to order the removal from the work of any person, including Contractor's or any subcontractor’s employees, who refuses or neglects to observe any of the provisions of these Plans or Specifications, or who is incompetent, abusive, threatening, or disorderly in conduct and any such person shall not again be employed on the Project.

In no event shall the City be responsible for overtime pay.

27. GRATUITIES

A. This Contract may be terminated if the Mayor, the Mayor’s designee, and/or the Procurement Services Manager determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a City officer, employee, agent or Contractor for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.

B. The terms "hospitality" and "gift" include, but are not limited to, any payment, subscription, advance, forbearance, acceptance, rendering or deposit of money,

services, or anything of value given or offered, including but not limited to food, lodging, transportation, recreation or entertainment, token or award.

C. Contract termination under this provision shall constitute a breach of contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Procurement Regulations. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

28. NON-DISCRIMINATION

A. In accord with section 24-34-402, C.R.S., the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions 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.

B. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.

D. Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

29. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

A. This Contract document with its terms and conditions
B. The Statement of Work
C. Other Appendices, Attachments, Exhibits, or Schedules

30. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

31. DISPUTES

A. All administrative and contractual disputes arising from or related to this Contract shall be addressed in the following manner:
   i. If either Party disputes or disagrees with a Contract term or the other Party's interpretation of a Contract term or has any other administrative or contractual dispute not addressed in the Unanticipated Circumstances provisions, such Party shall promptly give the other Party written notice of said dispute.
   ii. The Parties shall hold a meeting as soon as reasonably possible, but in no event later than thirty (30) calendar days from the initial written notice of the dispute, attended by persons with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
   iii. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
   iv. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
   v. The Parties agree to participate in good faith in the mediation and negotiations for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.
   vi. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City of Colorado Springs and the Contractor

agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City of Colorado Springs and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for El Paso County, CO.

32. DELIVERY

The City may cancel this Contract or any portion thereof if delivery is not made when and as specified, time being of the essence in this Contract. Contractor shall pay the City for any loss or damage sustained by the City because of failure to perform in accordance with this Contract.

33. PAYMENTS

All invoices shall be sent to the Project Manager identified in this Contract.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

Each invoice must contain at least the following information:

Contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice.

IF T&M

The City will make payments for services on a monthly basis for services performed during the previous month in accordance with this Contract. All labor Invoices shall include labor categories, rates, hours worked, and total amounts per category. All labor categories and rates charged must be included in this Contract. No other categories or rates will be allowed or payable. All labor invoices are subject to City approval.

Materials will be payable on a reimbursable basis with no additional profit, fee, overhead, handling, or General and Administrative (G&A) costs. All costs for materials shall be approved by the City Contracts Specialist before the costs are incurred and payable.

The City will pay the Contractor, upon submission of proper invoices, the prices stipulated in the Contract for services rendered and accepted, less any deductions provided in this Contract within 30 days (Net 30). The City will not pay late fees or interest. Any discount payment terms offered on the invoice may be taken by the City.

34. INSPECTION OF SERVICES

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any City inspection and testing required in the Contract's specifications, except for specialized inspections or tests specified to be performed solely by the City.

A. Definition of "services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City during Contract performance and for as long afterwards as the Contract requires.

C. The City has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

D. If the City performs inspections or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

35. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

36. TIME IS OF THE ESSENCE

In as much as the Contract concerns a needed or required service, the terms, conditions, and provisions of the Contract relating to the time of performance and completion of work are of the essence of this Contract. The Contractor shall begin work on the day specified and shall prosecute the work diligently so as to assure completion of the work within the number of calendar days or date specified, or the date to which the time for completion may have been extended.

37. EMPLOYMENT OF LABOR

The Contractor shall comply with, and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

38. SALES TAX

The Contractor must have a tax-exemption certificate from the Colorado Department of Revenue for this project. The certificate does not apply to City of Colorado Springs Sales and Use Tax which shall be applicable. The tax exempt project number and the exemption certificate only applies to County, PPRTA (Pikes Peak Rural Transportation Authority), and State taxes when purchasing construction and building materials **to be incorporated into this project**.

Furthermore, the exemption **does not** include or apply to the purchase or rental of equipment, supplies or materials that **do not become a part of the completed project or structure**. Such purchases and rentals are subject to full applicable taxation.

All contracts with subcontractors must include the City of Colorado Springs Sales and Use Tax on the work covered by the Contract, and other taxes as applicable.

Note: For all equipment, materials and supplies incorporated into the work purchased from vendors or suppliers not licensed to collect City Sales Tax (i.e. out of state suppliers, etc.), City Use Tax is due and payable to the City. The Contractor shall execute and deliver, and shall cause the Contractor's subcontractors to execute and deliver to the City Sales Tax Office, ST 16 forms listing all said equipment, materials and supplies and the corresponding use tax due, along with payment for said taxes. Any outstanding taxes due may be withheld from the final payment due the Contractor and may result in suspension of Contractor from bidding on City projects.

Forms and instructions can be downloaded at https://coloradosprings.gov/cat/government/tax-information/sales-tax. Questions can be directed to the City Sales Tax Division at (719) 385-5903.

Our Registration Numbers are as follows:
City of Colorado Springs
Federal I.D.: 84-6000573
Federal Excise: A-138557
State Sales Tax: 98-03479

The Contractor's payment or exemption of State of Colorado, El Paso County and City Sales and Use Taxes shall be as specified herein.

39. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

40. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

41. APPENDICES

The following Appendices are made a part of this Agreement:

1. Appendix A – Additional Terms and Conditions
2. Appendix B – Contractor’s Proposal,
3. Appendix C – Statement of Work.
4. Appendix D – Project Schedule
5. Appendix E – Insurance Requirements

CONTRACT SIGNATURE PAGE

The Contractor certifies in accord with Section 8-17.5-102(1) C.R.S. that, on the date the Contractor signs this Contract, the Contractor does not knowingly employ or Contract with an illegal alien who will perform work under this Contract and that the Contractor shall participate in the e-verify program or Colorado Department of Labor and Employment program in order to confirm the employment eligibility of all employees who are newly hired for employment or to perform work under this Contract. The Contractor is expressly prohibited from using the e-verify program or Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day and the year first above written.

This Contract is executed in one (1) original copy.

THE CITY OF COLORADO SPRINGS, COLORADO:

SECOND PARTY:	
Corporate Name	
Signature	Date
Title	

EXHIBIT 3 EXCEPTIONS

Print the words "no exceptions"(here)_____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Authorized Signature: _____

Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 4 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

1.	X	Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of $100,000.
2.	X	Automobile Liability covering any auto (including owned, hired, and non-owned autos) with a minimum of $1,000,000 each accident combined single limit.
3.	X	Commercial General Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include blanket contractual, broad form property damage, products and completed operations and contractors protective endorsements.
4.	NA	Liquor Legal Liability Insurance: If the event producer is a business that manufactures, distributes, sells, or serves alcoholic beverages, and intends to serve or sell alcoholic beverages at an event, they must also submit a Certificate of Insurance providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. a. If this event producer hires a vendor to serve or sell alcoholic beverages, rather than providing the alcohol themselves, they must submit a Certificate of Insurance from the vendor providing proof of a liquor legal liability insurance policy or properly endorsed general liability policy. b. In either case, the minimum acceptable limit of liability per claim and aggregate is $1,000,000. This requirement applies to the business or group which serves or sells the alcohol.
5.	NA	Technology Errors and Omissions Liability including Network Security and Privacy Liability not less than $3,000,000 per loss with a $3,000,000 aggregate. a. The policy shall provide a waiver of subrogation. b. The insurance shall provide coverage for liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form. c. Network Security Liability arising from the unauthorized access to, use of or tampering to gain access to your services including denial of service, unless caused by a mechanical or electrical failure d. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs theron.
6.	X	Excess Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence.
7.	NA	Builders Risk or Installation Floater Insurance: Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property.

8.	NA	Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts with limits of not less than $1,000,000 per occurrence and in the aggregate. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
9.	NA	Pollution Legal Liability Insurance for limits of not less than $1,000,000 for sudden and accidental incidents including on-site clean-up for new conditions, third party liability for bodily injury and property damage at on-site and off-site locations, and third party clean-up for new and pre-existing conditions.

Except for workers' compensation and employer's liability insurance, the **City of Colorado Springs must be named as an additional insured**. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.

All coverage furnished by contractor is primary, and any insurance held by the City of Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

_____
(Name of Company)

_____
(Signature) *(Date)*

EXHIBIT 5 STATEMENT OF WORK

5.1 INTRODUCTION

The City of Colorado Springs is soliciting competitive proposals from local, established and experienced janitorial and cleaning service firms which include all labor, materials, supplies, equipment, training and supervision needed to provide quality professional janitorial services for the **City Administration Building** ("CAB"), located at *30 S. Nevada Avenue in Colorado Springs*, the **City Hall Building** ("City Hall"), located at *107 N. Nevada Avenue in Colorado Springs* and the **Center for Sustainability**, located at *702 and 704 Boulder Street*. The following information is provided to assist the Contractor in understanding the scope of services required by the City to adequately clean the facilities specified in Attachment A. It is the intent of this RFP to solicit sealed proposals from local, established and experienced janitorial and cleaning service firms to provide all related items for the City of Colorado Springs. The successful firm shall furnish all labor, materials, supplies, equipment, training and supervision needed to properly clean the CAB, City Hall, and Center for Sustainability facilities to the satisfaction of the City.

5.2 BACKGROUND & PURPOSE

A. PURPOSE

This Statement of Work (SOW) defines the desired outcomes of this solicitation and the Contract, as well as the general work requirements, associated standards of performance, and expectations of the janitorial services provider in delivering quality professional janitorial services for the facilities specified in Attachment.

B. BUILDING INFORATION

This solicitation is for professional janitorial services for City facilities, including the: **(1) City Administration Building**, located at *30 South Nevada Avenue*; **(2) City Hall Building**, located at *107 N. Nevada Avenue; and* **(3) Center for Sustainability***, located at 702/704 E. Boulder Street*. Facilities are office buildings comprised primarily of City legislative and administrative offices.

The City Administration Building (CAB) is an office building with approximately 136,312 square feet of space and a building capacity of approximately 300 people located at 30 South Nevada Avenue in Downtown Colorado Springs. The CAB is comprised primarily of City legislative and administrative offices, which are distributed among the building's seven (7) floors and basement. In addition to dedicated office spaces for various City departments (including the City Clerk's office), the CAB is home to the City's Pharmacy, Health Management and Occupational Health suites. The entire third (3rd) floor of the CAB is dedicated to the Colorado Springs Police Department. The third floor has additional security

measures which impact the times that janitorial services are permitted, as well as the access terms and personnel requirements. (See Section 7 for specific security policies and requirements)

The City Hall building is an office building with approximately 32,550 square feet of space. The building is located at 107 N Nevada in Downtown Colorado Springs. The City Hall Building comprised office space for the City Auditor, City Communication, City Council Staff, City Council and Council Chambers.

The Center for Sustainability buildings are office houses with approximately 4,600 square feet of space. The buildings are located at 702 and 704 E. Boulder in Colorado Springs. The buildings comprised of office space for the Center for Sustainability staff members.

C. BUILDING DATA

The table below provides summarized building data for the CAB and City Hall facilities included in this RFP. Please note that the figures contained in this table are estimates. It is the Contractor's responsibility to notify the Contract Administrator if it is believed that the information provided is incorrect.

	CITY ADMINISTRATION BUILDING	**CITY HALL BUILDING**	**702 E. BOULDER**	**704 E. BOULDER**
Total Number of Building Floors	8	3	4	3
Total Building Square Footage	136,312 ft^2	32,550 ft^2	ft^2	ft^2
Total Cleanable Flooring Area (*in SQ FT*):	114,059 ft^2	28,940 ft^2	2,500 ft^2	2,185 ft^2
Total Number of Cleanable Fixtures	106	32	6	6
Total Number of Restrooms	18	7	2	2

5.3 SCOPE OF SERVICES

To provide janitorial services as comprised of the cleaning of:

A. Office, toilets, and shower areas
B. Staff rooms and common areas
C. Floors, walls, and other surfaces
D. Furniture, equipment and fixtures
E. Meeting and conference rooms and associated internal and external areas as defined.

5.4 BUILDING PROFILES

A. ADDRESSES

1. City Hall Building (107 N. Nevada Ave)
2. City Administration Building (30 S. Nevada Ave)
3. Center for Sustainability (704 E. Boulder)
4. Center for Sustainability (702 E. Boulder)

B. DESCRIPTION

Fixture/ Location	Toilets	Sinks	Urinals	Drinking Fountains	Showers
CAB	**49**	**53**	**19**	**8**	**2**
City Hall	**13**	**12**	**6**	**2**	**0**
704 Boulder	**2**	**2**	**0**	**1**	**0**
702 Boulder	**2**	**2**	**0**	**1**	**0**

5.5 GOAL

A. Effective and efficient management of a building environment by providing a clean, hygienic and visually pleasing environment.
B. Meeting the defined standards of cleanliness.
C. Acquisition and dispensing of City approved consumables.
D. Meet with the City representative(s) on a regular basis
E. Design for environment using certified green seal chemicals and HEPA vacuums.

5.6 TASKS

Services and materials to be provided by the Contractor include but not limited to:

A. Sufficient supervisory labor and cleaning staff per the requirements.
B. Professional industrial/commercial quality cleaning equipment
C. Professional industrial/commercial quality cleaning supplies/consumables
D. Regularly scheduled cleaning services
E. Additional services on an as needed basis
F. Emergency call-out services

The Contractor is responsible for:

A. Determining the proper cleaning method and materials to be used in the performance of services ensuring the facilities remain in good, clean, and proper condition.
B. Furniture or other equipment (including waste containers) moved while performing basic services must be returned to their original position.
C. Thoroughly clean, sanitize and polish all washable surfaces of walls, partitions, columns, glass surfaces, doors, door hardware, door glass, elevators, stairways, hand railings, mirrored surfaces, furniture and fixtures as per the requirements.
D. Staff will be expected to appropriately clean areas potentially exposed to bodily fluids, bed bugs, etc.
E. Appropriate cleaning techniques, the use of professional or commercial quality products and equipment to ensure a professionally maintained appearance.
F. The Contractor shall have available at all times a representative that can clearly understand and communicate with personnel.

5.7 REGULAR CLEANING STANDARDS

These regular cleaning standards as written are stated in general terms and in reference to the buildings design, layout and/or condition. The lack and/or omission of any detailed performance standards do not minimize acceptable levels of services and only the best commercial practices are acceptable.

5.7.1. CLEAN RESTROOMS

Maintaining a sanitary restroom environment that minimizes the possibility of cross-infection is considered of the highest priority by the City. Sanitation levels will be closely monitored by inspections. Blue mop heads to be used for lobby areas, red-green mop heads used for restrooms.

A. Clean and disinfect, using a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, urinals, walls, entry doors, partition walls and doors, plumbing fixtures, dispensers, shelves, countertops, trash and sanitary napkin receptacles. The cleaning is to include the drying and polishing of all exposed hardware.
B. Remove any non-permanent stains, spots, streaks, graffiti and dirt using appropriate cleaning tools, chemicals and supplies. After cleaning, these surfaces will have a uniform appearance free from dust, lint, streaks, stains and non-permanent markings.

5.7.2 CLEAN RESTROOM SINKS AND MIRRORS

A. Thoroughly clean and disinfect all exposed surfaces of the bathroom sinks using an approved germicidal detergent.
B. A non-abrasive cleaner and polish will be used on the exposed hardware. After cleaning, the fixtures will present a clean and bright appearance and be free of visible soil, streaks, smudges, residue cleaning agents, spots, stains, etc.
C. Mirrors shall be cleaned using an approved glass cleaner to remove soil, streaks, smudges, film, etc. from the mirror's surface. The mirror's surface will be polished dry so that no visible signs of streaks, smudges, lint, film, etc. are present, leaving a uniform, clean appearance. The frame of the mirror shall also be cleaned.
D. Inoperable or broken fixtures shall be reported to the Contract Administrator for repair.

5.7.3 CLEAN TOILETS AND URINALS

A. Completely clean and disinfect, using an approved germicidal product, all exposed surfaces of the toilets and urinals.
B. The interior of the toilets, toilet seats and urinals are to be scoured using a bowl mop. After the interior has been scoured, the fixture(s) are to be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning, the fixture(s) shall present a clean, bright, shiny appearance. Fixture(s) shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances.
C. All foreign materials will be removed from the urinal drain trap. Any cleaning tools, such as brushes, cloths, sponges etc., used to clean toilets and urinals shall be used only for that purpose and shall not be used to clean any other surfaces such as sinks and counters. After cleaning, all fixtures shall present a clean, bright, shiny appearance and will be free of all streaks, spots, non-permanent stains or rings, etc.
D. All metal hardware such as flush valves, faucet valves and faucets are to be wiped dry and be free of streaks, spots, stains, etc. Toilet seats will be maintained in good condition.
E. Inoperable or broken fixtures are to be reported to the Contract Administrator

5.7.4 DE-SCALE TOILETS AND URINALS

A. Remove scale, mineral deposits and nonpermanent stains, etc. from the interior of toilet bowls and urinals, using approved cleaning products. After cleaning, toilets and urinals shall be free from rings, mineral deposits and nonpermanent stains, and will have a uniform, bright and clean appearance.

B. Specific attention shall be given to the floor surface around and behind urinals and water closets. Floor surfaces around these areas shall be scrubbed using an appropriate cleaning tool and approved sanitizing cleanser to remove non-permanent staining and build up prior to wet mopping.

C. All floor surfaces shall then be cleaned with a hot water and environmentally friendly germicidal detergent solution. The solution must be allowed to remain on the floor for three (3) to five (5) minutes and then shall be agitated using a scrub brush. High-pressure cleaning or machine scrub is not to be used on a regular basis. The Contractor can use high pressure cleaning to remove build-up in hard to reach areas that regular cleaning cannot eliminate.

D. The cleaning solution is to be removed using a well wrung out mop or it may be squeegeed to the floor drain (where applicable).

E. At the completion of task, the floor will have a uniform appearance free of odor, spots, spills, stains, dirt, and oily film, mop strings, etc.

5.7.5 REFILL/CLEAN PAPER DISPENSERS

A. Restock all paper towel dispensers to full levels.

B. Replaces consumed toilet tissue rolls and partial rolls, which are down to the last few sheets.

C. Toilet seat dispensers shall be filled with a new package when empty or when only a few sheets remain in the package. The dispenser's exterior and adjacent surfaces shall be cleaned with an approved germicidal detergent to remove fingerprints and smudges after filling. Dispensers shall be checked for proper operation after filling and any inoperable devices will be reported immediately to the Manager, Contracts and Special Projects, or designate, for repair.

D. No unwrapped toilet paper is permitted in the restrooms unless it is properly installed in the toilet paper dispenser. Any roll of paper left on the stall shelves/counters must be in the original wrappers. No rolls of toilet paper are to be left on the floor.

E. No restroom products are to be stored in the restrooms.

5.7.6 REFILL/CLEAN SOAP DISPENSERS

A. All soap dispensers will be filled to within 1/2 inch of the top with the appropriate soap for the dispenser.

B. The dispenser's exterior surfaces will be cleaned with an approved germicidal detergent to remove fingerprints and smudges after filling. The dispenser shall be checked after filling for proper operation.

C. Any inoperable devices will be reported immediately to the Contract Administrator for repair.

5.7.7 CLEAN SHOWERS

The Contractor is to use a germicidal detergent, a clean sponge, abrasive pad, clean cloth and cleaner to completely clean and disinfect all exposed surfaces and exposed plumbing. The cleaning shall include the drying and polishing of all exposed hardware. After cleaning, the fixtures are to present a clean, bright, shiny appearance. Fixtures are to be free of all visible soil. All metal hardware such as faucets are to be wiped dry and be free of streaks, spots, stains, etc. Showerheads will be operational and mildew free. Inoperable or broken fixtures are to be reported to the Contract Administrator for repair.

5.7.8 CLEAN LOCKER ROOM FLOORS (NON-CARPETED)

A. All floor surfaces shall then be cleaned with a hot water and environmentally friendly germicidal detergent solution. The solution must be allowed to remain on the floor for three (3) to five (5) minutes and then shall be agitated using a scrub brush. High-pressure cleaning or machine scrub is not to be used on a regular basis. The Contractor can use high pressure cleaning to remove build-up in hard to reach areas that regular cleaning cannot eliminate.

B. The cleaning solution is to be removed using a well wrung out mop or it may be squeegeed to the floor drain (where applicable).

C. At the completion of task, the floor will have a uniform appearance free of odor, spots, spills, stains, dirt, and oily film, mop strings, etc.

5.7.9 VACUUM CARPET (TRAFFIC AND HEAVY USE AREAS INCLUDING LOCKER ROOMS)

A. All high use areas such as entrances, lobbies, break areas and all heavily traveled aisles, corridors and walkways shall be vacuumed (HEPA filtered vacuums) daily or as indicated in specific schedule.

B. Prior to vacuuming, easily moved furniture and items such as chairs, carpeted floor mats, trash and recycle receptacles, etc. will be relocated as necessary to allow vacuuming underneath, and surface litter such as paper, gum, rubber bands, paper clips, etc. will be removed. The Contractor shall ensure employees use commercial vacuuming equipment and accessories that pass without objection in the cleaning trade and that are appropriate for the specific tasks being performed (e.g. a wide area vacuum is appropriate for hallways and corridors; an upright or backpack vacuum w/power head is appropriate around desks and workstations; and a canister or upright vacuum w/power head is appropriate for narrow aisles, path ways and offices). All units shall be equipped with beater bars and an approved dual dust filtration system. After vacuuming, the carpeted surfaces, edges and corners shall be free of visible litter and debris, and all items that were moved shall be returned to the original position.

5.7.10 VACUUM CARPET (GENERAL USE AREAS)

A. Vacuuming shall be performed in offices, storage and general use areas, in and around workstations, under desks, tables and equipment.
B. Prior to vacuuming, easily moved furniture and items such as chairs, carpeted floor mats, trash and recycle receptacles, etc. will be relocated as necessary to allow vacuuming underneath, and surface litter such as paper, gum, rubber bands, paper clips, etc. will be removed. The Contractor shall ensure employees use commercial vacuuming equipment and accessories that pass without objection in the cleaning trade and that are appropriate for the specific tasks being performed (e.g. a wide area vacuum is appropriate for hallways and corridors; an upright or backpack vacuum w/power head is appropriate around desks and workstations; and a canister or upright vacuum w/power head is appropriate for narrow aisles, path ways and offices). All units shall be equipped with beater bars and an approved dual dust filtration system. After vacuuming, the carpeted surfaces, edges and corners shall be free of visible litter and debris, and all items that were moved shall be returned to the original position.

5.7.11 CARPET CLEANING

Carpeted areas and carpeted floor mats shall be cleaned in accordance with the RFP specifications. All carpet cleaning shall be scheduled and coordinated with the Contract Administrator. The Contractor shall be responsible for ensuring the proper ventilation and drying of these areas.

5.7.12 SWEEP/DUST MOP NON-CARPETED FLOORS

A. All non-carpeted office and or warehouse areas shall be swept (or dust mopped using a treated mop head) including behind doors, under coin operated machines, desks and other non-moveable furniture and equipment.
B. Prior to sweeping/dust mopping, easily moved furniture and items such as chairs, carpeted floor mats, trash and recycle receptacles, etc. will be relocated as necessary to allow sweeping/dust mopping underneath, and all large surface litter, dry soil, spills and debris will be removed. After sweeping/dust mopping, non-carpeted surfaces, including corners, abutments, edges and places accessible to the broom or dust mop, shall be free of visible dust, dirt, litter or debris, and all items that were moved shall be returned to the original position.

5.7.13 DAMP MOP NON-CARPETED FLOORS

A. Contractor shall use clean, warm water and a mild detergent solution to remove stains and soil not removed by dry cleaning methods. Prior to

damp mopping, easily moved furniture and items such as chairs, carpeted floor mats, trash and recycle receptacles, etc. will be relocated as necessary to allow mopping underneath, and all large surface litter, dry soil, spills and debris will be removed.

B. After damp mopping, the floor surface will present a clean appearance, free of odor, spills, spots, film and other nonpermanent stains and soiling. When the floor surface is completely dry all items that were moved shall be returned to the original position.

5.7.14 WET MOP NON-CARPETED FLOORS

A. All accessible non-carpeted areas, such as behind doors and under equipment and furniture, shall be wet mopped using clean hot water and appropriate chemical detergent and then rinsed with clean water. Prior to wet mopping, easily moved furniture and items such as chairs, carpeted floor mats, trash and recycle receptacles, etc. will be relocated as necessary to allow mopping underneath, and all large surface litter, dry soil, spills and debris will be removed.

B. After wet mopping is complete, the non-carpeted floor surface shall have a uniform appearance, free of odor, streaks, spots, film, swirl marks, detergent residue, mop strings, nonpermanent stains or other evidence of soil. Any splash marks on baseboards or walls shall be removed.

C. When the floor surface is completely dry, all items that were moved shall be returned to the original position.

5.7.15 CLEAN INTERIOR FLOOR MATS

Floor mats located in the interior of the facility shall be vacuumed to remove all visible debris and dirt. If vacuuming does not remove the affected soil, floor mats will be swept with a stiff broom until visible soil has been removed. All floor mats shall be lifted to remove soil and moisture underneath. All floor mats shall be returned to the normal location after cleaning and shall be laid flat without wrinkles or bunching. Interior floor mats shall not be placed upon a damp or wet floor surface.

5.7.16 REMOVE TRASH AND DEBRIS

A. All trash receptacles shall have a plastic liner and shall be emptied and returned to their original locations.

B. Cardboard, cans, paper, etc. marked "TRASH" will be removed from all building areas.

C. Any items not marked shall not be removed. Questions as to what is trash shall be addressed to Contract Administrator, or designate, and noted in the logbook.

D. All debris from trash receptacles will be removed from the area and emptied into the appropriate exterior trash container in such a manner as to prevent the adjacent area from becoming littered by trash. Interior of trash receptacles will be cleaned with an approved disinfectant to remove any debris and liquid due to leakage of plastic liners. Plastic liners shall be replaced when obviously soiled or torn or have been used to dispose of food items, but as a minimum, they are to be replaced weekly.

5.7.17 SPOT CLEANING

Using appropriate tools and chemicals for the surfaces to be cleaned, remove smudges, fingerprints, marks, spots, streaks, heavy dust, soil and other nonpermanent stains, etc. from the following areas: entry way glass, interior glass, non-carpeted floor surfaces and all washable surfaces in hallways, stairs, landings, offices, entries, break rooms, lounges, lobbies, kitchens/kitchenettes, coffee/copy rooms, etc. Washable surfaces include: dispensers, sinks, mirrors, plumbing fixtures, exterior of refrigerators and microwaves, light switches and fixtures, fire extinguisher cabinets, walls, cabinets, interior and exterior doors, door handles, door casings, doorframes, push and kick plates, etc. After cleaning, surfaces shall have a uniform appearance free of all smudges, marks, fingerprints, non-permanent stains and streaks etc.

5.7.18 CARPET AND UPHOLSTERY MAINTENANCE (SPOT REMOVAL)

A. Carpeted and upholstered surfaces (such as carpeted floors, upholstered furniture and cloth-covered partitions) shall be checked and spills, spots, marks or blots removed daily. For the purpose of this section, carpet maintenance is considered to be the treatment and removal of singular or multiple spills, spots, marks or blots on a carpeted or upholstered surface, which causes a difference in color from that of the surrounding material. Traffic or wear patterns are outside the scope of this section. These areas shall be treated as soon as discovered. After cleaning, the area should be free from visible spots and nonpermanent stains. The Contractor shall ensure through proper training, supervision, equipment and materials that this task is performed consistent with current standards within the industry and appropriate for the type of materials involved

B. Areas where spilled materials are unable to be removed shall be brought to the custodial supervisor’s attention and inspected immediately for further remedial action. Incident location and ongoing status reports will be noted in the on-site log by the Contractor’s employee for all stains requiring further action until the issue is resolved. The custodial supervisor shall also contact the Contract Administrator to discuss further removal procedures as soon as possible to prevent permanent staining.

5.7.19 DUST FURNITURE

A. Using a treated dusting tool or cloth, remove all dust, lint, dirt, debris, etc. from all exposed surfaces of workstations, desks, chairs, cabinets, bookcases, shelves, and other furniture located within the work site.
B. Fabric surfaces of upholstered furniture will be vacuumed. Items on top of furniture shall not be disturbed or moved.

5.7.20 DUST BUILDING SURFACES

Using a treated dusting tool or cloth, remove dust, lint, dry soil and cobwebs from the surface of moldings, baseboards, fire extinguisher cabinets, door and window ledges, door, window, Venetian blinds, art work, HVAC deflectors, gratings and covers, etc. Cobwebs on pictures, walls, corners and ceilings shall also be removed at this time. After dusting, these surfaces will have a uniform appearance free from smudges, lint, cobwebs, etc. Any nonpermanent soil will be completely removed from these surfaces at this time.

5.7.21 CLEAN DRINKING FOUNTAINS

A. Remove all fingerprints, debris, streaks, etc. from drinking fountain basin and cabinet.
B. Using an approved germicidal cleaning product disinfects all metal surfaces including the orifice and drain.
C. Stainless steel sections will be polished with an appropriate cleaner. After cleaning, the entire drinking fountain will be free from streaks, non-permanent stains, spots, smudges, scale, film and other removable soil.

5.7.22 CLEAN TABLES, COUNTERTOPS, CHAIRS, ETC.

A. Clean the following with an approved germicidal detergent: tables, counter tops and cabinet surfaces, as well as all non-upholstery chair surfaces located in lobbies, kitchens, cafeterias, break rooms, lounges, interview booths, training, meeting and conference rooms. After cleaning, all cleaned areas shall be dry and have a uniform appearance, free from soil, streaks, smudges, dirt, nonpermanent stains, litter, etc.
B. Items found on top of these areas in conference, meeting and training rooms shall not be disturbed or moved.
C. In areas such as lobbies, break rooms, lounges, kitchens and cafeterias, items such as newspapers, magazines, etc. found on these surfaces will only be moved to clean and dry the surface and replaced to give an organized and neat appearance.

5.7.23 CLEAN WEIGHT ROOM AND EQUIPMENT

Remove garbage, wipe down ledges/counters, equipment, and clean mirrors with a cloth, which is frequently and totally submerged in a solution with a mild disinfectant solution. The cloth must be submerged in the solution prior to proceeding to the next piece of equipment. Vacuum the floor matting and damp mop any hard floor surfaces with floor soap.

5.7.24 ARRANGE FURNITURE

A. Furniture such as chairs and tables, which have been displaced during the performance of cleaning tasks or during normal daily use, shall be arranged in a pattern consistent with the intended use of the area.
B. Lobbies, conference, training and meeting rooms, lounge and break areas shall be arranged in a uniform appearance with tables and chairs in straight and evenly spaced rows.
C. Designated aisles will be evenly spaced with sufficient width for occupant movement.

5.7.25 CLEAN ENTERANCE GLASS

A. Using an appropriate glass cleaner, completely clean both sides of all window glass in entryways. All glass areas immediately adjacent to exterior doors, such as light panels, and frames and sills, will be cleaned at this time. After cleaning, these surfaces shall be free of streaks, smudges, fingerprints, non-permanent stains, spots, etc.
B. Surrounding areas soiled by the cleaning process will be cleaned and restored.

5.7.26 EMPTY ASH RECEPTACLES/SAND URN

A. Remove cigarette butts from the urns located around the exterior of the building(s). Receptacle's exterior and removable tray will be damp-wiped with a cloth or sponge to remove evident soil.
B. Replace sand as needed to maintain appropriate levels to extinguish cigarettes. Upon completion of this task, the immediate area surrounding the ash receptacles shall be clear of all debris.

5.7.27 CLEAN EXTERIOR ENTERANCES

All exterior entrance areas such as steps, stairs, ramps, landings, walks, etc. shall be swept and cleaned of debris. Upon completion of this task, a 180-degree area 20 feet from each exterior entrance (as applicable to each site) shall be clear of litter, trash, cigarette butts, heavy soil, etc.

5.7.28 CLEAN EXTERIOR ENTERANCE MATS

A. Entrance mats located in the exterior of the facility entrances shall be cleaned of all visible debris and dirt.
B. Exterior mats shall be swept with a stiff broom to dislodge and remove visible debris. Exterior mats shall be washed and scrubbed with a detergent solution to remove deeply in-bedded soil and debris.
C. All entrance shall be lifted to remove soil and moisture underneath, and then be returned to the normal location after cleaning. All entrance mats shall be laid flat without wrinkles or bunching upon departure from the area.

5.7.29 STAIRS AND STAIRWAYS/LANDINGS

A. Handrails and walls - Using a clean cloth and or a clean sponge with an approved cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils and other foreign substances, without causing damage. These surfaces shall appear visibly and uniformly clean.
B. Stairs and Landings - Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cove bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.

5.7.30 JANITORIAL SIGN-IN/SIGN-OUT

A. All janitorial staff are required to sign in the janitorial book, which will be located in designated area for each facility that is accessible by all personnel, upon entering the building, recording the date and time. In addition, all janitorial staff are required to sign out of the building, recording the date and time.
B. In addition, janitorial staff is to check the book for any possible cleaning deficiencies, which have been recorded. It is the responsibility of the staff to immediately correct that deficiency and note the remedial action they have taken in the appropriate space below the identified deficiency.

5.8 CONSUMABLE INVENTORY

Reference Consumable History table. The items listed are considered approved for use under this contract. If the successful Contractor would like to propose a less expensive product that is of equal or greater quality they will provide samples of products to be used in these facilities ten (10) days before the initial start of the contract. Any changes to the current list will require pre-approval from the Contract Administrator. Any deviation from the list must be pre-approved by the Contract Administrator. The Contract Administrator retains the right to accept or reject products submitted for approval.

The Contractor will provide manufacturer's technical literature, specifications, and Safety Data Sheets (SDS) on all materials to be used within 10 days after the start of said Contract. Accurate SDS will be maintained and a copy of each product SDS shall be located in each janitorial closet or as designated by the Contract Administrator.

Once consumables are delivered and accepted by the City they become the property of the City. The Contractor may order consumables in bulk at their own risk, however the City will only compensate for the goods that have been mutually inventoried and accepted and shall not exceed three months of total inventory usage.

5.9 TIMES OF SERVICES

Contractor shall provide janitorial services as noted below between the hours of 1:00 P.M. and 10:00 P.M. seven days per week unless otherwise noted. Before 4:00 P.M. the Contractor must meet with Facility Supervisor for the CAB/OCH at each site to accommodate requests for cleaning as needed. The following times will be used by Contractor to establish an acceptable periodic cleaning schedule.

QUARTERLY tasks (four times per year) cleaning services must be completed during the first week of January, April, July and October.

SEMI-ANNUAL tasks (two times per year) cleaning services must be completed during the first week of April and October

ANNUAL tasks (one time per year) cleaning services must be completed during the first week of October.

In the event that a scheduled City of Colorado Springs holiday falls on a scheduled cleaning day, the Contractor is required to continue cleaning tasks as regularly scheduled. City holidays include, but are not limited to:

New Year's Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day		

There are some sites that will require service 365 days per year.

Days of Service by Location:

City Administration Building	Five days per week
City Hall Building	Five days per week
Center for Sustainability	One day per week (Tuesday)

5.10 LOCKED OFFICES

If an individual's office is locked the Contractor is **not** to clean that office and mark the exception in their daily log. It is the responsibility of the City to make arrangements for the cleaning of individually locked or secured offices. If the Contractor has questions regarding the office it is their responsibility to ask the designated Site Coordinator or the Contract Administrator.

5.11 EQUIPMENT, MATERIALS AND SUPPLIES

The Contractor shall furnish all necessary equipment, material, and supplies required in performing services of the Contract except as listed in the attached Exhibits. The Contractor shall use prudent care in handling, storing, and using equipment, materials, and supplies furnished by the City to assure economical and proper use of said items. Design for environment by using certified green seal chemicals and HEPA Vacuums. Items furnished by the City shall be used ONLY for areas designated by the Contract or as directed by the City Representative. The Contractor shall submit, within ten (10) days before contract starts, materials and supplies to be used in conjunction with the Contract. The City reserves the right to approve or disapprove the use of any said materials and supplies. Any equipment or supplies provided by the City shall remain the property of the City.

5.12 ADJUSTMENT OF SERVICES

The City reserves the rights to eliminate, reduce, or otherwise adjust the scope of services provided by the Contractor and as defined in the Exhibits of the Contract with the appropriate adjustment in dollars paid to the Contractor. If the Contractor does not complete a task within the scheduled time frame, the owner will have the right after ten (10) days written notice to obtain another contractor to complete the task. This will be at the Contractor's expense, and such expense may be back charged to the Contractor or withheld from payments otherwise due to the Contractor. The City reserves the right to adjust payment for services not performed as scheduled

5.13 CONDUCT

All employees, representatives, and officials of the Contractor shall be expected to maintain favorable relations with the public, and City officers and employees, by practicing courtesy in all contracts. Any display of offensive, discourteous, or

rude behavior toward City officers, employees, or members of the public, by the Contractor, Subcontractor, or any of their employees or representatives, may be cause for contract cancellation.

Alcoholic beverages are prohibited. Contract personnel are not to show up for work under the influence or in any other condition, which will detract from the performance of their duties. Use of any form of drug or narcotic on duty or being under their influence when appearing for duty is prohibited.

5.14 USE OF PROPERTY/EQUIPMENT

Contract employees are not to use any City property/equipment such as computers, copy machines, TV's, video machines, radios, telephones, etc., unless use of such equipment is required as a job function. Any exceptions must be in writing and authorized by the City's Contract Administrator.

Contractor's crews must be instructed not to use electrical wall outlets where computers and other sensitive equipment are plugged in.

5.15 SAFEGUARDING CITY PROPERTY

The Contractor shall take all reasonable precautions to safeguard and protect City property. In the event there is loss, theft or damage reported to the City's representative. All cost for such property is the sole responsibility of the Contractor.

5.16 FEDERAL STANDARDS

Contract shall comply with OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard 29 CFR 1910.1030. Contractor shall furnish to the City within the first fifteen (15) working days of the Contract an Exposure Control Plan. (Appendix C)

Blood borne Pathogen Training: **All** of contractor's employees assigned to the site are required to have successfully completed "Blood Borne Pathogen" training. Contractor to provide a sufficient number of "Blood borne Pathogen" clean up kits for use by contractor's employees. Form shall be signed by contractor and submitted with RFP response or proposal.

Contractor shall maintain copies of Material Safety Data Sheets on all chemicals stored in janitorial closets. Said copies must be readily accessible and remain current and onsite at all times. Contractor shall provide a copy of the Hazard Communication Program indicating the name(s) of the person to contact.

5.17 QUALITY ASSURANCE INSPECTIONS

The successful vendor(s) manager or site supervisor will be expected to participate in monthly quality assurance (QA) inspections at each location with the City contract administrator. This is not intended to take the place of the vendor(s) own daily and weekly inspections ensuring the contract specification are met and remain consistent within their own organization. Proper supervision and management is still the vendor(s) best tool to remain in compliance. Failure to maintain City standards could result in termination of the contract. Bi-Weekly Quality Assurance Inspection sheets are to be faxed to the Contract Administrator.

Joint and individual Quality Assurance Inspections are an important part of the contract. Quality Assurance Inspections (QAI) is a method of evaluation of cleaning services provided to the City facilities. At a minimum, the City representative and the vendor's representative will meet once a month at a mutually agreed upon time to conduct a QAI of the janitorial services. The City will use the following QA scale (Appendix B). A score of three (3), four (4), or five (5) represents an acceptable level of service with five (5) being the highest rating or "Best Practice". A rating of a two (2) represents the "Need for Improvement" and will generally be accompanied by a period of time in which the vendor(s) has to correct the issue before further action is taken. A score of one (1) is the lowest score possible. When the vendor(s) received a one (1) they are considered by the City to be in default of the contract. Immediate steps should be taken by the vendor(s) to correct the issue(s). The City may choose to handle a poor rating by a vendor using the Liquidated Damages Clause in the contract.

Rating Scale:

1 Unsatisfactory
2 Needs Improvement
3 Acceptable
4 Target
5 Best Practice

5.18 ADDITIONAL TASKS

Contractors Reporting Method (Day to Day Needs)

All communication from the Contractor's employees shall be directed through the contractor's supervisor, using an on-site daily report log.

The Contractor and the City shall cooperate in developing an on-site log, for communicating day-to-day needs, requests, or observations requiring action by either party. Contractor's employees and the City shall review the log each workday for required actions and or responses to issues.

Any item requiring maintenance or repair such as slow draining sinks or toilets, leaking fixtures or pipes, broken or cracked windows, loose flooring, ceiling or wall tiles, inoperative or broken fixtures, lights, outlets or switches, etc. shall be reported daily. These items shall be written into the on-site log and addressed by the appropriate City department for repair.

The contractor shall email a written report the next workday to the City, when an unusual occurrence, malfunction, or property damage is noted or has occurred.

5.19 EMERGENCIES

All emergency conditions shall be promptly reported to the City Contract Administrator. (Examples include but are not limited to fire, flood, smoke, vandalism, theft, compromised building security issues and natural disasters that put the building or staff at risk.)

Items requiring emergency repairs such as flooding due to broken pipes, plugged toilets, serious leaks or any health, life, and safety concerns shall be reported immediately, upon discovery, to the City. The City will provide an appropriate contact list to the contractor for that purpose.

After hours and on weekend responses to emergencies shall not exceed two (2) hours from notification. The vendor(s) is expected to have at its disposal a reasonable inventory placed at strategic location of wet/dry vacuums, extractors, floor fans, extension cords, brooms, squeegees, etc. in such an event.

Emergency Call Out work will consist of providing all labor, materials and equipment to perform the following:

- Clean up of overflowed restroom fixtures
- Clean up of pathogen spills
- Cleaning of excessive muddy or wet entrances that are considered a hazard to personnel
- Clean up of broken glass, etc.

5.20 RELIEF FOR ABSENTEEISM AND VACATION

The Contractor shall provide trained relief personnel as necessary and/or work overtime at no cost to the City to ensure that the objectives of this contract are performed as required.

Inclement Weather - The Contractor shall make every reasonable effort to provide cleaning services regardless of snow or other inclement weather. In the event the City closes the facility due to snow or other inclement weather, the Contractor shall be relieved of its responsibility for cleaning the facility during the

period of time it is closed. However, the Contractor shall provide services the next day the facility is open.

5.21 DEDUCTIONS FOR NON-PEFORMANCE

In accordance with Section 22, Inspection of Services, of the sample services contract, services that are not performed shall not be paid for and may be deducted from the monthly invoice. The percentage value of the various components, for the purpose of calculating deductions, will be taken as follows:

A.	Daily Cleaning	Pro-rated amount per day services not provided
B.	Weekly Cleaning	10%
C.	Monthly Cleaning	10%
D.	Periodic Cleaning	5%
E.	Quality Inspections	5%
F.	Examples	

Example One (Daily Cleaning)

First Offence:
If a contractor fails to provide cleaning services for the day, a pro-rated amount will be deducted. If the June monthly amount is $1,000 the pro-rated amount is equal to the total monthly invoice divided by the number of days in that month: $1,000/30 = $33.34

Second Offense:
If a contractor fails to provided cleaning for a second day during the contract period the deduction will include the pro-rated monthly amount and a contract administration fee that is not to exceed $50 per occurrence. Additional offenses may result in further action by the City.

Example Two (Weekly Cleaning)

If a contractor fails to perform scheduled weekly, monthly, periodic cleanings or quality inspections the defined percentage will be deducted from the monthly bill. For example, the contractor does not perform the monthly tasks as scheduled, 10% of the total monthly invoice will be deducted. $1,000*10% = $100

5.22 EQUIPMENT, MATERIALS AND SUPPLIES

The Contractor shall furnish all necessary equipment, material, and supplies required in performing services of the Contract except as listed in the attached Exhibits. The Contractor shall use prudent care in handling, storing, and using equipment, materials, and supplies furnished by the City to assure economical and proper use of said items. Items furnished by the City shall be used ONLY for areas designated by the Contract or as directed by the City Representative. The

Contractor shall submit, within ten (10) days before contract starts, materials and supplies to be used in conjunction with the Contract. The City reserves the right to approve or disapprove the use of any said materials and supplies. Any equipment or supplies provided by the City shall remain the property of the City.

5.23 SECURITY POLICIES AND REQUIREMENTS

5.23.1 FACILITIES ACCESS

For the protection of the public, all persons and packages entering the CAB and City Hall premises are subject to physical and electronic search. Persons are prohibited from carrying firearms, knives, drugs, explosives and other illegal contraband into the facilities. Illegal weapons and other contraband discovered during these search procedures will be seized. Contract officials or employees with valid concealed handgun permits are prohibited from carrying firearms into Facilities when discharging the contract terms/obligations. Persons violating this prohibition will be subject to prosecution under state laws and local ordinances.

5.23.2 BACKGROUND CHECKS/SCREENING PROCESS

The successful service contractor must provide a CBI criminal history background (www.cbirecordscheck.com) of local to Facilities Supervisor. Employee access will be grant based upon the review of criminal history.

If a contract employee is granted access the employer will receive confirmation by an email message. The contractor will then call City of Colorado Springs, to coordinate an appointment for the card photo and issue; walk-ins are not accepted

If an employee is denied access the employer will be notified of the decision; however, the reason for denying access will not be disclosed to the contractor.

5.23.3 ACCESS TERMS

Access for contract personnel is limited to the areas, days, and times as specified in the City contract, purchase order, or service level agreement. Contract officials and employees are *prohibited* from escorting personnel into City controlled facility areas that did not undergo a background check or approved for access. Violations of this policy may result in the temporary/permanent suspension of access into City secure facilities/areas.

Contract officials/employee may be issued a cardkey or Identification Card. The cards will be worn at a chest high visible location on contractor employees' person at all times while performing services on City premises. If any contract official or employee has their card stolen or lost they shall report it immediately to the City Facilities Supervisor, Phone: (719) 499 - 5828.

Should the contractor or contractor employee lose a cardkey or ID Card, the contractor/employee will pay $15.00 to the City of Colorado Springs for a replacement card. The City of Colorado Springs retains the right to have anyone removed from the premises for any reason. At the conclusion of the contract or the termination of an employee the ***contractor*** will collect and turn in all issued Cardkeys/Identification Cards to the City Facilities Supervisor 30 S. Nevada Ave, Colorado Springs, CO 80903.

5.23.4 KEY POLICY

Keys and access to this facility will be provided to successful Contractor. Any keys or access cards are and remain the property of the City of Colorado Springs. **Duplication of keys is not allowed**. Should Contractor lose any keys or access cards, said Contractor shall pay to have locks changed, systems re-keyed or access cards terminated and reimburse the City of Colorado Springs for said costs associated with such action.

EXHIBIT 6 – QUALIFICATION STATEMENT

CITY OF COLORADO SPRINGS
QUALIFICATION STATEMENT

This statement will provide information which will enable the City to evaluate the qualifications of your firm and staff with regard to the requirements of this Request for Proposal. Please complete this form in its entirety and submit it (in the number of copies requested) along with the other required proposal documents. If a request in the Qualification Statement is contained in the proposal, indicate the section in the proposal where that information can be found.

(PRINT)
FIRM NAME: _____
ADDRESS: _____
CITY STATE ZIP: _____
AUTHORIZED REPRESENTATIVE: _____
TITLE: _____
AUTHORIZED SIGNATURE: _____
PHONE: _____ FAX: _____
E-MAIL ADDRESS: _____

1. TYPE OF BUSINESS

CORPORATION ☐ INDIVIDUAL ☐
PARTNERSHIP ☐ JOINT VENTURE ☐
OTHER: _____

2. TYPE OF LICENSE & LOCATION

_____
_____
_____

3. TYPE OF SERVICE TO BE PROVIDED FOR RFP: _____
_____

4. NUMBER OF YEARS IN BUSINESS: _____

5. ON A SEPARATE SHEET PROVIDE A BRIEF HISTORY OF YOUR FIRM, STAFF SIZE AND EXPERIENCE. SUBMIT A RESUME FOR THE PROJECT MANAGER AND EACH KEY PERSONNEL ASSIGNED TO THIS PROJECT.

6. WHAT OTHER NAME(S) HAS YOUR COMPANY OPERATED UNDER: _____
_____

7. HAVE YOU OR YOUR FIRM EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? YES ☐ NO ☐ IF "YES", EXPLAIN:
_____
_____
_____

8. HAS ANY OFFICER OR PARTNER OF YOUR ORGANIZATION EVER BEEN AN OFFICER OR PARTNER OF ANOTHER ORGANIZATION THAT FAILED TO COMPLETE A CONTRACT WITHIN THE LAST FIVE (5) YEARS? YES ☐ NO ☐
IF "YES", EXPLAIN:

RFP YR-NMBR
QUALIFICATION STATEMENT – PAGE 2

9. HAS YOUR FIRM OR ANY PARTNERS OR OFFICERS EVER BEEN INVOLVED IN ANY BANKRUPTCY ACTION? YES ☐ NO ☐ IF "YES", EXPLAIN:

_____
_____
_____
_____

10. ARE YOU PRESENTLY INVOLVED IN ANY LITIGATION WITH ANY GOVERNMENT AGENCY? YES ☐ NO ☐ IF "YES", EXPLAIN TYPE, KIND, PLAINTIFF, DEFENDANT, ETC., AND STATE THE CURRENT STATUS:

_____
_____
_____
_____

11. BANK REFERENCE: _____
ADDRESS: _____
CONTACT: PHONE:

12. LIST THREE (3) SIMILAR PROJECTS (LOCAL OR STATE-WIDE) **FROM LAST FIVE (5) YEARS**-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT), CONTACT NAME, ADDRESS, TELEPHONE NUMBERS
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contract Address:
Contact telephone and FAX Numbers:

2. Location of Project:
Size of Project:
Contract Amount:
Contact Name:
Contact Address:
Contact telephone and FAX Numbers:

3. Location of Project:
Size of Project:
Contract Amount:
Contact Name:
Contact Address:
Contact telephone and FAX Numbers:

13. LIST **CURRENT** SIMILAR PROJECTS (LOCAL OR STATE-WIDE) UNDER CONTRACT-INCLUDE LOCATION OF PROJECT, SIZE OF PROJECT (CONTRACT AMOUNT) CONTACT NAME, ADDRESS, TELEPHONE NUMBERS.
NOTE: DETAILED INFORMATION ON THESE PROJECTS MAY ALSO BE REQUESTED IN THE RFP PACKAGE.

1. Location of Project:
Size of Project:
Contract Amount:

Contact Name and Title:
Contact Address:

Contact telephone and FAX Numbers:

2. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

3. Location of Project:
Size of Project:
Contract Amount:
Contact Name and Title:
Contact Address:
Contact telephone and FAX Numbers:

14. LIST OF SUB-CONTRACTORS TO BE USED FOR THIS PROJECT:
(INCLUDE NAME, ADDRESS, TELEPHONE NUMBER, TYPE OF WORK)

1. Name:
Address:
Telephone Number:
Type of Work:

2. Name:
Address:
Telephone Number:
Type of Work:

3. Name:
Address:
Telephone Number:
Type of Work:

IF ADDITIONAL INFORMATION IS PROVIDED ON A SEPARATE SHEET FOR ANY OF THE ITEMS, CLEARLY SPECIFY WHERE IT CAN BE LOCATED IN YOUR PROPOSAL PACKAGE.

EXHIBIT 7 – EVALUATION SCORESHEET

PROPOSAL EVALUATION SCORE SHEET

SOLICITATION NUMBER AND TITLE:

Proposer's Name: _____

Evaluator's Name: _____

RFP EVALUATION CRITERIA DESCRIPTION	SCORE
1. TECHNICAL AREA The Offeror must explain its overall solution, considering the scope of work or statement of work provided. The content must include, but not necessarily be limited to, the following information.	
A. Understanding of and compliance with technical requirements	
In the Technical Area, the Offeror should address each work area in sufficient detail to demonstrate a clear and full understanding of the work. The proposal should not merely parrot the requirements of the RFP. Further, the Offeror should provide evidence of sufficient planning to ensure the work is completed on schedule and within budget. Consider the following questions. 1. Does the proposal demonstrate a firm understanding of the requirements and goals of the Statement of Work, as well as industry standards and reasonable expectations for a company in the industry? 2. Does the proposal fully and completely address each requirement and goal of the Statement of Work? 3. Does the proposal provide solutions to indicate that requirements and goals will be met on schedule? 4. Does the technical solution seem realistic? 5. Does it generally appear that the Offeror knows and thoroughly understands the business and requirement? **COMMENTS:**	**5 – Exceptional** **4 – Very Good** **3 – Satisfactory** **2 – Marginal** **1 – Unacceptable**
B. Project Approach	
In the Technical Area, the Offeror should clearly present proposed	**5 – Exceptional** **4 – Very Good**

solutions and indicate that it has performed adequate planning to accomplish tasks as defined in the Statement of Work. Innovations, efficiencies, and detailed specifics are all encouraged. The Offeror must at least address the following areas: 1. Schedule Management. Offeror must approach to schedule management including updating and reporting progress of the work. 2. Quality Control. Offeror must discuss quality control plan, processes and approach to ensure that the City receives a quality product. 3. Safety. Offeror must discuss approach and commitment to safety for its workers, the public, and City employees, if services are accomplished on a City site. Consider the following questions. 1. Does the proposal include a complete plan to accomplish each requirement, including subcontracting (if applicable)? 2. Does the proposal demonstrate that appropriate and qualified personnel and equipment will be provided to carry out the requirement? 3. Is the proper level of effort directed toward each requirement? Does the level of effort look unrealistically low or unreasonably high? **COMMENTS:**	**3 – Satisfactory** **2 – Marginal** **1 – Unacceptable** **Rating: ____**
Sum of Ratings in Technical Area (Add numbers in Section 1.A. and 1.B):	**40 POINTS**
2. MANAGEMENT AREA The Offeror must explain its method of managing the work to be performed. The content must include, but not necessarily be limited to, the following information.	
A. Program Management Controls	
In the Management Area, the Offeror should provide a plan of operation, to include management of personnel, workload, schedule, and budget. It should also include an organization chart which demonstrates clear and effective lines of authority, responsibility, and communication for management, supervisory, and technical personnel. The plan should address which job classification or personnel will be assigned to each task and how that determination is made. Basic human resource management	**5 – Exceptional** **4 – Very Good** **3 – Satisfactory** **2 – Marginal** **1 – Unacceptable**

concepts should be addressed, including hiring, firing, discipline, incentive plans, etc. If the Offeror plans to subcontract more than 10% of the work, include information on how the Offeror plans to manage its subcontractors. The Offeror shall provide a detailed schedule for the project showing the key activities and how they will meet or better the County's timeframe and maximize efficiency to provide the best value to the City and minimize impacts to the public. The schedule shall be based on the Offeror's understanding and approach to the work as addressed above. Schedules submitted for this proposal shall assume a start date of January 1, 2017. Consider the following questions. 1. Does the proposal address the issues above in sufficient detail to demonstrate a sophisticated and mature management control system? 2. Are program management controls consistent with the technical portion of the proposal, especially regarding schedule and level of effort? 3. Does the plan and controls indicate that the Offeror will obtain, keep, and efficiently utilize high quality personnel? 4. Does the offer address corrective actions? 5. Does the proposal explain how the Offeror will remain within schedule and budget? **COMMENTS:**	
B. Past Performance/Relevant Experience and Key Personnel	
In the Management Area, the Offeror should provide at least three references or contracts demonstrating that it successfully provided services/products same or similar to those required in the RFP. The proposal should adequately explain how the projects were completed on schedule and within budget. Consider the following questions. 1. Does the proposal include at least three references or past performance citations? 2. Are the references or past performance citations relevant to the requirements of the Statement of Work of the RFP? 3. Does the Offeror explain how they were successful on the projects provided as past performance? 4. Does the Offeror apply the past performance to the City requirement in such a way as to demonstrate added value due to experience?	**5 – Exceptional** **4 – Very Good** **3 – Satisfactory** **2 – Marginal** **1 – Unacceptable**

In the Management Area, resumes must be provided for all personnel considered key, as required by the RFP. It is highly recommended that the Offeror provide sufficient content and detail to answer completely the following questions. Resumes do not count toward the page limitation. Explain how the key personnel were related to the projects cited as relevant past performance. Consider the following questions. 1. Does the Offeror provide complete resumes, including education, experience, background information, accomplishments, and other pertinent information? 2. Does the Offeror provide resumes for all key personnel, as required by the RFP? 3. Do the resumes demonstrate adequate professional, technical, and management levels to accomplish the work effectively and efficiently? **COMMENTS:**	
Sum of Ratings in Management Area (Add numbers in Sections 2.A. and 2. B.)	**60 POINTS**
3. PRICE/COST AREA	
Although price may not be the most important factor, it is still very important to the City of Colorado Springs. The Offeror's pricing must be competitive as compared to the budget amount, market pricing in the industry, and the pricing of the other Offerors. Consider the following questions: 1. How does the price compare to the industry competition? 2. If low, is it unrealistically low? 3. If high, is there demonstrated added value for the additional cost? 4. Can you see how the price was built? If so, do the costs look appropriate for the task? **COMMENTS:**	**5 – Exceptional** **4 – Very Good** **3 – Satisfactory** **2 – Marginal** **1 – Unacceptable** **Question 1 worth 50 Points**
Total Price/Cost Area (Insert number from Section 3 evaluation above):	**65 POINTS**
4. PROPOSAL PRESENTATION	

Presentation is an important factor. Offerors should provide a highly professional product, which is complete, accurate, easily understood, and effectively presented. **COMMENTS:**	**5 – Exceptional** **4 – Very Good** **3 – Satisfactory** **2 – Marginal** **1 – Unacceptable**
Total Proposal Presentation Area (Insert number from Section 4 evaluation above):	**10 POINTS**
LOCAL PRESENCE	**Pass/Fail**
Local Colorado Springs Company. **COMMENTS:**	
EXCEPTIONS PROPOSED	
What (if any) exceptions (redlines to our terms and conditions) were proposed? Are they acceptable? **COMMENTS:**	**Pass/Fail**
TOTAL SCORE – Add Evaluation Scores from Sections 1-4 and location bonus (if applicable). The sum is the total score.	Total Score: **175 POINTS**

Overall Proposal **Strengths:**

Overall Proposal **Weaknesses:**

EXHIBIT 8 QUALITY ASSURANCE INSPECTION FORM

Location: _____ Date: _____ Inspector: _____

AREA	1	2	3	4	5	NOTES	INITIAL
COMMON AREA							
ENTRY GLASS							
PSR GLASS							
FURNITURE							
CARPET							
FLOORS							
SPOT CLEANED							
BASEBOARDS							
ELEVATORS							
ELEVATOR TRACKS							
TELEPHONES							
CORNERS – FREE OF DEBRIS							
LIGHT FIXTURES CLEAN							
DRINKING FOUNTAINS							
OFFICE AREAS							
TRASH – EMPTY/CLEAN							
VACUUM TO SPEC							
CORNERS – DEBRIS							
BASEBOARDS							
CARPET – SPOTTED							
HORIZONTAL SURFACES							
TELEPHONES							
LIGHTS							
FURNITURE ARRANGED							
RESTROOMS							
CLEAN – SANITIZED							
TOILETS							
LAVORTORIES							
MIRRORS							
RESTOCKED							
TRASH – CLEAN							
DOORS							
LOCKERS - SHOWERS							
BREAKROOMS							
TABLES – CLEAN							
CHAIRS							
FLOORS – CLEAN							

AREA	1	2	3	4	5	NOTES	INITIAL
BREAKROOMS - CONTINUED							
CARPET SPOT CLEANED							
CARPET – VACUUMED							
SINKS							
COUNTERS							
VERTICAL SURFACES							
TABLES							
BASEBOARDS							
JANITORIAL CLOSETS							
CLEAN							
ORGANIZED							
MSDS							
EQUIPMENT - WORKING							
MISCELLANEOUS							
SAFETY - COMPLIANCE							
OSHA COMPLIANCE							
ENVIRONMENTAL							
METHODS – PROCEDURES							
COMMUNICATIONS LOG							
SUPPLIES							
PERIODICALS DONE							

SPECIFIC NOTES AND INSTRUCTIONS:

_____

_____

_____

INVENTORY OF SUPPLIES:

_____

_____

EMPLOYEES BADGES AND UNIFORMS:

_____

HOW DID YOU RATE THIS INSPECTION? _____

Rating Scale:

1 Unsatisfactory
2 Needs Improvement
3 Acceptable
4 Target
5 Best Practice

EXHIBIT 9 – JANITORIAL TASK SPECIFICATION – CITY ADMINISTRATION BUILDING

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION A									
ALL AREAS:									
1. Sweep/dust mop and damp mop, as applicable, all non-carpeted floors.	X								
2. Vacuum all carpeted floors.(except for Entrances, lobbies and corridors)			X						
3. Remove and clean all waste and cigarette receptacles. Replace waste receptacle liners, as needed.	X								
4. Remove trash and single stream recycling from containers. Replace plastic liners as needed.	X								
5. Remove all trash and single stream recycling from building to designated disposal area.	X								
6. Spot clean walls, switch plates, door jambs, doors, kick plates, etc. or as needed to maintain appearance.		X							
7. Dust all horizontal surfaces, including but not limited to desks, tables, file cabinets, book cases, chairs, partitions, window sills, baseboard heaters, picture frames, exposed utility pipes, etc.					X				
8. Clean handrails and other horizontal surfaces that cannot be cleaned by dusting.			X						
9. Clean internal glass, clocks, display cases.					X				
10. Strip and wax floors.								X	
11. Top scrub floors.					X				
12. Clean and polish all metal trim, disinfect door knobs.		X							
13. Wash all waste receptacles.						X			
14. Dust draperies and blinds.						X			
15. Arrange furniture in an orderly fashion.		X							
16. Clean all light fixtures and exit lights. *Once per year*							X		
17. Vacuum all fabric-covered surfaces (including office landscape partitions and acoustical wall treatments).					X				
18. Clean all upholstered furniture (Using pre-approved method).					X				

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION B									
ENTRANCES, LOBBIES, CORRIDORS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean both sides of first floor lobby door glass, disinfect push bars.	X								
3. Clean / disinfect first floor security/information console.	X								
4. Clean, polish, and sanitize all drinking fountains.	X								
5. Vacuum and spot clean upholstered lobby furniture including surfaces, arms and legs. Clean all non-upholstered furniture.		X							
6. Additional cleaning of all surfaces in these high traffic areas should be accomplished to assure cleanliness.	X								
7. Dust wall hung and artwork/displays.						X			
8. Clean stairwells, vacuum stairs, clean / disinfect railings to ensure cleanliness.			X						
9. Vacuuming	X								
SECTION C									
GENERAL OFFICE AREAS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean and sanitize all telephones	X								
3. Mayor's Office Area(including Deputy Chief of Staff's Office) : 5 days a week After 5:00 PM (Monday thru Friday). Dusting, trash, vacuuming, and straighten furniture.	X								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION D									
RESTROOMS/SHOWERS									
1. Perform all tasks as defined in Section A, 1 through 18 as applicable.									
2. Clean and sanitize all surfaces of toilets, urinals, lavatories, countertops, black splashes, partitions and shower stalls.	X								
3. Clean and sanitize external surfaces of plumbing supply lines and exposed waste lines.	X								
4. Clean and polish all bright work and mirrors.	X								
5. Replenish soap, towel, tissue, and napkin dispensers.	X								
6. Remove trash, clean and sanitize all waste and sanitary napkin disposal receptacles. Replace plastic liners.	X								
7. Clean and sanitize walls and partitions adjacent to restroom fixtures.	X								
8. Wet mop and sanitize floors and baseboards. Remove shower mats, clean underneath, hang to dry, replace.	X								
9. Spot clean door jambs, doors, door hardware, switch plates and walls as needed.	X								
10. Operate all flush valves, water valves, soap dispensers, towel and tissue dispensers, and sanitary napkin dispensers and advise CONTRACT ADMINISTRATOR of any leaks or malfunctions in writing.	X								
11. Clean and sanitize all walls, baseboards, and showers, floor to ceiling.			X						
12. Machine scrub and top scrub all floors.					X				
13. Vacuum, clean and disinfect equipment.			X						
14. Clean ceiling and lights. Remove and wash air diffusers.						X			

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION E									
ELEVATORS (WHERE APPLICABLE)									
1A. Spot mop tile and spot clean (Public/Staff Elevators)	X								
1B. Wet mop tile (Service Elevator)			X						
2. Extract carpet as needed to maintain appearance.									X
3. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Public and Staff Elevators).	**X**								
4. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Service Elevator).			**X**						
SECTION F									
COMMUNITY ROOOMS/CONFERENCE ROOMS									
1. Perform all tasks defined in Section A, 1 through 18 as applicable.									
2. Vacuum and spot clean all furniture	**X**								
3. Clean and polish all bright work.			**X**						
4. Remove all trash to designated disposal area.	**X**								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION G									
BREAKROOMS/COFFEE PREP. AREAS/KITCHEN									
1. Perform all tasks defined in Section A, 1 through 18, as applicable.									
2. Clean / sanitize table tops, chairs, sinks, and countertops.	X								
3. Additional inspection of carpet in this area is necessary for spot cleaning.	X								
4. Clean outer surfaces of lockers, cabinets and refrigerators.					X				
5. Clean and polish table pedestals.				X					
6. a. Sweep, wet mop, and sanitize floor. b. Machine scrub floor.	X				X				
7. Vacuum and spot clean upholstered furniture. Clean wood surfaces.		X							
8. Wash and sanitize all trash cans as needed to maintain a sanitary condition.						X			
9. Wash / sanitize all kitchen walls.				X					
10. Remove trash from containers. Replace plastic liners as needed.	X								
11. Remove all trash from building to designated area.	X								
SECTION I									
BUILDING PERIMETER AND GROUNDS									
1. Main Entrance into building: a. Sweep at least 20' out or as requested.	X								
b. Pickup and empty trash at least 20' out or as requested.	X								
2. West Entrances into building : a. Sweep at least 10' out or as requested.	X								
b. Pickup and empty trash at least 10' out or as requested.	X								
3. Sweep, pick up trash around trash dumpster, empty trash containers.		X							

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION J									
JANITORIAL CLOSETS									
1. Janitorial closets shall be kept clean and orderly at all times.		**X**							
2. Thoroughly clean floors, walls, sinks, and storage shelves.			**X**						
3. Clean ceilings.					**X**				
5. Remove all trash from building to designated disposal area. NO TRASH WILL BE LEFT IN JANITORIAL CLOSETS/OTHER AREAS	**X**								

NOTES:
1. Dust rages and any flammable materials shall be kept in approved contractor provided fire proof containers (insure properly labeling). Dust mops shall be washed no less than weekly and no excessivly oily mop heads shall be stored.
2. No trash shall be stored in closets
3. MSDS forms must be in each janitorial closet
4. Insure that the mop sink drains are kept free from debris. Insure that drain screens are in place. Notify City rep if mop drain becomes clogged.
Consumable History (12 Months)
Scott Multifold Towels White (16X250) - 202 Cases
Bay West 71400 Ecosoft Roll Towel White- 39 Cases
Bay West 06390 Dublsoft Toilet Paper (36 Rools) - 145 Cases
40X48 Black Coreless Liner - 42 Cases
24X33 Coreless Roll Liner - 38 Cases
Stoko Refresh Moisturizing Foam Soap (9/800ml) - 39 Cases
Solopol Solvent Free (2000 ml) - 6 Cases
Air Freshner (5.25 oz) - 3 Cases
HG-2500 Seat Covers - 12 Cases

EXHIBIT 10 – JANITORIAL TASK SPECIFICATION – CITY HALL BUILDING

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION A									
ALL AREAS:									
1. Sweep/dust mop and damp mop, as applicable, all non-carpeted floors.	X								
2. Vacuum all carpeted floors.(except for Entrances, lobbies and corridors)			X						
3. Remove and clean all waste and cigarette receptacles. Replace waste receptacle liners, as needed.	X								
4. Remove trash and single stream recycling from containers. Replace plastic liners as needed.	X								
5. Remove all trash and single stream recycling from building to designated disposal area.	X								
6. Spot clean walls, switch plates, door jambs, doors, kick plates, etc. or as needed to maintain appearance.		X							
7. Dust all horizontal surfaces, including but not limited to desks, tables, file cabinets, book cases, chairs, partitions, window sills, baseboard heaters, picture frames, exposed utility pipes, etc.					X				
8. Clean handrails and other horizontal surfaces that cannot be cleaned by dusting.			X						
9. Clean internal glass, clocks, display cases.					X				
10. Strip and wax floors.								X	
11. Top scrub floors.					X				
12. Clean and polish all metal trim, disinfect door knobs.		X							
13. Wash all waste receptacles.						X			
14. Dust draperies and blinds.						X			
15. Arrange furniture in an orderly fashion.		X							
16. Clean all light fixtures and exit lights. *Once per year*							X		
17. Vacuum all fabric-covered surfaces (including office landscape partitions and acoustical wall treatments).					X				
18. Clean all upholstered furniture (Using pre-approved method).					X				

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION B									
ENTRANCES, LOBBIES, CORRIDORS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean both sides of first floor lobby door glass, disinfect push bars.	X								
3. Clean / disinfect first floor security/information console.	X								
4. Clean, polish, and sanitize all drinking fountains.	X								
5. Vacuum and spot clean upholstered lobby furniture including surfaces, arms and legs. Clean all non-upholstered furniture.		X							
6. Additional cleaning of all surfaces in these high traffic areas should be accomplished to assure cleanliness.	X								
7. Dust wall hung and artwork/displays.						X			
8. Clean stairwells, vacuum stairs, clean / disinfect railings to ensure cleanliness.			X						
9. Vacuuming	X								
SECTION C									
GENERAL OFFICE AREAS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean and sanitize all telephones	X								
3. Mayor's Office Area(including Deputy Chief of Staff's Office) : 5 days a week After 5:00 PM (Monday thru Friday). Dusting, trash, vacuuming, and straighten furniture.	X								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION D									
RESTROOMS/SHOWERS									
1. Perform all tasks as defined in Section A, 1 through 18 as applicable.									
2. Clean and sanitize all surfaces of toilets, urinals, lavatories, countertops, black splashes, partitions and shower stalls.	X								
3. Clean and sanitize external surfaces of plumbing supply lines and exposed waste lines.	X								
4. Clean and polish all bright work and mirrors.	X								
5. Replenish soap, towel, tissue, and napkin dispensers.	X								
6. Remove trash, clean and sanitize all waste and sanitary napkin disposal receptacles. Replace plastic liners.	X								
7. Clean and sanitize walls and partitions adjacent to restroom fixtures.	X								
8. Wet mop and sanitize floors and baseboards. Remove shower mats, clean underneath, hang to dry, replace.	X								
9. Spot clean door jambs, doors, door hardware, switch plates and walls as needed.	X								
10. Operate all flush valves, water valves, soap dispensers, towel and tissue dispensers, and sanitary napkin dispensers and advise CONTRACT ADMINISTRATOR of any leaks or malfunctions in writing.	X								
11. Clean and sanitize all walls, baseboards, and showers, floor to ceiling.			X						
12. Machine scrub and top scrub all floors.					X				
13. Vacuum, clean and disinfect equipment.			X						
14. Clean ceiling and lights. Remove and wash air diffusers.						X			

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION E									
ELEVATORS (WHERE APPLICABLE)									
1A. Spot mop tile and spot clean (Public/Staff Elevators)	X								
1B. Wet mop tile (Service Elevator)			X						
2. Extract carpet as needed to maintain appearance.									X
3. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Public and Staff Elevators).	**X**								
4. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Service Elevator).			**X**						
SECTION F									
COMMUNITY ROOOMS/CONFERENCE ROOMS									
1. Perform all tasks defined in Section A, 1 through 18 as applicable.									
2. Vacuum and spot clean all furniture	**X**								
3. Clean and polish all bright work.			**X**						
4. Remove all trash to designated disposal area.	**X**								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION G									
BREAKROOMS/COFFEE PREP. AREAS/KITCHEN									
1. Perform all tasks defined in Section A, 1 through 18, as applicable.									
2. Clean / sanitize table tops, chairs, sinks, and countertops.	X								
3. Additional inspection of carpet in this area is necessary for spot cleaning.	X								
4. Clean outer surfaces of lockers, cabinets and refrigerators.					X				
5. Clean and polish table pedestals.				X					
6. a. Sweep, wet mop, and sanitize floor. b. Machine scrub floor.	X				X				
7. Vacuum and spot clean upholstered furniture. Clean wood surfaces.		X							
8. Wash and sanitize all trash cans as needed to maintain a sanitary condition.						X			
9. Wash / sanitize all kitchen walls.				X					
10. Remove trash from containers. Replace plastic liners as needed.	X								
11. Remove all trash from building to designated area.	X								
SECTION I									
BUILDING PERIMETER AND GROUNDS									
1. Main Entrance into building:									
a. Sweep at least 20' out or as requested.	X								
b. Pickup and empty trash at least 20' out or as requested.	X								
2. West Entrances into building :									
a. Sweep at least 10' out or as requested.	X								
b. Pickup and empty trash at least 10' out or as requested.	X								
3. Sweep, pick up trash around trash dumpster, empty trash containers.		X							

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION J									
JANITORIAL CLOSETS									
1. Janitorial closets shall be kept clean and orderly at all times.		**X**							
2. Thoroughly clean floors, walls, sinks, and storage shelves.			**X**						
3. Clean ceilings.					**X**				
5. Remove all trash from building to designated disposal area. NO TRASH WILL BE LEFT IN JANITORIAL CLOSETS/OTHER AREAS	**X**								

NOTES:
1. Dust rages and any flammable materials shall be kept in approved contractor provided fire proof containers (insure properly labeling). Dust mops shall be washed no less than weekly and no excessivly oily mop heads shall be stored.
2. No trash shall be stored in closets
3. MSDS forms must be in each janitorial closet
4. Insure that the mop sink drains are kept free from debris. Insure that drain screens are in place. Notify City rep if mop drain becomes clogged.
Consumable History (12 Months)
Scott Multifold Towels White (16X250) - 202 Cases
Bay West 71400 Ecosoft Roll Towel White- 39 Cases
Bay West 06390 Dublsoft Toilet Paper (36 Rools) - 145 Cases
40X48 Black Coreless Liner - 42 Cases
24X33 Coreless Roll Liner - 38 Cases
Stoko Refresh Moisturizing Foam Soap (9/800ml) - 39 Cases
Solopol Solvent Free (2000 ml) - 6 Cases
Air Freshner (5.25 oz) - 3 Cases
HG-2500 Seat Covers - 12 Cases

EXHIBIT 11 – JANITORIAL TASK SPECIFICATION – CENTER FOR SUSTAINABILITY 702/704 E. BOULDER

	FREQUENCY								
	DAILY	3x WEEK	1x WEEK	2x MO	1x MO	1x 3MOS	1x 6MOS	1x YEAR	OTHER
SECTION A									
ALL AREAS:									
1. Sweep/dust mop and damp mop, as applicable, all non-carpeted floors.	X								
2. Vacuum all carpeted floors.(except for Entrances, lobbies and corridors)			X						
3. Remove and clean all waste and cigarette receptacles. Replace waste receptacle liners, as needed.	X								
4. Remove trash and single stream recycling from containers. Replace plastic liners as needed.	X								
5. Remove all trash and single stream recycling from building to designated disposal area.	X								
6. Spot clean walls, switch plates, door jambs, doors, kick plates, etc. or as needed to maintain appearance.		X							
7. Dust all horizontal surfaces, including but not limited to desks, tables, file cabinets, book cases, chairs, partitions, window sills, baseboard heaters, picture frames, exposed utility pipes, etc.					X				
8. Clean handrails and other horizontal surfaces that cannot be cleaned by dusting.			X						
9. Clean internal glass, clocks, display cases.					X				
10. Strip and wax floors.								X	
11. Top scrub floors.					X				
12. Clean and polish all metal trim, disinfect door knobs.		X							
13. Wash all waste receptacles.						X			
14. Dust draperies and blinds.						X			
15. Arrange furniture in an orderly fashion.		X							
16. Clean all light fixtures and exit lights. *Once per year*							X		
17. Vacuum all fabric-covered surfaces (including office landscape partitions and acoustical wall treatments).					X				
18. Clean all upholstered furniture (Using pre-approved method).					X				

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION B									
ENTRANCES, LOBBIES, CORRIDORS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean both sides of first floor lobby door glass, disinfect push bars.	X								
3. Clean / disinfect first floor security/information console.	X								
4. Clean, polish, and sanitize all drinking fountains.	X								
5. Vacuum and spot clean upholstered lobby furniture including surfaces, arms and legs. Clean all non-upholstered furniture.		X							
6. Additional cleaning of all surfaces in these high traffic areas should be accomplished to assure cleanliness.	X								
7. Dust wall hung and artwork/displays.						X			
8. Clean stairwells, vacuum stairs, clean / disinfect railings to ensure cleanliness.			X						
9. Vacuuming	X								
SECTION C									
GENERAL OFFICE AREAS									
1. Perform all tasks defined in Section A, 1 thru 18, as applicable.									
2. Clean and sanitize all telephones	X								
3. Mayor's Office Area(including Deputy Chief of Staff's Office) : 5 days a week After 5:00 PM (Monday thru Friday). Dusting, trash, vacuuming, and straighten furniture.	X								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION D									
RESTROOMS/SHOWERS									
1. Perform all tasks as defined in Section A, 1 through 18 as applicable.									
2. Clean and sanitize all surfaces of toilets, urinals, lavatories, countertops, black splashes, partitions and shower stalls.	X								
3. Clean and sanitize external surfaces of plumbing supply lines and exposed waste lines.	X								
4. Clean and polish all bright work and mirrors.	X								
5. Replenish soap, towel, tissue, and napkin dispensers.	X								
6. Remove trash, clean and sanitize all waste and sanitary napkin disposal receptacles. Replace plastic liners.	X								
7. Clean and sanitize walls and partitions adjacent to restroom fixtures.	X								
8. Wet mop and sanitize floors and baseboards. Remove shower mats, clean underneath, hang to dry, replace.	X								
9. Spot clean door jambs, doors, door hardware, switch plates and walls as needed.	X								
10. Operate all flush valves, water valves, soap dispensers, towel and tissue dispensers, and sanitary napkin dispensers and advise CONTRACT ADMINISTRATOR of any leaks or malfunctions in writing.	X								
11. Clean and sanitize all walls, baseboards, and showers, floor to ceiling.			X						
12. Machine scrub and top scrub all floors.					X				
13. Vacuum, clean and disinfect equipment.			X						
14. Clean ceiling and lights. Remove and wash air diffusers.						X			

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MO	1 x MO	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION E									
ELEVATORS (WHERE APPLICABLE)									
1A. Spot mop tile and spot clean (Public/Staff Elevators)	X								
1B. Wet mop tile (Service Elevator)			X						
2. Extract carpet as needed to maintain appearance.									X
3. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Public and Staff Elevators).	**X**								
4. Clean and polish all walls, handrails, both sides of doors, door jambs, and hall push button plates and elevator tracks (Service Elevator).			**X**						
SECTION F									
COMMUNITY ROOOMS/CONFERENCE ROOMS									
1. Perform all tasks defined in Section A, 1 through 18 as applicable.									
2. Vacuum and spot clean all furniture	**X**								
3. Clean and polish all bright work.			**X**						
4. Remove all trash to designated disposal area.	**X**								

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION G									
BREAKROOMS/COFFEE PREP. AREAS/KITCHEN									
1. Perform all tasks defined in Section A, 1 through 18, as applicable.									
2. Clean / sanitize table tops, chairs, sinks, and countertops.	X								
3. Additional inspection of carpet in this area is necessary for spot cleaning.	X								
4. Clean outer surfaces of lockers, cabinets and refrigerators.					X				
5. Clean and polish table pedestals.				X					
6. a. Sweep, wet mop, and sanitize floor.	X								
b. Machine scrub floor.					X				
7. Vacuum and spot clean upholstered furniture. Clean wood surfaces.		X							
8. Wash and sanitize all trash cans as needed to maintain a sanitary condition.						X			
9. Wash / sanitize all kitchen walls.				X					
10. Remove trash from containers. Replace plastic liners as needed.	X								
11. Remove all trash from building to designated area.	X								
SECTION I									
BUILDING PERIMETER AND GROUNDS									
1. Main Entrance into building:									
a. Sweep at least 20' out or as requested.	X								
b. Pickup and empty trash at least 20' out or as requested.	X								
2. West Entrances into building :									
a. Sweep at least 10' out or as requested.	X								
b. Pickup and empty trash at least 10' out or as requested.	X								
3. Sweep, pick up trash around trash dumpster, empty trash containers.		X							

	FREQUENCY								
	DAILY	3 x WEEK	1 x WEEK	2 x MONTH	1 x MONTH	1 x 3 MOS	1 x 6 MOS	1 x YEAR	OTHER
SECTION J									
JANITORIAL CLOSETS									
1. Janitorial closets shall be kept clean and orderly at all times.		**X**							
2. Thoroughly clean floors, walls, sinks, and storage shelves.			**X**						
3. Clean ceilings.					**X**				
5. Remove all trash from building to designated disposal area. NO TRASH WILL BE LEFT IN JANITORIAL CLOSETS/OTHER AREAS	**X**								

NOTES:
1. Dust rages and any flammable materials shall be kept in approved contractor provided fire proof containers (insure properly labeling). Dust mops shall be washed no less than weekly and no excessivly oily mop heads shall be stored.
2. No trash shall be stored in closets
3. MSDS forms must be in each janitorial closet
4. Insure that the mop sink drains are kept free from debris. Insure that drain screens are in place. Notify City rep if mop drain becomes clogged.
Consumable History (12 Months)
Scott Multifold Towels White (16X250) - 202 Cases
Bay West 71400 Ecosoft Roll Towel White- 39 Cases
Bay West 06390 Dublsoft Toilet Paper (36 Rools) - 145 Cases
40X48 Black Coreless Liner - 42 Cases
24X33 Coreless Roll Liner - 38 Cases
Stoko Refresh Moisturizing Foam Soap (9/800ml) - 39 Cases
Solopol Solvent Free (2000 ml) - 6 Cases
Air Freshner (5.25 oz) - 3 Cases

SECTION VI

4.0 SCHEDULES

Schedule A Price Sheet

SCHEDULE A – PRICE SHEET

INSTRUCTIONS: RESPONSDENT SHALL SUBMIT A PRICE SHEET FOR WORK ON THIS DOCUMENT FOR EACH SITE.

1. CITY ADMINISTRATION BUILDING – 30 S. NEVADA AVE

DESCRIPTION	COST	UNIT OF ISSUE
Base Contract (Exclusive of Options) Jan 1 - Dec 31, 2017	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

OPTION YEAR ONE (2018)

Base Contract (Exclusive of Options) Jan 1 – Dec 31, 2018	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

2. CITY HALL BUILDING – 107 N. NEVADA AVE

DESCRIPTION	COST	UNIT OF ISSUE
Base Contract (Exclusive of Options) Jan 1 - Dec 31, 2017	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

OPTION YEAR ONE (2018)

Base Contract (Exclusive of Options) Jan 1 – Dec 31, 2018	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

3. CENTER FOR SUSTAINABILITY 702 E. BOULDER

DESCRIPTION	COST	UNIT OF ISSUE
Base Contract (Exclusive of Options) Jan 1 - Dec 31, 2017	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

OPTION YEAR ONE (2018)

Base Contract (Exclusive of Options) Jan 1 – Dec 31, 2018	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

4. CENTER FOR SUSTAINABILITY 704 E. BOULDER

DESCRIPTION	COST	UNIT OF ISSUE
Base Contract (Exclusive of Options) Jan 1 - Dec 31, 2017	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

OPTION YEAR ONE (2018)

Base Contract (Exclusive of Options) Jan 1 – Dec 31, 2018	$	MONTH
Man Hours (Per day to accomplish base contract work)		HOUR
Pickup of Recyclable Paper	$	MONTH
Extra Requested Labor	$	HOUR
Extra Emergency Labor	$	HOUR
TOTAL ANNUAL COST (Base Contract X 12 Months)	$	

5. TOTAL ALL BUILDINGS

LOCATION	2017 BASE YEAR TOTAL COST	2018 OPTION YEAR TOTAL COST
CITY ADMINISTRATION BUILDING	$	$
CITY HALL	$	$
SUSTAINABILITY 702 E. BOULDER	$	$
SUSTAINABILITY 704 E. BOULDER	$	$
TOTAL	$	$

COMPANY: _____

SIGNATURE: _____

PRINTED NAME: _____

DATE: _____