Please note that solicitations issued prior to September 07, 2016 can be found here: http://legacy.rockymountainbidsystem.com

Addendum Description

RFP solicitation document omitted in the notice. Included in this Addendum 1

Notice Modifications

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COLORADO MESA UNIVERSITY
CMU 21-2714
REQUEST FOR PROPOSALS
FOR
OUTSOURCING CUSTODIAL SERVICES

RFP ISSUE DATE:  October 22, 2021
PROPOSAL DUE DATE:  November 23, 2021 11:00 MST
ISSUED BY:  Suzanne Ellinwood
Purchasing Manager

Sealed Proposals will be accepted until 11:00 AM Mountain Standard Time, November 23, 2021. Any Proposal received after the above indicated time will be returned unopened. Five (5) copies plus one original of each Proposal shall be delivered to:

Suzanne Ellinwood
Colorado Mesa University Purchasing Department
1260 Kennedy Avenue
Grand Junction, CO  81501-3122
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NOTE: To simplify the Colorado Mesa University’s review process, the format for all Proposals must be consistent with the format in Section 4, “Offeror’s Response Format.” In addition, the Offeror Signature Form must be completed and signed by an authorized company representative.
SECTION 1: ADMINISTRATIVE INFORMATION

1. ISSUING OFFICE:
This Request for Proposal (RFP) is issued by the State of Colorado acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of the Facilities Department by the Colorado Mesa University Purchasing Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be through the Purchasing Department.

2. OFFICIAL MEANS OF COMMUNICATION:
During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain Bids System http://www.rockymountainbidsystem.com/ or the Colorado Mesa University’s Purchasing website at: http://www.coloradomesa.edu/purchasing(opensolicitations.html). Colorado Mesa University Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor either the Rocky Mountain Bids site or the Purchasing website for any such postings.

3. PURPOSE:
This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

A. DEFINITIONS
1. In the following RFP the term “University” shall be understood to mean “Colorado Mesa University.”

2. The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP, and may also be referred to as the “Bidder,” “Vendor” or “Contractor.”

3. The term “Response,” as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

4. SCOPE:
This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

5. SCHEDULE OF ACTIVITIES

<table>
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<tr>
<td>RFP Issue Date, Advertisement</td>
<td>October 25, 2021</td>
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<tr>
<td>Pre-Proposal Walkthrough</td>
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<td>Response to Written Inquiries</td>
<td>November 12, 2021</td>
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<td>Proposal Submission Deadline</td>
<td>November 23, 2021 11:00 AM MST</td>
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<tr>
<td>Oral Presentations (if necessary)</td>
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6. VIRTUAL PRE-PROPOSAL MEETING
The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to University; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

The pre-proposal meeting will be held as indicated in the Schedule of Activities above. Attendance at this conference is not required but is strongly encouraged. Any questions in connection with this RFP will need to be submitted in writing as instructed in No. seven below.

7. INQUIRIES:
Offerors may make written, e-mail or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries. Inquiries should be directed to the following using the e-mail address: sellinwo@coloradomesa.edu

Suzanne Ellinwood
Colorado Mesa University Purchasing Department
1260 Kennedy Avenue
Grand Junction, CO 81501-3122
RFP No.CMU-21-2714

Response to any Offeror’s inquiries will be published as a modification on Rocky Mountain E-Purchasing System in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS:
Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

9. PROPOSAL SUBMISSION:
Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the Colorado Mesa University Purchasing Department on or before the proposal opening date and time. Offerors mailing their proposals are advised to allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Suzanne Ellinwood
Purchasing Department
Colorado Mesa University
1260 Kennedy Avenue
Grand Junction, CO  81501-3122

Proposals must be submitted and sealed in a package showing the following information on an envelope attached to the package:

OFFEROR’S NAME
CMU-
PROPOSAL DUE:
The Offeror Signature Form MUST be signed in ink by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Signature form is to be included with the proposal copy that is marked as ORIGINAL.

Proposals which are determined to be at a variance with this requirement may not be accepted.

Offerors are advised that the University desires and encourages that proposals prepared in response to this RFP be submitted on recycled paper, and that the original proposal and five (5) copies Reference Section 4, Offerors Response Format, Paragraph 1.

10. BID OPENING:
Due to the complexity of this Proposal, information provided at the bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors’ proposals will not be allowed until after the notice of intent to award if posted on the Rocky Mountain Bids system.
11. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:
In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com/ and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html
Bidders shall not rely on any other interpretations, changes or corrections.

12. WRITTEN INQUIRIES AND RESPONSES:
Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be e-mailed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html on the date shown in the Schedule of Activities.

13. ORAL PRESENTATIONS/SITE VISITS:
The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required in order to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror’s key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Offerors shall not be allowed to alter or amend their proposals.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed Colorado Mesa University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

14. ACCEPTANCE OF RFP TERMS:
A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University’s RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

15. PROTESTED SOLICITATIONS AND AWARDS:
Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation’s requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the
protest should be submitted within the 7 day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the Rocky Mountain Bids system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on Rocky Mountain Bids.

16. CONFIDENTIAL/PROPRIETARY INFORMATION:
Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

17. RFP RESPONSE MATERIAL OWNERSHIP:
All material submitted regarding this RFP becomes the property of Colorado Mesa University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

18. PROPOSAL PRICES:
Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

19. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:
Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

20. SELECTION OF PROPOSAL:
As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee’s written recommendation, will notify all Offerors via a posting on the Rocky Mountain Bids system of the results of the RFP evaluation. The posting will be an announcement of the "Notice of Intent to Make an Award" will name the apparent successful Offeror.

21. AWARD OF CONTRACT:
The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Colorado Mesa University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.
22. ACCEPTANCE OF PROPOSAL CONTENT:
The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

23. STANDARD CONTRACT:
The successful bidder will enter into a contract with the University. The State Contract contains certain required provisions for doing business with the State of Colorado, labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document.

24. RFP CANCELLATION:
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

25. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:
Proposals, upon established opening time, become the property of the Colorado Mesa University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the Colorado Mesa University unless otherwise noted in the RFP. The contents of the successful Offeror’s proposal will become contractual obligations.

26. INCURRING COSTS:
Colorado Mesa University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

27. MINORITY- OWNED/WOMAN-OWNED PARTICIPATION:
It is the State’s intent to achieve the goals of the Governor’s Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.

28. NON-DISCRIMINATION:
The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

29. REJECTION OF PROPOSALS:
The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of Colorado Mesa University.

30. PARENT COMPANY:
If an Offeror is owned or controlled by a parent company, the main office address and parent company’s tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

31. NEWS RELEASES:
News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.
32. CONTRACT CANCELLATION:
The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
   a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
   c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certified that:
   a. He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
   b. He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

34. CONFLICTS OF INTEREST:
The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

2. A public officer or a state employee shall not:
   a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
   b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or

d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

35. TAXES:
Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546 and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

36. ASSIGNMENT AND DELEGATION:
Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

37. AVAILABILITY OF FUNDS:
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to Colorado Mesa University and the State of Colorado.

38. BID BONDS/SECURITY:
If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds $50,000. If the specifications so state, it may be required for projects of less than $50,000. Not required for this Solicitation.

39. CONTRACTOR'S PERFORMANCE-BOND:
Not required for this Solicitation.
A) The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of offeror’s employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   a) $1,000,000 each occurrence;
   b) $2,000,000 general aggregate;
   c) $2,000,000 products and completed operations aggregate; and
   d) $50,000 any one fire.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

B) Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.

C) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.

D) The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

F) The offeror shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G) Notwithstanding subsection A of this section, if the offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.
41. INDEPENDENT CONTRACTOR CLAUSE:
All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

42. INDEMNIFICATION:
To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

43. VENUE:
The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.
SECTION 2: BACKGROUND, OVERVIEW AND GOALS

1. Background

**Colorado Mesa University**
A comprehensive university in Grand Junction, Colorado Mesa University provides exceptional educational opportunities on a state-of-the-art campus. As western Colorado’s largest university, CMU serves students on its: main campus in Grand Junction; satellite campus in Montrose; community college, Western Colorado Community College in Grand Junction; and, via online offerings.

Colorado Mesa University serves as the primary intellectual and cultural center of western Colorado and promotes the exchange of ideas that are of regional, national and international importance. Founded in 1925, it’s a dynamic university enrolling more than 11,000 students at the associate, baccalaureate, graduate and professional levels. Our focus is on providing quality academic programs, built on a strong liberal arts core that support students’ interests and regional employment needs, as well as technical programs that respond to vocational workforce demands.

2. Goals

As a result of the pandemic and ongoing and accelerated marketplace labor challenges, Colorado Mesa University is exploring opportunities to partner with the private sector to help meet substantial staffing shortages within custodial operations. The partner will need to embrace CMU’s “student first” orientation and blend seamlessly with CMU’s custodial employees in providing an environment that contributes to a sense of place, advances learning and supports stewardship of resources. To achieve this goal the University is soliciting proposals to furnish a turn key solution to deliver high quality professional custodial services that addresses financial, human resources and customer service to strike an appropriate balance between high quality work, and customer service while controlling costs.

The selected contractor will provide all labor, materials, transportation, equipment, supervision, uniforms, vehicles, training, identification, communication devices, software and other necessary items to deliver high quality janitorial services in accordance with the specifications and requirements in this solicitation.

SECTION 3: STATEMENT OF WORK, ACTIVITIES AND DELIVERABLES

1. Project Overview

Colorado Mesa University (“University”) is soliciting sealed proposals in response to this solicitation for selection of a qualified professional custodial services contractor to provide custodial services (the “services”) related to cleaning 46 academic and administrative buildings at three campuses.

The selected contractor will provide all management and expertise, supervision, labor, materials, tools transportation, equipment, uniforms, vehicles, training, identification, communication devices, software and other necessary items to deliver high quality professional janitorial services in accordance with the specifications and requirements in this solicitation. The proposal response must include a fee proposal for the performance of the services listed in this Section 3.

Work shall include but not be limited to all duties required to ensure a clean, safe and attractive campus environment that contributes to a sense of place, advances learning and fosters the stewardship of
resources for all areas described in Exhibit A and B and other related work as needed or required by the University.

A. Custodial Service Mandatory Specifications
   1. These mandatory specifications apply to all services being performed at all campus locations.
   2. Before any staff may perform any services or access any campus facilities, Contractor must thoroughly investigate the staff’s background and work history at no additional charge to the University. At a minimum, Offeror must:
      a. Investigate whether staff has any criminal record in each county in which staff resided or worked within the seven (7) years immediately preceding the staffing assignment. Offeror must provide customer with results dated within thirty (30) days of staffing assignment start date.
      b. Investigate whether staff is a registered sex offender through a national search, all results must be dated within thirty (30) days of assignment start date and provide satisfactory result of the background checks on staff assigned to CMU.
   3. Service staff working on Colorado Mesa University premises are required to follow the University's current COVID-19 protocols found at https://www.coloradomesa.edu/covid-19/faq/employees.html in addition to any guidelines or policies of the firm.
   4. All service staff will be required to wear clear and identifying uniforms with a name badge.
   5. The University must always retain a current copy of all service staff assigned to the premises. Upon change in service staff, Contractor will have (5) days to provide the Custodial Manager with a current list of all employees assigned to work on the premises.

B. Preferred Specifications
   1. The University recommends Hepatitis B vaccination as well as tetanus for those that need it.

C. Custodial Services

   The University seeks to provide outsourced custodial services at: the main campus in Grand Junction, Colorado (includes facilities at 29 and D Road and Whitewater; the Western Colorado Community College (WCCC) in Grand Junction, Colorado; and, the Montrose Campus in Montrose, Colorado. Buildings included in this proposal consist of laboratories, libraries, administrative and academic areas, warehouses and shop areas.

   It is critical to note that the scope of this contract calls for cleaning a total square footage of approximately 1,614,000 square feet.

   It is the University’s intention to contract with a full-service contractor(s) who can devote and provide the necessary resources to accomplish the work. The contractor must be able to strictly adhere to established frequencies and work times, yet have the flexibility to adapt to changing needs within the facilities. To ensure consistency of services and building relationships, both the operations manager and service staff must be assigned exclusively to these facilities. The University intends to develop a close working “team” relationship with both the contractor and the service staff to provide seamless services to students, faculty and staff. It is expected that the operating standards will be adhered to in a uniform fashion and will be monitored through regular inspection and addressed through frequent communication.

   The University will provide secure storage areas for all Contractor furnished equipment and supplies. Control of the equipment and supplies shall be the sole responsibility of the Contractor.

Statement of Work for all locations are listed in the following Exhibits:
Exhibit A, Standards for Custodial Services

1. Perform all services at a minimum “Level 2” APPA cleaning standard in accordance with APPA Educational Facilities Leadership guidance of the Custodial Operations Guidelines for Education Facilities, 3rd Edition, 2011 and updates (www.appa.org); and

Exhibit B, Building Inventory Spreadsheet
Exhibit C, Cleaning Requirements and Frequency Schedule for Services Areas

SECTION 4: OFFEROR’S RESPONSE FORMAT

Offeror’s response format shall be structured to respond to each item listed in Section 3: Statement of Work. Responses should be prepared to provide clarity to the Offeror’s proposal and subsequent evaluation process, simply and economically, in a straight forward and concise manner fully describe the Offeror’s ability to meet the requirements of the RFP.

The following describes the minimum information that is required from interested Offerors. If references are made in your response to accompanying materials, specify document names and pages where the information can be found. Failure to comply with the required format and content of all required information may, at the discretion of the University, result in the proposal being eliminated from further consideration.

THIS INFORMATION MUST BE SUBMITTED.

A. COVER LETTER

The Offeror shall furnish a cover letter to introduce the company, its qualifications, provide a general overview of the Offeror’s proposal.

B. EXPERIENCE AND CAPABILITIES

1. Provide an overview of your firm and the type/breadth of services you offer.

2. Tell us about the individual(s) who will be assigned to the CMU account, their areas of expertise and where they are located. Who will be the University’s operations manager?

3. Provide a list of five (5) current comparable clients…. Include the dates of the relationship, client name and address. Include the contact name, phone number and email address of the individual we have permission to contact, if necessary.

C. COMPANY PROFILE

1. Submit with the response the current financial rating of the Offeror or any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of the Offeror.

2. Submit a reference list of no less than three (3) organizations with which the Offeror currently has contracts and/or to which the Offeror has previously operated custodial services (within the past five (5) years) of a type and scope similar to that required by this RFP. The Offeror must include in its reference list the company name, contact person, telephone number, project description, length of business relationship, and background of custodial services operations provided by the Offeror.
3. Indicate whether the Offeror is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, the Offeror must explain the expected impact, both in organizational and directional terms.
4. Describe the details of all past or pending litigation or claims filed against the Offeror that would affect its performance under the Agreement with the University (if any).

D. MANAGEMENT APPROACH

1. Describe your plan to service and maintain each facility. Provide a plan for each building.
2. What staffing do you propose for the facilities? Refer to Exhibit B
3. For the primary class of positions required to satisfy the needs of the University, provide staffing turnover data for the past three years broken down by voluntary separation vs. involuntary separation as follows:

<table>
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<tr>
<th>Year</th>
<th>Average number of employees per year</th>
<th>Voluntary Separations</th>
<th>Involuntary Separations</th>
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<td>CY21 to date</td>
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Please address any unusual turnover patterns in your explanation.

4. Describe how in the current market you can ensure adequate and consistent staffing for the work required.
5. How do you actively promote employee retention?
6. Please provide examples of policies or procedures which demonstrate your commitment as an employer to equal employment opportunity, inclusivity and civility.
7. Describe how employee performance is evaluated and pay is set for employees who will be assigned to CMU.
8. Provide the name, qualifications and related experience for the operations manager who will be assigned to CMU.

E. TRAINING AND SAFETY PROGRAMS

1. Describe your training program for service staff.
2. What is your screening process for potential service staff?
3. How do you ensure the highest quality of service staff?
4. Describe your safety program for service staff.
5. Describe your background check procedures. Provide the name of the service provider who performs the checks and how long your firm has utilized them.
6. Describe your firm’s health and wellness philosophy, policies, etc.
7. Provide pictures of service staff uniforms and badging.

F. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

1. Specify whether your firm is a small and diverse business. Firms can only be considered a Woman-Owned Small Business (WOSB), or a Historically Underutilized Business Zone (HUBZone) if certified by the Small Business Administration (SBA).
2. If your firm is not a small and diverse firm, describe your firm’s partnering relationships with small and diverse firms and how it plans to support the University’s goal to increase business with these firms.
3. Describe your firm’s experience with LEED. How do you ensure the services provided meet LEED requirements?
4. Describe how your firm will ensure maintenance of the designation of a Pollinator Friendly Campus.
5. Describe your firm’s social responsibility initiatives, including environmental.
6. Describe your firm’s compensation philosophy. Provide wage structure for service staff by position/title. What incentives do you offer to employees?

G. GENERAL QUESTIONS

1. Describe the process for which university staff and faculty request service for both day-to-day cleaning needs (e.g. I have a carpet stain from spilling my coffee) and special cleaning (quarterly hallway carpet cleaning) requests.

2. Please include if the University is limited by the number of staff or staff role who can make these types of requests.

3. Explain how the service request process works and what system you plan to use to facilitate service customer requests, tracking and follow-up.

4. Does the service request system provide the university reports of spaces cleaned (weekly, monthly, yearly)?

5. What, if any, system requirements are there on University systems and networks (i.e. wireless access, account creation, etc.) to support the offeror’s service request process?

6. Describe how you plan to staff and maintain staffing levels to fulfill your service obligations if awarded this contract.

7. Some of the contractor’s staff may need additional authorizations to access more sensitive areas on campus. Describe the process for which individuals are selected, vetted and trained to work in these areas? Include staff absenteeism protocols in the event authorized individuals are on personal leave or sick.

8. Provide examples of where you have provided cleaning services to a business that require access to sensitive areas.

H. MANDATORY SPECIFICATIONS

1. Please confirm your ability to perform all mandatory requirements under Section 3A. Mandatory Specifications.

I. FINANCIAL CONSIDERATIONS

1. For Custodial Services, provide pricing as itemized in Exhibit B. The total proposal cost shall reflect the full Scope of Services defined herein inclusive of all associated cost for Labor, Material, Supplies, Equipment, delivery, insurance, taxes, overhead, and profit.

J. Additional Information
Provide any additional information believed to be relevant to this RFP in support of traditional facilities operations.

K. EXCEPTIONS TO THE RFP TERMS AND CONDITIONS

Any and all exceptions to the provisions contained in this RFP must be clearly and specifically stated in this section. Failure to specifically address an exception shall be conclusively deemed a waiver of any such objection. Failure or refusal to execute the contract documents as accepted, within the required time period stated in this RFP, shall be cause for immediate cancellation of the award.

L. AUTHORIZED AGENT

The attached signature page, Appendix B, must be completed by an authorized agent of the firm and attached to the proposal.

M. RELATED SERVICES

Please indicate any other related services your firm can provide to the University

SECTION 5: EVALUATION PROCESS & CRITERIA

A. Evaluation Process

All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

The Committee's evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror's Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating:

B. Evaluation Criteria

a) Demonstrated specific Custodial Management experience in projects of similar scope, size and complexity
b) Demonstrated specific management experience of the operations manager assigned to the University in addition to other key in house staff that will be assigned to this contract.
c) Proposed Approach & Methodology
d) References and Past Performance
e) Proposal Fee and Pricing

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

Basis of Award
The technical factors will be assessed based on the soundness of the Offeror's approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

SECTION 6: REQUIRED SUBMITTALS

- Offeror Signature Form
- All items required in Section 3, Statement of Work and Section 4.
OFFEROR SIGNATURE FORM
CMU 21-2714 Outsourcing Custodial Services

Proposals Due: November 23, 2021     Time: 11:00 am MST

Mail/Delivery Proposal to:  
Colorado Mesa University - Purchasing Office
1260 Kennedy Avenue
Grand Junction, CO 81501
Contact/Attention:  
Suzanne Ellinwood
(970) 248-1337
sellinwo@coloradomesa.edu

SEALED proposals properly marked with Bid No., Due Date and Time, subject to the conditions herein stipulated in accordance with specifications set forth herein, will be accepted in the CMU Purchasing Office, 1260 Kennedy Avenue, Grand Junction, CO 81501 prior to the due date and time set forth above. DO NOT FAX proposals. Fax and other electronic documents cannot be accepted as a sealed proposal.

All prices shall include shipping, handling and delivery, FOB Destination, Colorado Mesa University, Grand Junction, CO.

The Offeror herein noted has carefully examined all components, instructions and requirements of this Quote and proposes to furnish the services described herein. The undersigned hereby agrees to provide outsourced custodial services on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Offeror Signature Form certifies that he/she is a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Offeror Signature Form page **MUST** be signed for proposal to be valid.

**COMPLETE THE FOLLOWING:**

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**Contact for Clarifications:**

| Name:                  | ___________________________ |
| Title:                 | ___________________________ |
| Phone No.:             | ___________________________ |
| Fax No.:               | ___________________________ |
| Email:                 | ___________________________ |

Offeror Acknowledges Receipt of Addendum No. ____, ____, ____, ____ (Addendums MUST be acknowledged)
Statement of Work  
Exhibit A  
Standards for Custodial Services

In accordance with Section 3, Statement of Work Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services in accordance with this Agreement (including the following standards), the highest standards of Contractor’s business, and in compliance with all Applicable Laws.

The preceding tasks are general in nature and are not intended to eliminate any specific elements of the housekeeping routine. However, the specific elements of the housekeeping routine will be judged against the general task description and standard.

1. **Sweeping**: Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods as appropriate for the location and situation.

Standard: When properly completed a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt, etc. will be returned to their original location.

2. **Wet Mopping**: Wet mopping is defined as the removal of built up dirt, soil, liquids or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral detergent and water solution or neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer.

Standard: When properly completed a wet mopped floor will be free of all dirt, debris soil, liquids or other foreign material. It will present a uniform appearance free of streaks smudges, heel-marks or any other marks which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed or the proper completion of the wet mopping task. All items moved to accomplish this task will be returned to their original positions.

3. **Damp Mopping**: Damp mopping is defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping.

Standard: When properly completed damp mopping will be held to the same quality standard sawed mopping.

4. **Machine Mopping**: Machine mopping is defined as the use of a mechanized scrubbing/vacuum same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period.

Standard: When properly completed machine mopping will be held to the same quality standard as wet mopping.

1. **Spot Cleaning**: Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, wall, furniture, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soilings.

Standard: When properly completed spot cleaning will remove completely any evidence of the soilings which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.

6. **Stripping**: Stripping is defined as the complete (as is practicable removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent.
7. Sealing: Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods.

Standard: When properly sealed in compliance with the manufacturer’s recommendation the floor will present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

8. Waxing/Finishing: Waxing/Finishing is defined as the application of an approved nonslip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods.

Standard: When applied according to the manufacturer’s recommendations the finish will present an even high gloss shine. Evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

9. Spray Buffing: Spray buffing is defined as the application of a wax and water solution to a floor and buffing with a high speed-buffing machine to refurbish the floor finish after wet or damp mopping.

Standard: When properly completed a spray buffed floor will be held to the same quality as a newly waxed/finished floor.

10. Vacuuming: Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and any other foreign material from carpeted floors and other items; ex. couches, chairs, walls, curtains/drapes; which lend themselves to this method of cleaning.

Standard: When properly vacuumed there will be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions.

11. Shampooing: Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized.

Standard: When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and will present a clean and uniform appearance. All excess cleaning agents will be removed from baseboards, walls, and furniture and fixtures. Any items moved during this process will be returned to their original positions.

12. Dusting: Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items which may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high.

Standard: When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.

13. Glass/Window Cleaning - Glass/Window cleaning is defined as the removal of dirt, soil, smudges, fingerprints and other foreign material from glass window, doors, partitions, or any other items which may consist
in whole or part of a glass or similar material including mirrors. All chemicals or solutions used to accomplish this task must be approved by University.

Standard: When properly cleaned glass objects will be free of all dirt, soil, smudges, smears or any other substances which will interfere with the passage or reflectance of light rays as may be applicable to the particular object. All excess spray or solution must be removed from any surrounding trim or surfaces. Any items moved to accomplish this task must be returned as close as possible to their original positions.

14. Trash/Waste Removal: Trash/Waste removal is defined as the collection and disposal of all materials which have been placed into appropriate containers dedicated for disposal. This service also includes the separation of identified recyclable materials and placement into an identified recycling container (Optional, use if applicable).

15. Recycling: All specified recyclable materials must be collected, maintaining separation into appropriate containers. Once collected, materials are to be moved to the proper designated locations for transportation.

Standard: When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it will be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner will be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected. (Recyclable materials will be separated and placed into their appropriate containers).

16. Metal Cleaning/Polishing: Metal cleaning/polishing is defined as the removal of dirt, soil fingerprints, smudges, water marks, scale and other foreign material from metal surfaces and fixtures.

Standard: When properly cleaned/polished with an approved non-abrasive cleaner/polish the metal surface will present a clean uniform appearance free from all dirt, soil, marks, smudges, scale, etc.

17. Disinfecting: Disinfecting is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms capable of causing infection in humans if untreated through the application of an approved disinfectant by either manual or mechanical methods.

Standard: When properly disinfected surfaces will be as free as possible of material containing living bacteria, viruses, or other contaminants capable of causing infections. Testing may be accomplished by the agency or through an independent testing facility.

18. Woodwork Cleaning/Polishing: Woodwork cleaning/polishing is defined as the treatment of wood furniture, fixtures, and walls with an approved wood cleaner, oil and/or polish to prevent the aging, cracking, and/or drying of wood items and to remove soil, stains, fingerprints and smudges.

Standard: When properly cleaned and polished the wood will exhibit a high uniform sheen free of all dirt, soil, stains, or other foreign material which would detract from a clean and appealing appearance.

19. Dispenser Service: Dispenser service is defined as the checking, and refilling of all towel, toilet tissue, soap, or any other dispensers which may be identified by University.

Standard: When properly serviced dispensers will have an adequate (1 day) supply of dispensed product or will be identified as needing a follow-up check to ensure that the dispenser does not remain empty for an extended period of time. At no time will additional supplies be left for patrons/clients/patients/employees to install in the dispensers.

20. Cleaning General: Cleaning in general is defined as the removal of dirt, soil, stains, liquids, trash, refuse and any other foreign material from an item, fixture, or area and may include the process of disinfecting, if required by University.

Standard: When properly cleaned an area, fixture or item will be free of all dirt, soil, stains or other foreign material and will present clean, safe, healthful, and pleasant appearance.
Statement of Work
Building Inventory Spreadsheet/Fee Proposal
Exhibit B

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Statement of Work
Exhibit C
Cleaning Requirements and Frequency Schedule for Services Areas

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Statement of Work
Exhibit D
Campus Map
Main Campus
Western Colorado Community College
Montrose Campus

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Exhibit E
Specimen copy of Personal Services Contract

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