



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

---

RFP Number: **7395-22**

RFP Title: Janitorial Services for Boulder County

Mandatory Pre-Proposal Meeting: December 6, 2022 – 9:30 a.m.  
Lafayette Clerk & Recorder  
1376 Miners Drive, Lafayette CO 80026

RFP Questions Due: December 8, 2022 – 2:00 p.m.

Submittal Due Date: December 16, 2022 – 2:00 p.m.

Email Address: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Sustainability Questionnaire
- Signature Page
- Sample Contract



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **PROPOSAL INSTRUCTIONS**

---

### **1. Purpose/Background**

Boulder County Public Works, Building Services Division, is seeking proposals from qualified vendors to provide Cleaning Services for office buildings around Boulder County.

Specifications and a sample contract are attached. Contracts will be generated for a term of one year with the option to re-new for two additional years. Prices for services will be locked at amounts proposed and agreed to in said contracts for the term of the contracts. Please provide bids for three, one-year proposals found on the bid sheets.

### **2. Mandatory Pre-Proposal Meeting**

A Mandatory Pre-Proposal walk-through will be held on **December 6, 2022**, beginning at 9:30 a.m. Interested contractors should meet in the parking lot of the Lafayette Clerk and Recorder, Motor Vehicle Division, located at 1376 Miners Drive, Lafayette, CO 80026 at 9:30 a.m. From there, we will caravan to the remaining locations as outlined in Attachment G of this RFP. Contractors should expect the site visits to continue until all locations have been inspected and should be prepared to drive to locations in Boulder, Lafayette, and Longmont.

**Proposals from firms not represented and signed in at the mandatory, pre-proposal meeting, and site visit will not be accepted.**

### 3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **December 8, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **December 13, 2022**.

**Do not contact any other county department or personnel with questions or for information regarding this solicitation.**

### 4. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on December 16, 2022**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**     [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 7395-22** in the subject line.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

**Americans with Disabilities Act (ADA):** If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

**Important Dates and Documents:**

Mandatory Pre-Proposal Walk-Through - December 6, 2022  
RFP Due Date - December 16, 2022  
RFP Award by December 30, 2022  
Begin Contract - January 1, 2023

**Attachments contained within this RFP:**

Attachment A	Criteria for Bid Evaluation
Attachment A	Detailed Cleaning Specifications
Attachment B	Criteria for Inspection Scoring
Attachment C	Linoleum Maintenance
Attachment D	Proposed Staffing Plan
Attachment E	Cost Summary
Attachment F	Cost Summary for additional work
Attachment G	Directions to county building sites
Attachment H	Sample Contract



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **TERMS AND CONDITIONS**

---

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder 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 or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Bids submitted in response to this “Invitation to Bid” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid are not considered confidential.

**The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.**

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **SPECIFICATIONS**

---

### **SCOPE OF WORK**

#### **Janitorial Services for Boulder County**

#### **CUSTODIAL SERVICES**

##### **SCOPE OF WORK:**

Janitorial services at seven Boulder County locations in Longmont, Boulder, and Lafayette per the attached specifications. Boulder County reserves the right to award one or more chosen contractors for one or more of the seven buildings specified in this proposal.

##### **PRICES:**

The bid price must be held firm for each of two one-year periods of the contract with any increases to be negotiated annually. If Boulder County wishes to continue service for additional one-year period, the contractor will be asked to submit a price at that time.

##### **PAYMENT:**

Payment will be made monthly, as invoices are received. If the successful contractor fails to clean any specific area(s), payment will be deducted for each day the area(s) remain unacceptable. If Boulder County employees are required to complete services not satisfactorily performed by the vendor, time and material charges will be deducted from the monthly payment.

##### **QUALITY:**

It is the intent of Boulder County to obtain only the highest quality janitorial services available. Poor workmanship, objectionable personnel, or otherwise poor service will not be tolerated.

##### **SUPERVISION:**

A designated supervisor will be responsible for all work performed in Boulder County Buildings and in addition is available at minimum, one time per week for building inspections performed jointly with Boulder County staff.

SERVICE: Attachments: A, B and C

The Boulder County Public Works Division, Custodial Section is accepting proposals from qualified Custodial Service Providers to provide cleaning services at the following county locations. Exact locations and directions to these buildings can be found in Attachment G of this RFP.

<b>Building</b>	<b>Cleanable Sq. footage</b>
Longmont Fairgrounds Clover Building	1,996
Longmont Fairgrounds Affoulter Housing	521
Longs Peak Housing, 1288 Alaska Ave, Longmont	5,500
Lafayette, Motor Vehicle 1376 Miners Dr, Lafayette	6,809
Walden Ponds B-Frame Building, 3897 N. 75 <sup>th</sup> St.	885
Walden Ponds Construction Shop 3897 N. 75 <sup>th</sup> St.	779
The Spoke 518 Coffman St. Longmont	5,843



## Janitorial Services for Boulder County

**GENERAL SPECIFICATIONS AND SCHEDULED WORK HOURS:** Listed below are general specifications to be followed at each site. Additional details can be found in Attachment a – Cleaning Specifications.

1. Hours of Work and Schedule of Cleaning
  - a. All work outlined in Attachments A through E shall be performed as per stipulated frequencies. Work to commence after 6:30 p.m. Monday through Friday.
2. The Vendor will supply all necessary equipment and SDS approved chemicals to perform the duties as specified.
3. Vendor will provide waste cans liners and large trash bags.
4. The Contractor shall be responsible for hiring, training, and directing all their personnel. Boulder County will require a background/security and fingerprint check performed by the Boulder County Sheriff department for all personnel assigned to each building and for each new employee. Copies of all background checks for each employee will be provided to the Boulder County Custodial Supervisor prior to assignment in a county location. A prior criminal record involving theft or felony conviction will disallow an individual from working in a county building.
5. All Contractor employees will be required to visibly display their photo ID badge/access card while in county buildings.
6. Vendor will notify Boulder County in advance of any staff changes, even for vacation and/or sick days.
7. No smoking will be allowed in buildings.
8. The vendor, who is awarded the contract, will be required to provide certificates of insurance as stated in the attached document which names Boulder County as additionally insured.
9. All windows and doors will be checked by the custodians and alarms set, to ensure buildings are secure when they have finished their cleaning. Any breaches in Boulder County's security requirements could result in cancellation of the service contract.
10. Cleaning is to be inspected by contractor/supervisor a minimum of one time per week.
11. Vendor will be notified of problems/deficiencies and given 1 (one) work shift to correct the problem.
12. Boulder County will purchase all restroom and kitchen paper products, compostable liners, and hand soap. If there are any shortages or needs in between this time it is the Contractors responsibility to notify the Custodial Supervisor.

13. A schedule for weekly, monthly, quarterly, and additional cleaning will be submitted to the Custodial Supervisor. The schedule will indicate the day(s) weeks(s) and month(s) the designated work will be completed.
14. The County reserves the option of extending the award of this bid, with the vendor's approval, for two (2) additional one (1) year options. This is provided specifications are not reduced without the written permission of Boulder County and the quality of service consistently meets County requirements.
15. The awarded vendor will provide the required schedule of floor work to Boulder County. All linoleum/marmoleum maintenance will follow manufacturer cleaning specification requirements to avoid voiding the warranties.
16. All carpeted areas will be extracted within the first three months of initial contract.
17. All carpet extraction equipment used in Boulder County buildings will have a minimum of 100 psi and 100 CFM of water lift. Vendor will also use the appropriate fans and drying equipment to ensure that carpets are properly dried for use the following day.
18. Vacuums are required to have a HEPA filter capability and must be maintained in good working order.
19. All electrical equipment must have usable ground plugs.
20. Hourly rates will be provided for additional non-scheduled project work requested.
21. All prospective bids will include five (5) current references for office cleaning.
22. Cleaning quality will be evaluated using the attached Criteria for Cleaning. See Attachment B.
23. Vendors will supply the Custodial Supervisor with the names of all floor finish products for use in Boulder County buildings. The Custodial Supervisor reserves the right to accept or reject floor finish products for use in Boulder County Buildings based on quality of the product.
24. Vendors will be required to follow the chemical purchases guidelines for products designated for use in County buildings: EPA Comprehensive Procurement Guidelines, Green-Seal GS-37, or EPA's D.F.E. (Designed for the Environment) designation, or purchase products that comply with the California Code of Regulations maximum allowable VOC Levels.
25. Vendor will supply the Custodial Supervisor with the S.D.S. information for all chemical products to be used in Boulder County Buildings. The Custodial Supervisor reserves the right to accept or reject all cleaning chemicals for use in Boulder County Buildings based on the quality of the product, environmental sustainability and SDS information.
26. Vendor must submit a bid proposal and staffing plan for each of the eleven Boulder County Buildings listed in Attachment D.
27. Vendor must submit a bid proposal for COSTS FOR ADDITIONAL CLEANING SERVICES, listed in Attachment E.
28. The vendor will be responsible for payment to Boulder County Buildings for any keys, which are lost. In addition, the Facilities Manager reserves the right to require that a

building be entirely or partially re-keyed at the Vendors expense, if in the opinion of the Facilities Manager, the security of the building has been compromised.




29. At the end of each term, the vendor is responsible to return keys clearly marked for identification. The vender will be charged for any necessary additional time needed to identify and organize returned keys. Any cost incurred to identify keys will be deducted from the final payment for services rendered.
30. Vendor will be required to use all safety precautions while cleaning, such as consistent use of caution/wet floor signs in all areas when cleaning hard floors until floors are dry.

**ATTACHMENT A**

**Zero Waste  
OFFICE CLEANING FREQUENCY AS SPECIFIED BELOW:**

**Note:**

- Common areas, hallways, conference rooms, i.e., public areas and restrooms are cleaned, disinfected, and vacuumed nightly. Office cleaning tasks such as dusting, trashing, and vacuuming are done on designated evenings.
- **Monday: All Co-mingled recycle is emptied and removed to a designated outside area. Blue toters are returned to designated area inside the buildings at the beginning of the following work shift.**
- Office disinfecting includes horizontal surfaces i.e., desks, tables, and countertops and light switch plates and doorknobs.
- Public /common areas require daily disinfecting of all frequent points of contact.
- Compost is placed in designated brown toters/bins or the compost dumpster outside.
- **Friday:** Cleaning will be completed in bathrooms, common areas, conference rooms and entrances.
- **Nightly:** Compost is removed from public areas, restrooms, coffee galleys, conference rooms and break areas.
- **Nightly:** Sweeping and wet mopping all hard floor areas.

<b>Longmont: Courts / H&amp;HS, OSTC, Lafayette - Cleaning Schedule</b>				
				<b>2019</b>
<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY (6 hour shift)</b>
Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection
Compost Removal 	Compost Removal	Compost Removal	Compost Removal	 Compost Removal
 Mixed Recyclables Removal	Scheduled cleaning projects		Scheduled cleaning projects	No office cleaning; <u>Only</u> restrooms, lobbies and common area cleaning
No Trash Removal	Trash Removal	No Trash Removal	Trash Removal	Kitchen Trash Removal Only (no office trash removal)
No office Vacuuming	Vacuuming	Vacuuming	Vacuuming	Vacuuming
Scheduled cleaning projects	Disinfecting horizontal Surfaces in offices (if surfaces are cleared)	Scheduled cleaning projects	Disinfecting horizontal Surfaces in offices (if surfaces are cleared)	Scheduled cleaning projects
Disinfecting public areas	Disinfecting public areas	Disinfecting public areas	Disinfecting public areas	Disinfecting public areas
No office dusting	Office Dusting	Office Dusting	Office Dusting	No office dusting




**ATTACHMENT A**

(Continued)

**Zero Waste  
OFFICE CLEANING FREQUENCY AS SPECIFIED BELOW:**

**Note:**

- Common areas, hallways, conference rooms, i.e., public areas and restrooms are cleaned, disinfected, and vacuumed nightly. Office cleaning tasks such as dusting, trashing, and vacuuming are done on designated evenings.
- **Wednesday: All Co-mingled recycle is emptied and removed to a designated outside area. Blue totters are returned to designated area inside the buildings at the beginning of the following work shift.**
- Office disinfecting includes horizontal surfaces i.e., desks, tables, and countertops and light switch plates and doorknobs.
- Public /common areas require daily disinfecting of all frequent points of contact.
- Compost is placed in designated brown totters/bins or the compost dumpster outside.
- **Friday:** Cleaning will be completed in bathrooms, common areas, conference rooms and entrances.
- **Nightly:** Compost is removed from public areas, restrooms, coffee galleys, conference rooms and break areas.
- **Nightly:** Sweeping and wet mopping all hard floor areas.

<b>Boulder: JC, NB, Clerk &amp; Recorder, Downtown &amp; HHS / Transportation - Cleaning Schedule 2019</b>				
<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY (6 hour shift)</b>
Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection	Restroom cleaning and disinfection
Compost Removal 	Compost Removal	Compost Removal	Compost Removal	 Compost Removal
Scheduled cleaning projects	Scheduled cleaning projects	 Mixed Recyclables Removal	Scheduled cleaning Projects	No office cleaning; <u>Only</u> restrooms, lobbies and common area cleaning
No Trash Removal	Trash Removal	No Trash Removal	Trash Removal	Kitchen Trash Removal Only <b>(no office trash removal)</b>
Vacuuming	Vacuuming	No office Vacuuming	Vacuuming	Vacuuming
Disinfecting horizontal Surfaces in offices (if surfaces are cleared)		Scheduled Projects	Disinfecting horizontal Surfaces in offices (if surfaces are cleared)	Scheduled cleaning projects
Disinfecting Public areas	Disinfecting Public areas	Disinfecting Public areas	Disinfecting Public areas	Disinfecting Public areas
Office Dusting	Office Dusting	No office dusting	Office Dusting	No office dusting

## **ATTACHMENT A CLEANING SPECIFICATIONS**

---

### **5X/ WEEK**

---

#### **ENTRANCES**

Empty exterior entryway trash receptacles; replace liners, spot clean waste can.  
Align entry mats with the door.  
Spot clean entryway door glass and side all panels.  
Sweep, mop, or vacuum foyers.  
Wipe metal baseboards.  
Clean all door thresholds push plates, crash bars and frames.

#### **PUBLIC AREA, LOUNGE, etc.**

Change liners as needed, spot clean receptacle as needed.  
Replace all kitchen trash and compost liners as needed.  
Spot clean interior/exterior public area glass, this includes door glass, side panels, interior glass, and reception area glass.  
Clean elevator cab walls, wipe and disinfect push plates.  
Sweep and wet mop all hard floors areas.  
Clean and disinfect water fountains, including all push bars, handles. Polish bright work.  
Clean and sanitize service areas or break areas sinks and counters, fill dispensers.  
Sweep and mop all interior stairs.  
Spot clean emergency spills on carpet.  
Spot clean brass if applicable.  
Report any graffiti found in building to Facilities Maintenance at 303-441-3965.

#### **RESTROOMS**

Empty all waste receptacles (compostable and trash), change liners as needed, clean receptacles.  
Clean and disinfect sinks, urinals, and toilets. Remove all residue and mineral deposits.  
Clean and disinfect all counters and splash walls.  
Clean, disinfect and bright polish chrome and stainless steel.  
Clean, disinfect all touch points, i.e., door handles, push plates.  
Clean mirrors.  
Clean walls and partitions adjacent to dispensers, sinks and urinals.  
Spot clean partitions.  
Empty, disinfect and clean all sanitary product receptacles.  
Refill all dispensers.  
Sweep & mop floor.  
Clean, disinfect and polish doors, door handles, push plates and kick plates.  
Spot clean dispensers and walls around dispensers.

## **ATTACHMENT A**

(Continued)

---

### **5X/ WEEK**

---

#### **OFFICES, PUBLIC AREAS, LOUNGE, etc.**

Dust and damp wipe exposed desks/tables/counters in areas.

Dust all horizontal surfaces 6 ft. down.

Vacuum or mop all public areas, hallways, conference rooms and entrances.

---

### **1X/ WEEK**

---

#### **ENTRANCES**

Flip exterior mats and sweep entryway.

Clean cobwebs and dust from exit area doorframes and above.

#### **OFFICES, PUBLIC AREAS, LOUNGE, etc.**

Clean, entire door glass, offices and waiting areas and side panel glass, 6ft. down, both sides.

Wipe ledges and sills.

Dust all horizontal surfaces 6 ft. down.

Clean receptionist glass –both sides.

Dust and wipe public area signage.

Clean all door thresholds, elevator tracks.

Clean door push plates, crash bars and frames.

Spray buff hard floors.

Spot clean carpet spots and stains.

Spot clean/sanitize light switch plates, doorknob plates, doors, and walls.

Dust window office sills, ledges, picture frames, etc. up to 6ft.

Clean white boards and marker trays on request.

#### **RESTROOMS**

Clean entire restroom partition walls, all surfaces, and doors.

High dust (above 6ft., includes air conditioning diffusers return air grills, cobwebs, partition tops).

Clean showers.

(Continued)

**ATTACHMENT A**

(Continued)

---

**1X/ MONTH**

---

**ENTRANCES**

- Clean/sweep/flip exterior entry mats.
- Sweep, brush exterior stairs if applicable.
- Clean exterior/interior (storefront) window glass.

**OFFICES, PUBLIC AREAS, LOUNGE, etc.**

- Spot clean files cabinets, bookcases, shelves, and desk fronts.
- Clean reception glasses both sides, Interior office windows above 6ft.
- High dust (above 6ft., includes air conditioning diffusers return air grills, cobwebs).
- Dust Venetian blinds
- Spot clean for finger marks: walls, fronts of counters doorframes, and pillars.
- Edge vacuum carpeted area.
- Damp wipe baseboards.
- Clean stair railings, stair risers.

**RESTROOM**

- Machine scrub restroom floors.
- Clean entire restroom walls including tile grout.

---

**EVERY THREE MONTHS**

---

- Brush/vacuum fabric furniture
- Clean and extract carpeted areas – includes office areas as well as common areas, hallways, and conference rooms.
- Scrub and recoat hard floor surfaces.

---

**1X/ YEAR**

---

- Clean and extract all carpeted areas. Wall to wall carpet cleaning/extraction may require moving chair protectors and notification to have items under desk area put up.
- Strip, seal and refinish all hard floors; VCT & Marmoleum.



**ATTACHMENT A**

(Continued)

**CLEANING SPECIFICATIONS FOR WALDEN PONDS B, Construction Shop &  
AFFOLTER HOUSE**

---

**1X/ WEEK:**

---

Remove all trash and replace liners.

Clean door glass.

Sweep and wet mop floor.

Clean and Disinfect Restrooms which includes:

Empty all waste receptacles, change liners, clean receptacles

Clean and disinfect sinks, urinals, and toilets, remove all residue and mineral deposits.

Clean and bright polish chrome and stainless steel.

Clean mirrors.

Clean walls and partitions adjacent to sinks and urinals.

Spot clean partitions.

Sweep and mop floor with germicidal cleaner.

Clean and polish doors and kick plates.

Spot clean dispensers, walls around dispensers and light switch plates.

Stock all paper and soap supplies.

Vacuum all carpeting/mats.

Dust and wipe all horizontal surfaces.

Spot clean files, bookcases, shelves, desk fronts.

**ATTACHMENT B**  
**CRITERIA FOR INSPECTION SCORING**

**Exceptional:** Consistent, detailed cleaning throughout area, **showroom perfect**. All surfaces are free of dirt, grime, dust, streaks, debris, etc., from edge to edge.

**Very Good:** All surfaces are thoroughly cleaned, with very little or no trace of dust, dirt, or debris. There are no corners or edges of buildup on floors or any surfaces.

**Meets:** All cleaning has been completed with only minor dust, dirt, or debris and /or minor incidental items overlooked (You cannot write your name in it)

**Needs Improvement:** Accumulation of buildup, grim, debris, etc. is visible and obvious. Cleaning that is inconsistent or sporadic. Surfaces that appear sticky, greasy, gritty, smeary and or foggy.

**DUSTING**

**Exceptional:** All items are spotless. They are *completely* free of dust, grime, lint, or any debris throughout area. Flawless, edge to edge cleaning.

**Very Good:** Items are cleaned with very few or minor inconsistencies. Any minor dust and soil are barely noticeable and is not cumulative.

**Good:** Inconsistencies are minor, i.e., cleaned but with some possible smearing yet free of grime and rings. Few and minor inconsistencies are in low visibility areas. (You cannot write your name or wipe a clean spot in it. It is not fuzzy, hairy, white with dust). Surfaces are free of dull film, streaks, rings, or hand smudges in open areas. Minor dust and soil are not cumulative. Some corners are rounded or dust lines along edges.

**Meets Expectations:** Noticeably clean with some possible dust or flaws, yet free of grime and rings. Surfaces are free of dull film, streaks, rings, or hand smudges in open areas. Inconsistencies are in low visibility areas.

**Needs Improvement:** Visible flaws. Cumulative dust. There is noticeable debris, which was not cleaned up within an area or a part of an area. Sporadic cleaning where areas are missed. Noticeable dust, smudges, rings or dirt on desks files, counters, glass, or flooring in the area. Surfaces appear dull and dingy. Build up around computers and accessories.

**GLASS**

**Exceptional:** Consistent. Flawless. Sparkling, corner to corner. Sills, edges, and glass are squeaky clean.

**Very Good:** Clean without any streaks, hazing or a foggy appearance.

**Meets Expectations:** Clean with some minor inconsistencies on glass or frames

**Needs Improvement:** Spots, streaks, drips, foggy or other inconsistencies.

## **BATHROOMS / FOUNTAINS/ BREAK SINKS**

**Exceptional:** All areas in all the restroom(s) are detailed, spotless, sanitized, and fresh. They are 5-star hotel perfect:

1. Porcelain: is sanitized, spotless and fresh. All porcelain surfaces- inside and out; throughout restroom; have a smooth uniform appearance. There are no mineral deposits in bowls, around rims or chrome. Porcelain is free of stains, streaks, urine, soap film or grime. There is no accumulation of grime or build up around toilet, sink, urinal fixtures or flushing mechanisms. Porcelain and metal are detailed. Tank tops, interior and exterior of all bowls and throats of porcelain surfaces have been scrubbed, disinfected, and wiped clean and dry. They are free of any spotting, dust, streaking or chemical residue. Seats and horizontal surfaces are thoroughly disinfected and wiped- all surfaces including top, underside and around hinges/knobs. There is zero build up around hinges, crevices, knobs, grout, or caulking. Bases and outside of bowls of porcelain are disinfected and wiped clean and dry.
2. Chrome: All chrome fixtures, faucets, plates, flush handles are sparkling clean, shiny, and bright polished (rinsed and dried) there is absolutely no mineral build up or grime around the base of chrome.
3. Hardware/Stainless steel: Fountain basins, dispensers, and knobs light fixtures/switches/hinges, push bars/plates: Clean, disinfected, rinsed, dried and bright polished. There is no buildup of mineral deposits or grime
4. Tile, hard surfaces: Complete surface of tile walls are clean including the grout and top edge to floor base coves. Tile is without film, streaks, or dirt smudges. Walls are disinfected and cleaned around dispensers. Tile is free of mineral deposits or chemical residue. Stall partitions are thoroughly cleaned and wiped dry.
5. Showers: Squeaky-clean. All surfaces and bright work sanitized, rinsed, and polished, including soap dishes /showerheads and drains. Absolutely no buildup of any type.
6. Mirrors: Exceptionally clean, wiped around edges. Clear, bright without spots, streaking, or dust.
7. Partitions, doorframes, waste cans: Cleaned, sanitized and streak free on all sides.
8. Floors: Ceramic floors are cleaned, sanitized and streak free. Grout and base coves are free of grime and dirt. There is absolutely no dust, debris or discoloration along floor edges, corners or along base coves and grout.

**Very Good:** Exceptionally clean and disinfected on all surfaces with infrequent and very minor inconsistencies, (example: some occasional light dust on partitions or possibly a missed ceiling vent). Floors thoroughly cleaned corner to corner. An infrequent or very minor inconsistency in appearance, which does not affect the level of sanitation.

**Good:** Bathroom has been disinfected and cleaned thoroughly however there some minor details, which are inconsistent (such as haze on surfaces or possible dust on tile lip or partition), which does not affect the level of sanitation. There is no buildup, accumulated dust or grime on surfaces or edges.

1. Porcelain: is sanitized, free of water spots, discoloration, and soil and is without odor. There is negligible amount of buildup, dust or hair around any knobs, rims, bases, or seat hinges. Some minor inconsistencies. Bases, tank tops are clean and do not have buildup but may be dusty. (You cannot make a noticeable line in the dust)
2. Chrome: is clean bright polished, there is possibly some fogging or streaking or dust. There is no build up around edges and bases, such as grime or removable mineral deposits.
3. Tile and hard surfaces are free of water spots, water lines along bottom of tile, or build up in grout dust or specks.
4. Floors: Ceramic floors are cleaned, possible watermarks, streaking is minor. Floors are cleaned edge to edge.
5. Partitions and walls: Are shiny and smooth, dust may be clinging to sides. Partition tops may have light dust.
6. Mirrors: Bright spot free, minor fogging or dust along the top.
7. Showers: Feels clean and smooth some possible streaking or water marks visible. Dispensers or soap dishes have minor build up.
8. Fountains: Fountains are disinfected on porcelain and steel surfaces. Bright chrome is polished. Some water spotting

**Needs Improvement:** Any build-up, grime, or lack of cleaning on any surface, fixture, wall, or floor, which diminishes the appearance or level of sanitation. Visibly poor cleaning technique resulting in streaks, smears or partially completed sanitation. Any dispenser(s), which isn't stocked. Any restroom, which does not appear clean, sanitary, or stocked, may result in a needs improvement.

1. Tile, hard Surfaces/walls: Mop lines on base coves, discoloration or streaking on tile floor. Walls with dusty, dull unsanitary appearance or dirty grout. Inconsistencies in cleaning on various surfaces or items in a restroom, which contribute to overall poor appearance.
2. Chrome, metal on basins or fixtures/dispensers: Dull, unpolished, water spotted or stained, any mineral deposits or build up around bases.
3. Mirrors: spotted, soiled, hazy or filmy. Cleaning procedure used contributed to the poor appearance. Half done.
4. Hardware: doorknobs/push plates light fixtures/switches/hinges, lids. Unsanitary appearance, build up, smudges, or grime.
5. Partitions: Spotted, wall grime, wall splash or streaks from poor cleaning. Dust or accumulation.
6. Toilet/Urinal bowls: Appear un-scrubbed. Mineral deposits or lines. Any debris on surfaces.

## **FLOORS: Carpet/Hard surfaced floors**

**Exceptional:** Consistent uniformity and highly detailed cleaning on all floor surfaces throughout area. Flawless. Cleaning specifications i.e., methods and specified chemicals for that specific type of flooring are followed precisely. Specifications and frequencies are followed to keep the appearance of the flooring regardless of type- show room new.

### **Very Good:**

1. Vacuuming: Is very consistent throughout all floor areas (traffic lanes, open areas and under desks or around office furniture) appears to have been vacuumed. There is no visible debris such as paper clips or paper pieces in visible areas. There is no shoe dirt, sand, or visible grit.
2. Hard surface floor and stairs are swept thoroughly. There is no debris (sand, stones, dust, or fuzz) on floor surfaces. Mopping appears uniform, clean, free of streaks, smears and dirt residue, water, or other markings.
3. Baseboards: are free of dust and grime or fuzz on all small lips, edges or in corners. Scuffmarks have been removed. Baseboards are free of mop lines, dust, fuzz, or grit from floor machines. Edges and corners are as clean as the floor.
4. Spray buffing: Glossy, wet look, smooth, consistent. Floors are free of any embedded dirt or hair. There are no black heel marks, machine burn marks. Buffer pad dust is swept out of corners and edges and off baseboards.
5. Sealing and Finishing: Smooth, consistent with appropriate level of gloss for the type of flooring. Finish is free from any embedded dirt. Specified number of coats of finished are applied evenly overall. All baseboards, doors, walls, furniture is free from splash or drips machine work.
6. Stripping: All old finish is completely removed, including corners and edges. All splashes (stripper splash/machine spray) have been cleaned off vertical surfaces such as baseboards, doors, furniture bottoms or threshold metal). Surface has been thoroughly prepped and cleaned for applying finish, (rinsed, free of dust hair and dirt which could embed in wax).
7. Carpet Cleaning: Carpet has a uniform bright appearance there are no swirls, machine lines stains or traffic lanes apparent. No wicking, detergent residue, traffic lane shadow. Baseboards are wiped free of carpet fiber fuzz.

**Good:**

1. Vacuuming: Consistent vacuuming through almost all of area. There are no visible pieces of debris on carpet. Minor inconsistencies around chair or desk legs or unobtrusive corners.
2. Hard surface floor and stairs: Floors are swept and mopped. They are streak free. They are stain and fuzz free.
3. Baseboards: are generally free of dust and dirt. Floor edges and corners are without noticeable build up.
4. Spray buffing: Have a shiny and uniform appearance. All buffing pad debris has been swept up after buffing. Scuff marks removed.
5. Waxing: is high gloss, free of embedded dirt, minor imperfections in low visibility areas. Baseboards, doors, and walls are free of wax splash or drips. There may be minor imperfections in low visibility areas. Application of wax is smooth without apparent holidays. Imperfections such as holidays can be corrected or buffed out.
6. Stripping: Old wax is completely removed including corners and edges. All splashes have been cleaned off vertical surfaces. Some minor inconsistencies that are not in high visibility areas.
7. Carpet Cleaning: Uniform appearance, stains and traffic lanes are removed.

**Needs Improvement:**

1. Vacuuming: Visible soils and debris on carpet. Staples, paper dots clip not picked up. Does not appear consistent. Debris under desks, chairs, tables, or other office furniture (seeds, crumbs, leaves, sticky notes, paper, etc)
2. Hard surface floor and stairs: Mopping streaks. Appearance is dull and dingy or gritty. Corners and edges or grout are noticeably soiled.
3. Baseboards: Dusty, fuzzy or soiled on top/bottom edge, Adhered dirt, Grey from shampoos, strippers, or wax.
4. Spray Buffing: Uneven surfaces, Dull appearance. Black heel marks not removed. Machine burns, or buffer marks. Buffing pad crumbs left on floor surfaces
5. Waxing: Too thick or too thinly applied. Some streaks or holidays are apparent. Waxing over floors, which have been poorly stripped (all wax has not been removed and build up is left along corners and edges) or rinsed insufficiently (resulting in embedded dirt, hair, or orange peeling).
6. Stripping: Incomplete removal of wax or not rinsed well before reapplication. Soil builds up left in corners.
7. Carpet Cleaning: Surface is mottled or swirled and uneven after cleaning. Brown or graying traffic lanes are apparent. Traffic lanes, stains are visible.

## **ATTACHMENT C**

### **LINOLEUM/MARMOLEUM MAINTENANCE**

Use only neutral floor cleaners (pH 7 - 8.5) on Linoleum.

**ABSOLUTELY NO STRIPPERS CAN BE USED ON LINOLEUM.**

Never use a black floor pad on Linoleum.

Use only approved Linoleum floor care products: Johnson's Linobase sealer, Johnson LinoSAFE stripper, Johnson's neutral cleaner –STRIDE. When waxing use only two (2) coats Johnson's Wax – CAREFREE. Weekly buffing with Johnson's REVIVE and natural hair pad.

#### **Daily Maintenance:**

Remove all surface soil, debris, sand, and grit by sweeping/dust mopping or vacuuming with pro team vacuum.

Wet mop floor with neutral cleaner. Rinse with clear water and let dry.

#### **One Time Per Week**

1. Complete the daily maintenance routine listed above.

Mop with cleaner/restorer.

Let dry 30 minutes or till powdery haze.

Burnish with hogs' hair or white pad.

Dust mop.

#### **Scrub and Recoat**

2. Complete the daily maintenance routine as listed above.

Heavy scrub with rotary machine using Neutral floor cleaner and water. Use ONLY red or blue pad. Use with low-speed buffer. Do NOT saturate floor.

Pick up solution with wet vac. Rinse with clean water and allow floor to dry thoroughly.

Apply 1 thin coat of Lino base sealer. Apply in opposite directions.

Burnish finish with natural hair pad on the following work shift.

#### **Stripping And Restoring Floor**

3. Clean the floor surface thoroughly.

Use a blue pad, strip floor with Johnson Wax Lino SAFE stripper. Rinse.

Reapply 2 thin coats of Johnson sealer in opposite directions.

Burnish finish with natural hair pad on the following work shift.

#### **IMPORTANT:**

**DO NOT SCRUB WITH HIGHLY ALKALINE DETERGENTS OR ALKALINE STRIPPERS.**

**DO NOT USE HOT WATER FOR SCRUBBING.**

**USE A 1:1 DILUTION OF Lino SAFE stripper to remove finish.**

**Do not saturate floor with water.**

**ATTACHMENT D**  
**PROPOSED STAFFING PLAN 5X/WEEK**

Longmont Fairgrounds Clover Bldg.  
 9595 Nelson, Rd., Longmont CO

1,996 sq. ft.

<b>Number of Employees</b>	<b>Position Classification</b>	<b>Hours Worked Per Day</b>	<b>Days Per Week</b>	<b>Monthly Hours</b>	<b>Hourly Rate</b>	<b>Paid Drive Time (if Applicable)</b>
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- Contractor will be responsible to pick up and deliver paper products, compostable liners & hand soap supplies to this location as needed.

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs. per mo.



**ATTACHMENT D**  
**PROPOSED STAFFING PLAN 1X/Week**

Longmont Fairgrounds Afoulter house  
 9595 Nelson, Rd., Longmont CO

521 sq. ft.

<b>Number of Employees</b>	<b>Position Classification</b>	<b>Hours Worked Per Day</b>	<b>Days Per Week</b>	<b>Monthly Hours</b>	<b>Hourly Rate</b>	<b>Paid Drive Time (if Applicable)</b>
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

\*Cost for additional Affolter carpet cleaning \$ \_\_\_\_\_  
 \*Cost for additional Affolter strip & refinish of marmoleum flooring. \$ \_\_\_\_\_

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- Contractor will be responsible to pick up and deliver paper products, compostable liners & hand soap supplies for this location as needed.

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs per mo.

**ATTACHMENT D**  
**PROPOSED STAFFING PLAN 5X/WEEK**

Lafayette Motor Vehicle 1376 Miners Dr.

6,809 sq ft.

Number of Employees	Position Classification	Hours Worked Per Day	Days Per Week	Monthly Hours	Hourly Rate	Paid Drive Time (if Applicable)
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

**\*Cleaning requirements which are specific to this site and should be included in your bid at the frequency below:**

**Nightly:** Carpet spotting and emergency spill cleanup is nightly; in offices or public areas.

**Monthly:** Storefront windows; interior and exterior are cleaned.

- Contractor will be responsible to pick up and deliver paper products, compostable liners & hand soap supplies for this location as needed

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_/hrs. per mo.

**ATTACHMENT D**

**PROPOSED STAFFING PLAN  
1X WEEK - Full cleaning**

Walden Ponds B-frame 3897 N. 75<sup>th</sup> St.

Total Square footage: 885

Number of Employees	Position Classification	Hours Worked Per Day	Days Per Week	Monthly Hours	Hourly Rate	Paid Drive Time (if Applicable)
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

Cost for Walden Pond carpet cleaning	\$ _____
Cost for Walden Pond strip, seal and refinish VCT floor in restroom & entry.	\$ _____

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- **Contractor will be responsible to pick up and deliver paper products, compostable liners & hand soap supplies for this location as needed.**

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs. per mo.

**ATTACHMENT D**

**PROPOSED STAFFING PLAN  
1X WEEK - Full cleaning**

Walden Ponds Construction Shop 3897 N. 75<sup>th</sup> St.

Total Square footage: 779

Number of Employees	Position Classification	Hours Worked Per Day	Days Per Week	Monthly Hours	Hourly Rate	Paid Drive Time (if Applicable)
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

Cost for Walden Pond carpet cleaning \$ \_\_\_\_\_  
 Cost for Walden Pond strip, seal and refinish VCT floor in restroom & entry. \$ \_\_\_\_\_

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- **Contractor will be responsible to pickup and deliver paper products, compostable liners & hand soap supplies for this location as needed.**

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs per mo.

**ATTACHMENT D**

**PROPOSED STAFFING PLAN**

**3X/ WEEK -Tuesday, Wednesday, Thursday. (Full cleaning each time)**

Longs Peak Housing  
1288 Alaska Ave., Longmont

Total Square footage: 5,500

Number of Employees	Position Classification	Hours Worked Per Day	Days Per Week	Monthly Hours	Hourly Rate	Paid Drive Time (if Applicable)
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- Contractor will be responsible to pick up and deliver paper products, compostable liners & hand soap supplies for this location as needed.

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs. per mo.

**ATTACHMENT D**

**PROPOSED STAFFING PLAN**

**3X/ WEEK -Tuesday, Wednesday, Thursday . (Full cleaning each time)**

The Spoke  
518 Coffman St., Longmont

Total Square footage: 5,843

Number of Employees	Position Classification	Hours Worked Per Day	Days Per Week	Monthly Hours	Hourly Rate	Paid Drive Time (if Applicable)
	Custodian					
	Crew Leader					
	Supervisor					
	Hard Floor Tech					
	Carpet Cleaning Tech					
<b>Total Man-hours:</b>						

---

Labor	\$ _____
Payroll Taxes and Insurance _____%	Gross Payroll \$ _____
Overhead and Profit	\$ _____
Monthly Cost	\$ _____
<b>Cost per Square Foot</b>	<b>\$ _____</b>

---

**\*Cleaning Specifications which are specific to this site and should be included in your bid at the frequency below:**

- Contractor will be responsible to pickup and deliver paper products, compostable liners & handsoap supplies for this location as needed.

---

Estimated time you expect your supervisory staff to spend personally inspecting this building each month. \_\_\_\_\_ /hrs per mo

**Attachment E**  
**Cost Summary**

<b><u>Building</u></b>	<b><u>Sq. Footage</u></b>	<b><u>Monthly Cost</u></b>	<b><u>Cost per sq. foot</u></b>
<b><u>5X week</u></b>			
Clover building	1,996	_____	_____
Lafayette Motor Vehicle	6,809	_____	_____
<b><u>3X Week</u></b>			
The Spoke	5,843	_____	_____
Longs Peak Housing	5,500	_____	_____
<b><u>1X Week</u></b>			
Afoulter House	521	_____	_____
Walden B-frame	1,035	_____	_____
Walden Construction Shop	779	_____	_____

**ATTACHMENT F**

What is your company's employee turnover rate? (Average last 3 years) \_\_\_\_\_

How many square feet do you expect your custodians to clean per hour? \_\_\_\_\_

Do you provide the following for your custodians:

Paid holidays \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ days  
/ year

Paid vacation \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ days  
/ year

Paid sick leave \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ days  
/ year

Medical Benefits \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ days  
/ year

Do you pay your employees mileage between buildings? Rate: \$\_\_\_\_\_/per mile

**COST FOR ADDITIONAL WORK NOT INCLUDED IN CLEANING SPECIFICATIONS**

**Tile Floors** - Strip and refinish floors

Charge: \$\_\_\_\_\_ sq. ft. or minimum service charge required \$\_\_\_\_\_

**Flood Clean Up** - Vacuuming water, carpet drying & carpet cleaning etc.

Charge: \$\_\_\_\_\_ sq. ft. or minimum service charge required \$\_\_\_\_\_

**Additional Carpet Cleaning**

Charge: \$\_\_\_\_\_ sq. ft. or minimum service charge required \$\_\_\_\_\_

**Upholstery cleaning**

Charge \$\_\_\_\_\_ per hour or charge per chair \$\_\_\_\_\_

**Construction Clean Up**

Charge \$\_\_\_\_\_ per hour or minimum service charge required \$\_\_\_\_\_

**Day Porter Service**

Charge \$\_\_\_\_\_ per hour Minimum charge \$\_\_\_\_\_

**Do you have staff trained for detail clean up and disposal procedures following Pesticide management for Bedbugs?**

Yes\_\_\_\_\_ No\_\_\_\_\_ Cost per hour \$\_\_\_\_\_

**ATTACHMENT G WRITTEN DIRECTIONS FOR 2022 RFP/ BOULDER COUNTY CUSTODIAL SERVICES**

**Start: Boulder County Annex/ Clerk & Recorder/ Motor Vehicle, 1376 Miners Dr. Lafayette**



**To: Walden Ponds, 3897 N. 75th**

**From 1376 Miners Drive, go back to South Boulder Rd. head west**

**To 95<sup>th</sup> turn right and head north to Arapahoe Rd. head west on Arapahoe to 75<sup>th</sup> St. turn Right and head north on 75<sup>th</sup>.**

**Watch for “Walden Ponds Wildlife Habitat Area”, go West on Walden Ponds Rd.**

**Follow road to 2<sup>nd</sup> picnic area, go West on gravel road**

**Note: gate has combination lock for pad lock.**

**To: Boulder County Fairgrounds, 9595 Nelson Rd, Longmont**

**Go north on Hwy 36 to Nelson Road turn right and head east the Fairgrounds is the first left after passing Hover Road in Longmont.**

**To: Alaska (Boulder County Housing Dept.), 1288 Alaska Ave, Longmont**

**Head east on Nelson Rd. turn left onto Sunset Street, turn right onto Boston Ave. turn left onto So. Grant St. turn left on Alaska Ave building is second to last on the right-hand side.**

**To: The Spoke from Alaska go back to Boston Ave. turn left on Boston turn left on Price Rd. go one block turn left onto Gay St. head North on Gay St. to 6<sup>th</sup> Ave. turn right head East to Coffman, the Spoke is on the right across from the Boulder County St. Vrain HUB you can either park in the HUB lot or find on street parking on Coffman.**



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **INSURANCE AND W-9 REQUIREMENTS**

---

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

#### **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

#### **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

#### **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$5,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

**Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.**

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insureds. In regards to General Liability, Umbrella**

**In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**

**If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

**Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed.**

**If you require a waiver of insurance requirements, you may request one in your response with an explanation.**

#### **W-9 REQUIREMENT**

Provide a copy of your business's W-9 with your proposal.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Please address your company’s ability to provide the services listed on Attachment A.
	1Please submit Attachments D, E, F, and the Signature Page with your proposal.
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit five references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

**THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE:** Proposer will answer Yes or No indicating compliance:

<b>YES OR NO</b>	<b>ITEM</b>
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **EVALUATION CRITERIA**

---

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

**Each proposal will be evaluated by its responsiveness to the requested information and evaluated by the following factors:**

**Demonstrated past performance:**

Proposal clearly demonstrates successful past performance and includes five current references, proposed quality control and supervision of contracted sites, to ensure ability to deliver quality cleaning services to Boulder County buildings.

**Zero Waste and Green Purchasing:**

The summary of the management approach requested in item #7 above shows an understanding of Green Products purchasing and use, required knowledge of zero waste practices and experience of using energy efficient equipment and HEPA filtered vacuums.

**Staffing and Wages:**

Boulder County has adopted a living wage minimum of \$18.02 per hour for in-house custodial staff. Proposals will be evaluated given preference to companies who also include a wage scale at a minimum of \$18.02 per hour. Attachments D, E, F will be evaluated for completeness of staffing structure, efficiency and overall staffing structure for cleaning county buildings.

**Reasonableness of Cost:**

Overall price proposal for each location will be evaluated.

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

<b>Description</b>	<b>Points</b>
Demonstrated past performance	20
Zero Waste and Green Purchasing	30
Staffing and Wages	30
Reasonableness of Cost	20
<b>Total Possible</b>	<b>100</b>



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SUSTAINABILITY QUESTIONNAIRE

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

\_\_\_\_\_  
\_\_\_\_\_

2. Does your company have a sustainability vision/commitment/values statement or policy?  
Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.



- None
  - Other - Provide (or supply a link) your company's sustainability statement/policy.
- 
- 
- 

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
  - We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
  - We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
  - We specify locally manufactured products in procuring goods.
  - We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
  - None.
  - Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.
- 
- 
- 

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
  - We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
  - We encourage carpooling, public transportation, and using other alternative modes of transportation.
  - We subsidize public transportation for employees.
  - We have an established Green Transportation Plan (must describe below).
  - We are developing a Green Transportation Plan (must describe below).
  - We offer flexible hours, telecommuting, or a compressed work week.
  - We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
  - None
  - Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).
- 
- 
-

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below).
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

---

---

---

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

---

---

---

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.

- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

---



---



---

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

---



---



---

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

---



---



---

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:

---

---

---



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**SIGNATURE PAGE**

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

**By signing below, I certify that:**

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
 Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

# **BOULDER COUNTY SAMPLE CONTRACT**

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: **Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.**

13. Termination

a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year

is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.



20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.
21. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
  - b. The individual executing this Contract is authorized to do so by Contractor;
  - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor;
- and

d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the

following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS**: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

Commercial General Liability

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

Workers' Compensation and Employer's Liability

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Third Party Commercial Crime Insurance / Third Party Fidelity Bond

The Crime limit shall be \$5,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			