



## **POUDRE SCHOOL DISTRICT R-1**

### **INVITATION FOR BIDS**

### **CUSTODIAL SERVICES**

**IFB 22-703-001**

#### **BID SCHEDULE**

IFB Issued

July 23, 2021

Questions due

July 29, 2021 – 2:00 p.m. MST

IFB Closing Date

August 6, 2021 – 2:00 p.m. MST

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## CUSTODIAL SERVICES IFB 22-703-001

Poudre School District (“the District”) is soliciting responses from professional and qualified service providers to provide custodial cleaning services at select support buildings throughout the District in accordance with the scope of services specified in this Invitation for Bids (“IFB”).

The District shall provide copies of this IFB to service providers through the Rocky Mountain E-Purchasing System electronic solicitation platform, <http://www.RockyMountainBidSystem.com> (“BidNet”), where registered service providers are required to submit their electronic bid responses.

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on July 29, 2021. Questions received after the deadline date and time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District’s response thereto, shall be provided in an addendum through BidNet.

*Note: Every question must be submitted individually. Multiple questions per entry will not be answered.*

The District will consider and accept only electronically submitted bids. Bids must be submitted and received in BidNet’s electronic solicitation portal by 2:00 p.m. MST on August 6, 2021. At that time, the submission portal will close, and no further submissions will be allowed.

During the solicitation process and until an award has been announced, communication regarding this IFB will only be permitted with the Procurement Agent named below. Communication regarding this IFB with a District employee other than the Procurement Agent named below may disqualify a bid from consideration.

District staff will review the bids received in response to this IFB during the bid consideration period commencing on August 6, 2021. During the bid consideration period, the District may ask questions of and/or request additional information from service providers who have submitted bids.

**Sales Prohibited/Conflict of Interest:** No officer, employee, or member of the District Board of Education shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

**Collusive or sham bids:** Any bid deemed to be collusive, or a sham bid will be rejected and reported to authorities as such. An authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

The District reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities.

Sincerely,  
Karen Wailly, Senior Procurement Agent

## **1.0 BACKGROUND**

The District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of District families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curricular and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 32 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 2 combination middle/high schools opening Fall 2022
- 6 option (100% choice) schools
- 3 alternative high schools
- 5 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

The District is committed to being a responsible steward of our natural resources and believes that public education should provide leadership in developing an ethic of sustainability in all its practices. In the District, we have both Energy Conservation and Waste Management policies and espouse these values, making environmental stewardship and integral part of the physical plant operation.

## **2.0 GENERAL TERMS AND CONDITIONS**

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by a prospective service provider (“Servicer Provider”) on behalf of District Solicitations including, but not limited to, Invitations for Bids, Requests for Documented Quotes (“DQ”), Requests for Qualifications (“RFQ”) and Requests for Proposals (“RFP”).
- 2.3 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB.
- 2.4 Service Provider must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 Responses must meet or exceed specifications contained in this document.
- 2.6 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District’s Tax-Exempt Number is: 98-03335.
- 2.7 There is no expressed or implied obligation for the District to reimburse Service Providers for any expenses incurred in preparing bids in response to this solicitation.
- 2.8 All chemicals, equipment and materials proposed and/or used by Service Providers in satisfaction of the terms of this solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Safety data sheets (SDS) shall accompany each shipment when applicable and be provided to the District upon request.
- 2.9 The Service Provider and its employees, representatives and subcontractors agree to abide by all applicable Federal, State and Local codes, laws, rules, and regulations. The awarded Service Provider shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.10 The Service Provider, by affixing his signature to this bid, certifies that his bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Service Provider also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.11 Notwithstanding any other term or provision of this IFB, the District’s obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30) an Agreement is in effect. In no event shall the

District's obligations in an Agreement constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.

- 2.12 The successful Service Provider(s) will be required to complete, at its their expense, a Criminal record check on all employees working on or reasonably likely to work on school district property for this contract. Employees who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on District property for this contract.
  - 2.12.1 The successful Service Provider(s) must complete a Verification of Background Check form indicating that they have done a background check on all of their employees working on school district property. The successful Service Provider(s) will be responsible to adhere to any Federal, State, and Local privacy and confidentiality requirements and other laws, regulations or policies governing employee background checks.
- 2.13 In the event the District has reasonable grounds to believe that any individual assigned to perform work under this agreement has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if the agreement cannot be performed as a result of such action, the agreement may be terminated.
- 2.14 Service Provider shall provide any and all services covered by a District issued purchase order or agreement, as an independent Service Provider of the District, and the persons performing such services shall not be considered employees of the District. Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, works' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its Service Providers and subcontractors for goods and/or services directly or indirectly related to the solicitation.
- 2.15 Service Provider certifies, represents, warrants, and agrees that it will not knowingly employ or contract with an illegal alien to provide services under this agreement, and will not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with an illegal alien to provide services under this agreement. Service Provider also certifies,

represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide services under this agreement through Service Provider's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).

- 2.15.1 Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this agreement is being performed. If Service Provider obtains actual knowledge that a subcontractor providing services under this agreement knowingly employs or contracts with an illegal alien, Service Provider shall notify the subcontractor and the District within three (3) days that Service Provider has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Service Provider shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5- 102(5). If Service Provider participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide services under this agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.
- 2.16 Service Provider agrees to provide the services covered in this solicitation in strict accordance with the District's specifications and at the price noted.
- 2.17 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the successful Service Provider(s). The District's acceptance of any offer is made in reliance on Service Provider's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Service Provider fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Service Provider as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Service Provider with any loss incurred.
- 2.18 Service Provider shall indemnify and hold harmless the District, its elected officials, employees, and agents against any and all claims, damages, loss, liability, and court awards, including costs, expenses, and attorney fees, incurred as a result of any act or

omission by Service Provider, its employees, agents, subcontractors, or assignees arising out of or in connection with the IFB. In the event any goods sold or delivered as a result of this IFB are covered by any patent, copyright or trademark, or application therefor, Service Provider shall indemnify and hold harmless the District, its elected officials, employees and agents from any and all claims, damages, loss, liability and court awards (including costs, expenses and attorney fees) incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor.

- 2.19 Service Provider shall not assign an agreement, as a result of this solicitation, or any of its rights, interests, or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 2.20 Service Provider shall not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.
- 2.21 Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the District Court in and for Larimer County, State of Colorado. The transactions covered herein shall be governed by the laws of the State of Colorado.
- 2.22 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.23 In the case of conflicts between the IFB and any referenced bid documents, the more stringent requirements shall govern. In all cases, the Service Provider is responsible for notifying the District of the conflict.
- 2.24 In the case of conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.25 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. Copies of such addenda will be distributed via the BidNet system. In the event of conflict with the original agreement documents, addenda shall govern all other agreement documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.26 All information and supplemental documentation required in conjunction with this bid shall be furnished by the Service Provider with its bid. If the Service Provider



fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.

- 2.27 The accuracy of the bid is the sole responsibility of the Service Provider. No changes in the bid shall be allowed after the submission deadline, except when the Service Provider can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.28 The apparent silence or omissions within this solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
- 2.29 Service Provider may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.
- 2.30 Payment for the goods and/or services furnished by the Service Provider shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming.
- 2.31 The District may, at its sole and absolute discretion:
  - 2.31.1 Reject any and all or parts of any or all bids submitted by prospective Service Providers;
  - 2.31.2 Re-advertise this solicitation;
  - 2.31.3 Postpone or cancel the bid process for this solicitation;
  - 2.31.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this IFB or in bids received in conjunction with this bid; and/or
  - 2.31.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.32 Information and materials submitted in response to this IFB may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Service Provider believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Service Provider believes they are confidential. The District, not Service Provider, shall determine whether information and materials so identified will be withheld as confidential, but will inform Service Provider in

advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.

- 2.33 Service Provider must indicate in its bid submittal any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Service Provider's response, it shall be construed that the response fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.
- 2.34 Appeal of Award. Service Provider may appeal the award by submitting, in writing, a request for re-consideration to the District's Strategic Sourcing department within seventy-two (72) hours after the receipt of the notice of award.
- 2.35 Contact with District personnel regarding this IFB, other than inquiries to the specific Procurement Agent identified in this document, may be grounds for elimination from the selection process.
- 2.36 Successful Service Provider must provide proof of insurance that meets the insurance requirements stated in section 5.0 of this document.
- 2.37 Service Provider must note in the IFB response any intent to use subcontractors. The subcontractor's name, address, phone number and three client references, along with the type of work to be performed must be included. Use of subcontractors may be considered as a factor in the District's evaluation process. If the Service Provider fails to notify the District of its intent to use subcontractors in the bid submittal, the bid may be considered a void offer. Subcontractors will be allowed only by written permission of the District. The Service Provider agrees that it is fully responsible to the District for the acts or omissions of its subcontractors, or any persons employed by them, in the same way as it is for the acts and omissions of persons directly employed by the Service Provider. Nothing contained in the contract or any subcontract shall create any contractual relation between any subcontractor and the District.
- 2.38 The District reserves the right to negotiate further with one (1) or more Service Provider or to request additional information. The District may make such inquiries and conduct such investigations as it deems necessary to determine the qualifications and ability of the Service Provider(s) to provide the services/products called for under the solicitation and/or represented in the Service Provider(s)'s response. Service Provider(s) shall provide information in a timely manner to the District in connection with such inquiries and investigations.
- 2.39 Should the District determine in its sole discretion that only one (1) Service Provider is fully qualified or that one (1) Service Provider is clearly more highly qualified than the others under consideration, an Agreement may be negotiated and awarded to that Service Provider.

- 2.40 The successful Service Provider(s) will be required to enter into a negotiated agreement with the District prior to the start of work.
- 2.40.1 The agreement language will control over any language contained within this IFB that conflicts with the signed and fully executed agreement.
- 2.41 The initial agreement between the District and the successful Service Provider(s) is planned to commence upon full execution of the agreement and shall continue through and including June 30, 2022, unless terminated earlier by the District as stated in section 2.43 below.
- 2.41.1 For services provided, and at the option of the District, the agreement may be extended beyond the first term for up to four (4) additional one-year terms, beginning on July 1 of each subsequent year and is subject to the parties' negotiation of mutually agreed upon amendments to the agreement for each one (1) year term.
- 2.41.2 Pricing will remain fixed and firm for the initial term and all extensions of the agreement.
- 2.42 Notwithstanding the planned term of an agreement and/or any extensions thereof as provided in sections 2.42, 2.42.1 and 2.42.2, the District may terminate an agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the Service Provider no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Service Provider shall be paid up to the date of termination for services performed under and in accordance with this agreement.
- 2.43 Independent Contractor
- 2.43.1 The Service Provider shall provide the services as an independent contractor of the District and the persons performing such services shall not be considered employees of the District. As such, the Service Provider shall have the right to determine how and by whom the services will be provided, subject to and consistent with the terms and conditions of this solicitation.
- 2.43.2 The Service Provider shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverages and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its contractors and subcontractors for goods and/or services directly or indirectly related to this solicitation.

2.43.3 Nothing in this solicitation or as a result of this solicitation shall be construed as creating a single enterprise, partnership, joint venture or employer-employee relationship between a future Service Provider and the District. The future Service Provider will not be considered a partner, agent or representative of the District and will not represent itself to be a partner, agent, or representative of the District. The District is not a partner, agent or representative of any future Service Provider and shall not represent itself to be a partner, agent, or representative of the Service Provider.

2.44 The District may make such reasonable investigations as deemed proper and necessary to determine the ability of the Service Provider to perform the work and the Service Provider shall furnish to the District all such information and data for this purpose as may be requested. The District further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Service Provider fails to satisfy the District that such Service Provider is properly qualified to carry out the obligations of the Agreement and to complete the work/furnish the item(s) contemplated therein.

2.45 Although this solicitation specifies the number of services intended to be purchased by the District, it is understood and agreed that the District may, during the term of the Agreement, adjust the quantity of services at the Agreement price from the successful Service Provider(s). The option, if exercised, is the prerogative of the District and shall be honored by the Service Provider as a condition of the Agreement award.

2.46 Successful Service Provider shall be responsible to correct, at its expense, any problems, defects and/or deficiencies in service reported which do not meet the specifications set forth in the Scope of Work.

### **3.0 SCOPE OF WORK AND REQUIREMENTS**

3.1 The District may select multiple Service Provider(s) to provide professional, prompt, and efficient custodial cleaning services at ten (10) of its support buildings.

3.1.1 The ten (10) locations are currently being cleaned by District custodial staff.

3.2 Eligibility of bidders. Bids will only be considered from Service Providers who have been engaged in the business of providing the services as described in this solicitation for a minimum period of five (5) years prior to the date of this solicitation. The successful Service Provider(s) must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services.

3.2.1 Service Provider shall include as part of its bid response a list of contracts it currently has as well as contracts it has completed within the past five (5)

years. The list shall provide the organization's name, location, size, and service frequency and complexity for each contract listed.

- 3.2.2 Service provider shall include as part of its bid response the size of its workforce and where it obtains its hiring force.
- 3.3 The District reserves the right, before awarding the contract, to require a Service Provider to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it including, but not limited to, the financial, technical, and other qualifications and abilities of the Service Provider.
- 3.4 Unless otherwise provided in this solicitation, the Service Provider shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in this IFB, such materials and equipment shall be of a suitable type and grade for the purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the District's Custodial and Delivery Services Manager.
- 3.5 Service Provider shall be required to take safety precautions in an effort to protect persons and District property. Service Provider and sub-contractor shall conform with all federal, state, and local governmental standards to include, but not be limited to those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH) and the National Fire Protection Association (NFPA), the National Electric Code (NEC), as well as standards and requirements established by the Colorado Department of Health.
- 3.6 Service Provider shall be held responsible for repairing to the satisfaction of the District or replacing property which is damaged by reason of the Service Provider's operation on District property.
- 3.7 Service Provider shall maintain an office within the State of Colorado. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.
- 3.8 Service Provider shall:
  - 3.8.1 Successfully perform all tasks identified in Exhibit A, year-round.
    - 3.8.1.1 Service Provider shall perform daily disinfecting/sanitizing of restrooms in such a way as to follow current District and Colorado Department of Public Health and Environment (CDPHE) guidelines.
    - 3.8.1.2 Service Provider shall perform daily disinfecting/sanitizing of all occupied areas.

- 3.8.1.3 Service Provider shall use only District supplied disinfectants and sanitizers.
- 3.8.2 Assign an onsite contact for each school. Contact must be fluent in speaking English with the ability to communicate between District staff and Service Provider's employees
- 3.8.3 Adhere to the District's security, fire, and safety procedures, as well as its drugs, alcohol, and smoking policies
- 3.8.4 Work in such a way as to not interfere with District activities
- 3.8.5 Ensure all exterior doors are locked while cleaning and upon leaving buildings. All interior doors should be locked after cleaning or as otherwise instructed. Security alarms must be disarmed and armed using the correct District procedures
- 3.8.6 Establish and implement adequate methods of ensuring that all keys entrusted to them by the District are not lost, misplaced, and are not used by unauthorized persons
  - 3.8.6.1 Keys issued to the Service Provider must not be duplicated for any reason.
  - 3.8.6.2 The Service Provider shall report the occurrence of a lost key or key card immediately to the District's Custodial and Delivery Services Manager.
  - 3.8.6.3 The District may charge the Service Provider a refundable deposit for keys and key cards issued at a cost of \$25 per key card and \$200 per key.
- 3.8.7 Respond to all performance concerns presented by a District representative regarding the quality of services provided. The District reserves the right to monitor and evaluate the progress and performance of the work to ensure the terms of the agreement resulting from this IFB are being satisfactorily performed
  - 3.8.7.1 Upon notice from the District, unacceptable or unsatisfactory performance of the work shall be corrected within five (5) business days.
  - 3.8.7.2 Upon notice, any employee who is deemed unsatisfactory by the District shall be removed immediately
- 3.8.8 Ensure there is no lingering or objectionable odor after cleaning

- 3.8.9 Move lightweight items such as classroom desks, chairs, etc. as necessary for regular cleaning
- 3.8.10 Maintain daily staffing of employees as specified herein
- 3.8.11 Provide staffing during work hours that will be agreed upon by the Service Provider and the District's Custodial and Delivery Services Manager
- 3.9 Service Provider shall not:
  - 3.9.1 Use District trash or recycle containers to dispose of any materials, equipment or products owned by the Service Provider
  - 3.9.2 Allow personnel outside of Service Provider's staff on premises without prior notice and approval from the Custodial and Delivery Services Manager, including but not limited to sales representatives, friends, relatives and/or minors
  - 3.9.3 Represent that the Service Provider and/or its employees are agents or employees of the District
  - 3.9.4 Disturb or move papers or belongings on desks, computers, technology, other equipment, open drawers, or cabinets or use District telephones
- 3.10 The District shall:
  - 3.10.1 Provide all paper products, trash can liners and hand soap in sufficient quantities for the Service Provider to replenish as listed in Exhibit A
  - 3.10.2 Provide consumable cleaning supplies and chemicals
    - 3.10.2.1 If requested by the successful Service Provider, the District shall supply cleaning rags of assorted colors.
    - 3.10.2.2 District laundering of the cleaning rags is available.
- 3.11 Quality Standards. Successful Service Provider(s) shall ensure that Work as defined in Exhibit A is maintained in a state of high-quality cleanliness consistent with the highest industry standards and District standards.
  - 3.11.1 Cleanliness shall be defined as:
    - 3.11.1.1 The absence of litter or undesirable debris
    - 3.11.1.2 The absence of un-bonded dust buildup on any surface of items to be dusted

- 3.11.1.3 The complete, thorough cleaning of items, including but not limited to corners, inside, outside, top, bottom under and over all surfaces
- 3.11.1.4 The absence of surface marks, spills, or other desirable bonded residue which can be eliminated by appropriate damp or wet cleaning techniques
- 3.11.1.5 The absence of soil, or other undesirable bonded buildup which can be eliminated by appropriate heavy duty, cycle, or project cleaning techniques
- 3.11.1.6 The absence of minor spots, marks or other limited surface soil which can be eliminated by appropriate spot cleaning techniques
- 3.11.2 Employees of the Service Provider shall be identifiable by wearing clothing that clearly identifies them as representatives of the Service Provider. This clothing may include shirts/polo shirts, with company logo and name, or other identifying information.
- 3.11.3 Work hours. Shifts can be between the hours of 5:00 p.m. (MST) and 1:30 a.m. MST), Monday through Friday and can vary from four (4) hour to eight (8) hour shifts, as agreed upon by the Service Provider and the District's Custodial and Delivery Services Manager.
  - 3.11.3.1 In the event of meeting/event at a location during normal work hours, working hours may need to be adjusted subject to approval by the Service Provider and the District's Custodial and Delivery Services Manager.
- 3.11.4 The approximate *cleanable* square footage of all ten (10) District locations combined is 162,150.
- 3.11.5 Work Operations
  - 3.11.5.1 Stairwells and landings must never be used for storing equipment, supplies, or debris.
  - 3.11.5.2 Barricades must be used in work areas where there is a possibility of injury to an employee, student, or another person using the building.
- 3.11.6 Evidence of Performance. The District, prior to making any payment for services performed, may require the Service Provider to furnish satisfactory evidence that all claims made for labor, materials and supplies and other obligations of the Service Provider arising out of the performance of the contract have been satisfied.



3.11.7 Invoicing. All invoices submitted by the Service Provider must be itemized for each location, must reference the address of services, and must reference the date services were provided.

3.11.7.1 Invoices shall be sent once monthly for services completed. Billing shall be done in arrears.

3.11.7.2 Invoices shall be emailed to Ambre Fontaine at [afontaine@psdschools.org](mailto:afontaine@psdschools.org) for prompt payment.

a. Payment terms will be Net 30 upon receipt of correct invoice.

b. Under no circumstance shall the invoice be submitted to the District in advance of the services and acceptance of services.

#### **4.0 EVALUATION AND AWARD OF AGREEMENT**

4.1 Award shall be made to one or more responsive and responsible Service Provider(s) meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to cost and previous experience with comparable scope/services.

4.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to evaluation.

4.1.2 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding the agreement.

## 5.0 INSURANCE

Service Provider shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Service Provider shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District  
Attention: Risk Management  
2407 Laporte Ave  
Ft. Collins, CO 80521  
Email: risk@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Service Provider. Service Provider shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Service Provider has assumed in section 5.1.

### **Commercial General Liability**

#### Minimum Limits

- |  |             |
|--|-------------|
| a. Each Occurrence Bodily Injury & Property Damage   | \$2,000,000 |
| b. General Aggregate   | \$3,000,000 |
| c. Policy shall be endorsed to include master key coverage.  |             |
| d. Policy shall be endorsed to include coverage for "care-custody-control" (Bailee/Bailor coverage) property of others.  |             |
| e. Coverage must be written on an "occurrence" basis.  |             |
| f. Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Service Provider even if those limits of liability are in excess of those required by this Agreement. |             |

### **Crime Coverage**

<u>Minimum Per Loss Limit</u>	\$100,000
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The policy shall include:

- a. Coverage for all directors, officers, agents, and employees of the Service Provider.
- b. Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- c. Extended theft and mysterious disappearance.
- d. The policy shall not contain a condition requiring an arrest and conviction.
- e. Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

If the Service Provider is physically handling money at a Poudre School District R-1 location, the crime insurance policy must include coverage for Employee Theft of Client Property.

Minimum Per Loss Limit \$1,000,000

**Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles**

Bodily Injury & Property Damage  
 Combined Single Limit Minimum \$1,000,000

Contractor operates vehicles in performing any services under this Contract, the policy shall be endorsed to include the following additional insured language: “Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor” and shall be insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract. Copy of policy endorsement must be attached to the Certificate of Insurance.

**Workers’ Compensation and Employers’ Liability\***

If Service Provider is exempt under the Colorado Workers’ Compensation Act, this requirement will be waived if proof a current Workers’ Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation and a copy is submitted to the District.

Minimum Limits

- a. State of Colorado Statutory
- b. Employer’s Liability \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee
- c. Waiver of subrogation in favor of Poudre School District R-1.

\* This requirement shall not apply if Service Provider is exempt under the Colorado Workers’ Compensation Act AND if Service Provider has a current Workers’ Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker’s Compensation.

5.1 Indemnification. Service Provider shall indemnify and hold harmless the District and the District’s Board members, employees, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Service Provider’s operations,

provision of Services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section 7.1 or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

**6.0 BID PRICING**

6.1 Provide the **total cost per square foot of cleanable area (per month)** for the following locations. Total cost per square foot figures provided shall be all inclusive. No separate line items or breakout costs are to be included.

- 6.1.1 JSSC Building \$ \_\_\_\_\_
- 6.1.2 ITC Building \$ \_\_\_\_\_
- 6.1.3 District Support Complex \$ \_\_\_\_\_
- 6.1.4 Fullana Early Childhood \$ \_\_\_\_\_
- 6.1.5 Partnership Center \$ \_\_\_\_\_
- 6.1.6 Poudre Global Academy \$ \_\_\_\_\_
- 6.1.7 Cooper Home \$ \_\_\_\_\_
- 6.1.8 Timberline Warehouse \$ \_\_\_\_\_
- 6.1.9 South Bus Terminal \$ \_\_\_\_\_
- 6.1.10 Boys and Girls Club \$ \_\_\_\_\_
- 6.1.11 All locations \$ \_\_\_\_\_

6.2 Travel time to/from facilities or between facilities does not constitute work hours and the District will not be billed for travel time or expenses.

6.3 The District reserves the right to award building by building/line by line or award based on lump sum, whichever is in the best interest of the District.

Company name \_\_\_\_\_

Company representative's signature \_\_\_\_\_

**7.0 REFERENCES**

References are required. Provide three (3) non-District client references for which your company has completed similar services for projects of similar scope within the past 24 months. It is preferred that at least one (1) reference be a Colorado K-12 school district.

7.1 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied. \_\_\_\_\_  
\_\_\_\_\_

7.2 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied. \_\_\_\_\_  
\_\_\_\_\_

7.3 Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone \_\_\_\_\_  
Email \_\_\_\_\_  
Describe type of work/service performed or items supplied. \_\_\_\_\_  
\_\_\_\_\_

**8.0 BID CERTIFICATION FORM**

*Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on August 6, 2021.*

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The Service Provider will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The Service Provider meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The Service Provider’s bid is being offered independently of any other Service Provider and in full compliance with the terms specified in this IFB.
- The Service Provider will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB closing.

Company Name \_\_\_\_\_

Signature of Agent \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

e-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

(If different from Agent – include e-mail address and phone number)

**NOTE: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.**

# **EXHIBIT A**

## **NIGHTLY CLEANING SCHEDULE**



### Entrance, Lobby, Common Areas

	<b>Frequency</b>
Vacuum high traffic carpeted areas including walk off mats, inspect and spot clean as needed	5 X Week
Dust all horizontal surfaces; straighten media on tables	5 X Week
Clean and disinfect all phone receivers and cradles	5 X Week
Spot clean walls, doors, doorframes, and kick plates	5 X Week
Spot clean all interior glass	5 X Week
Remove all trash to collection point and replace liners as needed	5 X Week
Sweep and/or dust mop all hard surface flooring to remove loose debris	5 X Week
Damp mop all hard surface flooring to remove soil and spills	5 X Week
Wet wipe horizontal surfaces and waste receptacles as needed to remove spills	5 X Week
Vacuum and inspect all upholstered furniture and spot clean as needed	5 X Week
Thoroughly clean all door glass to remove fingerprints and smudges	5 X Week
Clean, sanitize and polish all drinking fountains	5 X Week
Thoroughly clean all entrance glass	5 X Week

### Hallways, Corridors

	<b>Frequency</b>
Vacuum all carpeted areas, inspect and spot clean as needed	5 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop all hard surface flooring to remove soil and spills	5 X Week
Remove trash to collection point, replace liners as needed	5 X Week
Spot clean walls, doorframes, doors, kick plates and baseboards	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Clean, disinfect and polish all drinking fountains	5 X Week

### Classrooms, Computer Lab, Science Lab, Offices, Conference Rooms, Meeting Rooms, Activity Rooms, Mail Rooms, Library, Play Areas

	<b>Frequency</b>
Vacuum all carpeted areas, inspect and spot clean as needed	5 X Week
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Remove all trash to designated area, replace liners as needed	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Clean, disinfect and polish all drinking fountains	5 X Week
Spot clean all interior glass to remove fingerprints and smudges	5 X Week
Vacuum all upholstered furniture, inspect and spot clean as needed	5 X Week
Spot clean walls, doorframes, and kick plates	5 X Week
Restock paper supplies	5 X Week

### Stairways, Landings, Elevators

	<b>Frequency</b>
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	5 X Week
Dust all vertical and horizontal surfaces and handrails	5 X Week
Dust and/or damp wipe horizontal surfaces as needed	5 X Week
Thoroughly clean and polish all stainless steel to remove fingerprints and smudges	5 X Week
Vacuum door track to remove loose debris	5 X Week

### Break Rooms, Lunchrooms, Lounges, Cafeterias, Kitchen Areas

	<b>Frequency</b>
Dust, mop and/or sweep all hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring to remove soil and spills	5 X Week
Vacuum all high traffic carpeted areas, inspect and spot clean as needed	5 X Week
Wipe down all counters and tables with disinfectant	5 X Week
Clean, disinfect and polish sinks and back splash areas	5 X Week
Wipe down exterior of appliances and/or vending machines	5 X Week
Clean interior and exterior of microwave ovens	5 X Week
Dust all accessible horizontal surfaces	5 X Week
Remove all trash to collection point and replace liners as needed	5 X Week
Spot clean walls, doors, doorframes, and kick plates	5 X Week
Restock paper supplies	5 X Week

### Restrooms, Locker Rooms, Showers

	<b>Frequency</b>
Clean, disinfect and polish all dispensers and fixtures	5 X Week
Clean and disinfect all showers, basins, counters, toilets, and urinals both inside and out	5 X Week
Spot clean and disinfect walls, partitions, doors and doorframes, baseboards, kick plates and light switches	5 X Week
Dust, mop and/or sweep hard surface flooring to remove loose debris	5 X Week
Damp mop hard surface flooring with a disinfectant and rinse	5 X Week
Clean and polish all chrome, stainless and bright work	5 X Week
Stock all towels, tissue, and hand soap	5 X Week
Remove all trash to collection point and replace liners as needed	5 X Week
Damp wipe all horizontal surfaces with a disinfectant	5 X Week
Vacuum and spot clean any carpeted areas or runners	5 X Week
Clean and disinfect showers	5 X Week

# **EXHIBIT B**

## **LIST OF POUFRE SCHOOL DISTRICT SITES**

Site	Square footage per site	Restroom count	Fixture count	Floor surface
Johannsen Support Services Center (JSSC) 2407 LaPorte Ave.	28,700	2 men, 2 women, 1 unisex	34	Carpet throughout, ceramic restroom
Information Technology Center (ITC) 2413 LaPorte Ave.	28,000	1 men,1 women, 1 unisex	14	Carpet throughout, ceramic restroom
District Support Complex 2445 LaPorte Ave.	7 buildings = 21,000	14 unisex	40	30% resilient and 70% carpet flooring
Fullana Early Childhood 220 N. Grant	2 buildings = 24,000	1 men,1 women, 6 unisex	29	20% resilient and 80% carpet flooring
Partnership Center 1630 S Stover St.	5,250	3 unisex	6	Carpet throughout, ceramic restroom
Poudre Global Academy 703 E Prospect	28,800	2 men, 2 women, 1 unisex	34	Carpet throughout, ceramic restroom
Cooper Home 217 E Swallow	1,400	2 unisex	4	20% resilient and 80% carpet flooring
Timberline Warehouse 1502 S. Timberline Rd.	6,400	1 men, 1 women	12	20% resilient and 80% carpet flooring
South Bus Terminal 6425 Portner Rd.	32,000	3 men, 2 women	22	75% resilient and 25% carpet flooring
Boys and Girls Club	19,000	2 men, 2 women, 1 unisex	18	75% resilient and 25% carpet flooring
<b>TOTAL to be cleaned</b>	<b>162,150</b>			