

Request for Proposal, BD2127v2 Custodial Services for Paul Sandoval Campus

TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED PRIOR TO THE
PROPOSAL DEADLINE

LATE PROPOSALS WILL NOT BE ACCEPTED

RETURN TO:
BidNet
Brandon Brasfield
BD2127v2
Denver Public Schools
Brandon_Brasfield@DPSk12.org

RFP SCHEDULE OF ACTIVITIES (subject to change)

EVENT	DATE
Issuance of RFP	March 4, 2022
Pre-proposal conference meet.google.com/wfq-wsmp-bka <i>Join by phone</i> <small>(US) +1 402-994-1185 PIN: 947 883 076#</small>	March 10, 2022 @ 1pm MT
Questions Deadline sent to buyer only at: <i>Bidnet</i>	March 16, 2022 @ 1pm MT
Addendum Issued	March 22, 2022
Proposal Deadline	April 5, 2022 @ 1pm MT
Evaluation of Proposals	Week of April 18, 2022
Interviews/Demonstrations (if necessary)	Week of April 25, 2022
Selection of Proposals	Week of May 2, 2022
Contract Negotiation of Contract	TBD

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If any of the Documents listed above are missing from this package, please contact Strategic Sourcing official Brandon Brasfield at Brandon_Brasfield@DPSk12.org



REQUEST FOR PROPOSAL BD2127
SECTION I: VENDOR ACKNOWLEDGEMENT

Does your offer comply with all the terms and conditions? If no, indicate exceptions Yes _____
No _____

Does your offer meet or exceed all specifications? If no, indicate exceptions Yes _____
No _____

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified Yes _____
No _____

State percentage of prompt payment discount, if offered. _____ %

Will you accept the District's Visa as payment for good and/or services purchased from this Proposal? Yes _____
No _____

Will the vendor have access to or collect any student data? Yes _____
No _____

Do you qualify as a certified MWBE? Yes _____
No _____

Do you qualify as a certified SBE under the SBA guidelines? Yes _____
No _____

If a redacted version of your proposal is not received, we will share your master response in the event of a CORA Request. Please acknowledge that you understand. Yes _____
No _____

Name of Company: _____ Address: _____

City/State: _____ Zip: _____ Contact Person: _____

Title: _____ Phone: _____ Email Address: _____

Authorized Representative's Signature: _____

(Offers must contain signature of an authorized agent of the Vendor)

Printed Name: _____ Title: _____ Date: _____

Email Address: _____ Phone: _____

Addendum(a) Acknowledged									
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The undersigned hereby affirms that (1) he/she is a duly authorized agent of the Vendor, (2) he/she has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission and (5) Vendor must acknowledge any and all addendum(a) below by initialing a box with the addenda number in it. (6) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer.

REQUEST FOR PROPOSAL BD2127

SECTION II: GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective suppliers (herein after referred to as “Vendors”) in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

2. CONTENTS OF OFFER

A. **General Conditions.** Vendors are required to submit their Offers in accordance with the following expressed conditions:

- 1) Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.
- 2) Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department’s procedures, and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.
- 3) Submission of an Offer is deemed as acceptance of all terms, conditions and specifications contained in the District’s Solicitations. Any proposed modification must be accepted in writing by the District prior to award of the Contract or Purchase Order.
- 4) The District reserves the right to reject any and all Offers or any part thereof, to waive any irregularities or informalities, and to award the Solicitation to the Vendor as deemed in the best interest of the District.
- 5) All Offers and other materials submitted in response to this Solicitation shall become the property of the District.
- 6) The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall comply with the regulations found within 45 CFR Part 620, “Government Debarment and Suspension (Non-procurement).”
- 7) The Vendor is required to carry the following insurance: [Insurance Requirements](#).

B. **Open Records – Disclosure of Information to the District.** The Vendor understands that all material provided or produced by the Vendor in response to this Solicitation may be subject to the Colorado Open Records Act (“CORA”), C.R.S. § 24-72-201, et seq. (2006). In the event of a CORA request to the District for disclosure of such information, the District shall advise the Vendor of such request in order to give the Vendor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor’s intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

C. Clarification and Modifications in Terms and Conditions

- 1) Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions will prevail.
- 2) If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** (either via email or BidNet as determined on the Question Deadline on the RFP Schedule of Activities on page 1) for clarification to the District’s Contact person as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Denver Public Schools utilizes Rocky Mountain E-Purchasing System (RMEPS/BidNet) at <https://www.bidnetdirect.com/colorado> to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Vendors are responsible for checking BidNet to retrieve any addendum (a). Vendor shall certify its acknowledgment of the addendum (a) on the Vendor Acknowledgement Form and return it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. Prices Contained in Offer--Discounts, Taxes, Collusion

- 1) Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.
- 2) Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.
- 3) The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

3. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

- 1) The Offer must be typed or legibly printed in ink. All corrections made by the Vendor must be initialed by the authorized agent of the Vendor.
- 2) Offers must contain a signature of an authorized agent of the Vendor in the space provided on the Solicitation Vendor Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original acknowledgement form of the Solicitation, its Offer shall be invalid and shall not be considered.**
- 3) Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested**. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 4) Alternate Offers will not be considered unless expressly permitted in the Specifications Special Terms and Conditions.
- 5) The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.
- 6) The proposal shall be formatted based on the requirements listed in Section IV.

B. Submission

- 1) **In person submittals will not be accepted.** Proposals must be uploaded and submitted through Rocky Mountain E Purchasing (BidNet) by or before the due date and time. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.
- 2) In the event that there is a CORA request the District asks that each Vendor submit one (1) separate redacted version of their proposal. Be sure to clearly mark each proposal file as "Master" or "Redacted". The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.
- 3) Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.
- 4) Offers submitted via facsimile machines or email will not be accepted.

C. **Late Offers.** Offers received after the date and time set for the opening shall be considered non-responsive.

4. **MODIFICATION OR WITHDRAWAL OF OFFERS**

A. **Modifications to Offers.** BidNet allows users to modify Offers prior to the time and date set for the Offers to be opened.

B. **Withdrawal of Offers**

- 1) Offers may be withdrawn prior to the time and date set for the opening. On BidNet, users may withdraw their Offer up until the deadline.
- 2) In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Such requests must be made in writing on company letterhead. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

5. **REJECTION OF OFFERS**

A. **Rejection of Offers.** The District may, at its sole and absolute discretion:

- 1) Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;
- 2) Re-advertise this Solicitation;
- 3) Postpone or cancel the process;
- 4) Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or
- 5) Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any vendor or challenger as a result of these determinations or decisions by the District.

B. **Rejection of a Particular Offer.** The District may, at its sole and absolute discretion, reject an Offer under any of the following conditions:

- 1) The Vendor misstates or conceals any material fact in its Offer;
- 2) The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;
- 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;
- 4) The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications;
- 5) The Offer has not been executed by the Vendor through an authorized signature on the Specifications Vendor Acknowledgement.

C. **Elimination From Consideration**

- 1) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
- 2) An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.
- 3) An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Vendor or the District employee.

D. Right to Waive Bids. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

6. **EVALUATION CRITERIA.** Offers received will be evaluated based on the criteria identified in Section IV. These criteria will form the basis for review of the written proposals.
7. **AWARD OF CONTRACT.** The District shall award a contract to a Vendor through the issuance of a Contract or Purchase Order. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Contract or Purchase Order are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.
8. **APPEAL OF AWARD.** Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on BidNet, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.
9. **NEGOTIATIONS.** The District reserves the right to conduct negotiations with vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other vendors in response to CORA requests. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

10. CONTRACTUAL OBLIGATIONS

- A. **Local, State and Federal Compliance Requirements.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).
- B. **Disposition.** The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.
- D. **Employees.** All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.
 - 1) The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 - 2) The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.
 - 3) In accordance with the District's policy regarding the use of tobacco and marijuana products, no employee of the Vendor shall be permitted to use tobacco and marijuana products when performing work on District property.
 - 4) To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.
 - 5) **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. A Colorado Bureau of Investigation criminal history check and Name Check investigation for any person providing services under this Contract do not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.
 - a. Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in

Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

- E. Delivery.** Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort
- F. Material Priced Incorrectly.** As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

11. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications to the existing contract must be expressed in writing through an Amendment to the contract and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

12. TERMINATION OF CONTRACT

- A.** The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.
- B.** The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

13. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD

- A.** Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the Owner in the manner specified by the Owner. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14. FORCE MAJEURE

- A.** Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

REQUEST FOR PROPOSAL BD2127

SECTION III: SPECIAL TERMS AND CONDITIONS

- PURPOSE:** Denver Public Schools is seeking proposals for a full-service custodial contract at **Paul Sandoval Campus** outlined within this RFP, with exceptional annual intensive housekeeping and cleaning needs.
- TERM OF CONTRACT: ONE YEAR with three (3) one year options to renew.** This contract shall commence upon execution of award letter and shall remain in effect for one year notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period
- OPTION TO RENEW:** The prices or discounts quoted in this Solicitation shall prevail for a one-year period from the effective date of the contract, at which time the District shall have the option to renew the contract for subsequent one year periods. This option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. The optional renewal periods shall not exceed four years. During each annual option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. The Vendor shall notify the District of such adjustments during the option period at least sixty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.

The District reserves the right to conduct negotiations with Vendor(s) and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record. The District reserves the right to award to one or more vendors.

- CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Brandon Brasfield at Brandon_Brasfield@DPSk12.org. Unauthorized contact with a District employee other than the Buyer regarding this RFP may result in disqualification.
- LOCATION OF WORK:** The work described in this Solicitation shall be performed at the following location and address:

Paul Sandoval Campus
5500 Central Park Blvd
Denver, CO 8023

- METHOD OF AWARD BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION:** It is the intent of the District to award this Contract to the Vendor(s) who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses in two phases (if necessary). In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Vendors. Evaluation will be based on the following criteria: Please see Page 19. In the second phase (if necessary), the Committee will invite a limited number of Vendors who received the highest scores during phase one to provide an oral presentation. The number of Vendors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored. The District reserves the right to conduct negotiations with Vendor and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.
- COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC- Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.
- METHOD OF PAYMENT:** The successful vendor shall submit accurate invoices to the District per job and/or project. This invoice shall be submitted to the District's Accounts Payable Department (accountspayable@dpsk12.org). The invoice shall reflect the appropriate Purchase Order number, the service location(s) and the type of service provided to the District, the payment Terms are Net30.

9. **RESOLICITATION OF RFP:** The RFP/Contract will have the option to be resolicited once a year until the end of the original contracted period (1 plus 4 years) to allow for new locations to be added to the contract. If a vendor has been awarded a contract they need not apply again for locations already awarded.
10. **INDEMNIFICATION:** The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.
11. **EQUAL OPPORTUNITY:** Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District's request.
12. **GOVERNMENT STANDARDS AND REQUIREMENTS:** All items or services to be purchased or supplied in conjunction with this Solicitation shall be in accordance 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 Denver Public Schools.
13. **HOURLY RATE DEFINED:** The hourly rate quoted by the Vendor shall include full compensation for labor, equipment use, travel time, and any other costs incurred by the Vendor. This rate is assumed to be at straight-time for all labor. If overtime is allowable under this Solicitation, it will be covered as a separate item in the terms and conditions.
14. **OPERATIONAL HOURS:** There are to be no disruptions to school personnel or students except in those cases where such work is necessary to perform the scope of work and only in cases where permission is obtained by the designated District point of contact. Hours of operation may include regular working hours of 7:00 am to 5:00 pm Monday through Friday, evenings from 5:00 pm to 7:00 am Monday through Friday, weekends and holidays
15. **LOCAL OFFICE SHALL BE REQUIRED:** Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal business hours and who is authorized to discuss matters pertaining to the contract.
16. **ACCIDENT PREVENTION:** The Vendor shall be required to take safety precautions in an effort to protect persons and District property. All contractors and sub-contractors shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequate compliance with these requirements shall be borne solely by the Vendor which is responsible for the same. Barricades shall be provided by the Vendor when work is performed in areas traversed by persons or when deemed necessary by the District's representative.
17. **DEFICIENCIES IN WORK TO BE CORRECTED BY VENDOR:** The successful Vendor shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents. All corrections shall be made within 10 calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Vendor by the District's Project Manager. The Vendor shall bear all costs of correcting such rejected work. If the Vendor fails to correct the work within the period specified in this Solicitation, the District reserves the right to place the Vendor in default of its contractual obligations, obtain the services of another vendor to correct the deficiencies, and charge the Vendor for these costs, either through a deduction from the final payment over to the Vendor or through invoicing.
18. **STANDARDS OF QUALITY OR PERFORMANCE:** The goods and/or services supplied by the Vendor in conjunction with this Solicitation shall either meet or exceed the standards of quality and/or performance that have been established by Denver Public Schools Department of Facility Operations (Exhibit B)
19. **CONTRACTOR PERFORMANCE:** An evaluation of the vendor may be performed, which may be based on quality of service, timeliness of response or completion, pricing, adherence to established DPS policies and procedures as outlined in this RFP, or other criteria. To ensure quality and consistency of services, the District has implemented a quality assurance program. A scoring system has been established as guidance in meeting building and zone condition expectations. Individual categories will be graded on a 1 – 5 scale.

This scoring system is based on the condition of the lowest scoring area, (per criteria), in the facility and not an average. The only categories not consistent with these ratings are “Safety” and “Odor” which are evaluated with a 1 or 4 only. A one (1) is an unfavorable condition and a four (4) meets expectations. As categories are scored, ratings will equate to an overall “Building Condition Index”. It is the district’s expectation to sustain a 68 or above building condition index at all times on the monthly operations building assessments. See Exhibit B, E & F.

- 20. MATERIALS WILL BE SUPPLIED BY THE VENDOR:** The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the District reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.
- 21. SUPERINTENDENT SHALL BE SUPPLIED BY VENDOR:** The successful Vendor shall employ a competent superintendent who shall be in attendance at the project site during the progress of the work, **which will usually be the afternoon shift when nightly cleaning is taking place. The onsite supervisor should be able to communicate with the facility manager and customers.** The superintendent shall be the primary representative for the Vendor and all communications given to, and all decisions made by, the superintendent shall be binding to the Vendor. Notwithstanding, the superintendent shall be considered to be, at all times, an employee of the Vendor under its sole direction and not an employee or agent of the District. This will be dependent on scope of work and the number of people needed to complete a job and/or project, the District reserves the right to ask for a superintendent.
- 22. SERVICE PROVIDED:** The Vendor shall self-perform 100% of the work, sub-contracting work is not allowed by this contract.
- 23. Personnel:**
- a. All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management. Only those personnel who have been properly trained shall be assigned duties under this contract.
 - b. All personnel shall be dressed in Denver Public Schools issued business attire. The personnel shall be neat and clean in appearance. Uniforms and picture identification badges shall be worn which fully identify the worker as a member of the contractor's work force.
 - i. District will provide business attire clothing at no cost to the vendor, except that clothing should be returned to the district at the time of contractor employee’s separation, if the business attire clothing is not returned, the clothing replacement cost will be the responsibility of the contractor. The cost for replacement clothing is \$20 per each shirt not returned.
 - c. Contractor will pay at least the minimum wage rate. Contractor will pay all taxes pertaining to his employees as required by law. All employees will be bonded in the amount of \$50,000 (3rd Party Fidelity Bond).
 - d. Any employee whose work habits and/or conduct are deemed objectionable shall be removed from the work force upon request of the authorized Denver Public Schools representative.
 - e. Personnel suspected of using or under the influence of illegal or legal (that physically or mentally impair job performance including communication with other personnel) drugs or alcohol will be removed from Denver Public Schools property and not be allowed to return.
 - i. All reasonable suspicion testing will be the responsibility of the contractor’s management staff. The contractor’s management/onsite supervisor will respond to remove any employee alleged of being under the influence.
 - ii. Any costs incurred due to response from district personnel and/or the district testing vendor will be back charged to the vendor.
 - f. Smoking and use of tobacco products is specifically prohibited by state law on school property. Smoking in the buildings or on DENVER PUBLIC SCHOOLS property will not be allowed.

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SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA

1. OVERVIEW

- a. The District is the largest school district in Colorado. It employs approximately 15,000 employees, and serves over 90,000 students. The District is unique in that the city, county and school district, as established by the state constitution, have the same geographical boundaries. Established as a school district in 1902, Denver is one of the finest urban school districts in the nation. The District operates approximately- 85 elementary schools, 26 middle schools (including DSA), 22 high schools (including DSA), 41 alternative schools, and one adult education center and participates in the Rocky Mountain School of Expeditionary Learning. The District is housed in approximately 250 buildings, within the Denver Metro Area.

LOCATION TO BE SERVICED

Location Name	Address	Internal Gross Square Footage	Scope of work Addendum
Paul Sandoval Campus	5500 Central Park Blvd Denver, CO 80238	278,197	Addendum A

1. CONTRACTOR RESPONSIBILITIES

a. Site Access and Parking

- i. Employees must check in at the front desk or with the DPS Facility Supervisor or designee.
- ii. Parking will be in a designated area;
- iii. No parking will be allowed in fire lanes, bus lanes or dock area.
- iv. DPS may provide office/break space for Contractor’s employees at the site.
- v. Employees must be out of the building by 12:00am every night.

b. Building Security

- i. Any facility left unsecured and the District is called to respond to lock-up, the Contractor will be charged a **\$50.00 fee or must reimburse the district for actual costs associated with the response if cost is higher and/or be liable for charges from governing police departments.** These amounts will be deducted from monthly payments.
- ii. During work activities the contractor agrees to abide by all District policies and procedures. <http://www.dpsk12.org/policies/>
- iii. All doors to which entrance can be gained to buildings shall be locked at all times. (Unless otherwise directed by DPS staff) This includes interior doors connecting rooms regularly open to the public and includes restricted quarters after the close of the school day.
- iv. Contractor’s employees should be conscious of security, integrity and be alert and responsible for the proper locking of all entrances and closures of windows, especially after the close of the school day. Faulty or broken doors and windows (including locks) should be reported immediately to the DPS Safety Security Department and Facility Supervisor.
- v. Contractor’s employees entering or leaving the building shall make sure that all exterior doors and windows are closed and locked. Contractor’s employees shall also be versed in other electronic security devices as appropriate and pertaining to building access. They shall be alert upon entering and leaving to ensure that no unauthorized persons are waiting to gain access to the building while the door is unlocked for an employee.
- vi. All unattended outside doors are to be locked at all times.
- vii. Custodial/utility closet doors shall be locked at all times.
- viii. Ladders shall not be left near buildings where access could be gained through the use of the ladder.
- ix. Areas defined as restricted should be locked at all times.
- x. Access to District buildings shall be provided to the contractor by the District for work activities only.
- xi. The Contractor is responsible for training their employees on District custodial and building security procedures and practices.

c. Safety

- i. The Contractor must provide a safe environment in and around the facility. All equipment and chemicals shall not be left unattended or accessible while students, staff, and community are present. The Contractor shall train their employees on all District emergency procedures.
- ii. Appropriate Personal Protective Equipment (PPE) should be worn in accordance with chemical and equipment usage when handling any chemicals or equipment. All materials must be stored and identified as to content so that proper precautions may be taken. Follow all warning labels and take steps necessary for safe use of all products. Material Safety Data Sheet (MSDS) must be located on site in the Facility Supervisors office.
- iii. Class 1 flammable liquids (gasoline, benzene, naphtha, alcohol, propane, ect.) shall not be stored in any building.
- iv. The Contractor is responsible for training their employees on other building hazardous material, i.e. asbestos and blood borne pathogens, etc.
- v. Denver Public Schools requires that vendors follow the current health requirements and any future health requirements. [DPS 5: Health and Safety Guidance for Returning to Work](#).

d. Contractor Identification Badge

- i. The Contractor must have all regular onsite personnel wear DPS contractor identification badges at all times while on site. Substitute personnel for the contractor that will be working onsite for fewer than 3 days will not need their own identification badge but will be required to wear a designated substitute badge that will be provided by the Facility Supervisor or designee. The Contractor's employees must wear identification badges at all times and the badges must be visible. Failure to wear identification badge may result in a \$25 charge to the Contractor for each occurrence. These amounts will be deducted from the monthly payments. Upon contractor's employees no longer working on the site the identification badge provided by the District must be returned to the Facility Supervisor. Failure to return the identification badge will result in a \$100 charge per badge that is unreturned. Lost or damaged badges need to be reported to Facility Supervisor or designee immediately and instructions will be given for obtaining a replacement badge.
- ii. Contractor must provide a dedicated representative as a point of contact to the District. The representative shall be available 24 hours/7 days a week in the event of an emergency for clean up after hours due to an unforeseen emergency such as flood or vandalism etc.
- iii. The Contractor shall not use District computers or related peripheral equipment.
- iv. The Contractor shall provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor, or his/her agent, coupled with Denver Public Schools Facility Operations Department Quality Assurance process, shall make routine inspections to ensure that the work is performed as required by this contract.
- v. Contractor shall immediately notify the building facility representative or their designee of any occurrence or conditions within the building that interferes with the full performance of the contract.
- vi. Confirmation of these conditions must be submitted in writing to the building facility representative or their designee within 24 hours.
- vii. Contractor shall also notify the Facility Supervisor or their designee of any discrepancies from the routine work scheduled and an explanation of the circumstances involved. Contractor shall also report any property, equipment or dispensers that are not in a serviceable or operational condition, or any damage or vandalism.
- viii. Contractor shall limit the facility lighting load whenever possible. When work is completed in an area, all lights should be turned off whenever possible. When exiting the facility at the end of a work shift, Contractor shall ensure that only those lights designated by the District's representative remain on.
- ix. Contractor shall report to the building facility representative or their designee, immediately, any accident resulting in the death or injury to persons; or damage to property, materials, supplies or equipment incidental to work performed under contract.

e. Vendor Employees

- i. Appearance: Contractor's employees must be neat, clean, and dressed in proper attire to include DPS Facility Operations Department business attire.
- ii. Relationship with staff and students: The Contractor's employees shall not assume or exercise authority, or control, over students. No physical contact shall be made. The Contractor's employee's personal appearance, standard of conduct and morality must be acceptable to District Standards.
- iii. Standard of conduct: An attitude of friendliness, a display of good manners and proper respect toward patrons and students must be maintained. Contractor's employees must abide by District Board of Education policies and procedures: Employees shall not have visitors on the job site; Contractor will ensure all employees are at least 18 years or older.

- iv. Contractor's employees shall be able to speak, read and write at a level of proficiency that permits satisfactory job performance.
 - v. Contractor's employees are responsible for keys and security at each site. **The Contractor shall be held financially responsible for lost keys, up to the cost of rekeying the entire building.** The District may request the Contractor to immediately relinquish District keys for any reason. Only approved personnel will be permitted to remove keys from schools grounds. All other personnel must leave keys at the facility at the end of each shift.
 - vi. Contractor's employees shall take their breaks in designated areas only, and shall not loiter in educational areas
- f. Cleaning Chemicals, Supplies, Training and Equipment**
- i. In connection with the performance of the service hereunder, the Contractor shall furnish all labor and training. Contractor will provide equipment, materials and supplies necessary for the performance of the work. (DPS will provide Toilet Paper, Paper Towels, can liners and hand soap). It is the responsibility of the Contractor to refill these items at the site as needed. For consistency purposes, the contractor will use existing pre-approved district cleaning products. See Exhibit E
 - ii. Bleach shall not be used in any capacity as a cleaning agent
 - iii. Disinfectants must be used in all lavatories and areas where sanitation is necessary ie. Drinking fountains.
 - iv. A color coded cleaning system shall be used at the campus for cleaning i.e. TOWELS: red, green, blue, orange and yellow and MOPS: red, and green to minimize cross contamination and white disposable for bio/pathogen clean up.
 - v. Storage space may be limited at this site and may require vendor to make alternate arrangements for storage of machines and other equipment items that cannot fit into a standard sized custodial closet
- g. Equipment and Ancillary Custodial Tools**
- i. The Contractor will store equipment/materials in designated areas (as available) and will keep areas neat and organized. Equipment will also need to be stored in a clean and appropriate manner. (ie empty dirty water from mop buckets, and empty water recovery tanks)
 - ii. All extension cords must be three-wire cord with grounded plugs and must not exceed fifty (50) feet in length.
 - iii. Electrical cords should be protected from accidental damage. Defective cords must be repaired or replaced immediately by the Contractor.
 - iv. Machines shall not be used in areas that will have a negative impact on the educational environment or where the operation of equipment may pose a potential safety risk to students or staff in an occupied area.
 - v. When damage occurs to a machine that might impair its safety of operation, the machines must not be used until properly repaired.
 - vi. Floor machines should be checked prior to usage for proper operation.
 - vii. Machines should never be left unattended in halls, stairways, landings or any location used as passageways
 - viii. The Contractor is responsible for training their employees on the proper use of and safety for all equipment.
 - ix. Vendor will have contingency plans for broken and/or non-operational equipment
- h. Additional Charges to Contractor**
- i. In the event the Contractor fails to complete or fulfill the Contract, (or any section thereof), the District will supply personnel to complete the tasks, and the Contractor will be back-charged for time and materials at costs incurred.
 - ii. Response time to non-completed and deficient work shall be as follows:
 - 1. Health and Life Safety items – 24 hours
 - 2. All other items – 2 working days
 - 3. Large time constraint projects – Corrected as agreed upon by both parties
 - iii. All work shall be performed by the Contractor in accordance with the highest standard of care skill and diligence and shall be completed in a good and competent manner. The Contractor shall also provide regular and systematic inspections by the Contractor's supervisory personnel of the premises on which the services are to be provided to assure a high quality of work by contractors. Denver Public Schools Facility Operations Department will conduct monthly cleanliness assessments to ensure standards are being met. If any category is below satisfactory standards on an Facility Operations Department Assessment in accordance to (Exhibit C, F), correction procedures as stated above will apply. In the event that deficiencies are found, Contractor agrees to remedy such deficiencies at no additional cost to the District or at such time as the District and Contractor may agree. When, in the Contractor's opinion, timeframes for items other than Health and Life Safety are not sufficient to correct the non-completed or deficient work, the Contractor may file a written request to the Facility Supervisor or Area Manager/designee for an extension of time to complete the deficient work. The District shall have the right to deny such a request when it is

in the District's opinion that the Contractor has not put forth an honest and sincere effort to adhere to the work schedule and perform the work in an acceptable manner, (see Attachment B- Quality Assurance Standards).

- iv. If the Contractor fails to remedy any such deficiency as required hereunder, the District may, as its option, (1) terminate this Contract forthwith and/or, (2) deduct from any monies due the Contractor the cost of the work not performed, or (3) Contract directly with another Contractor for performance of the services and deduct from any monies payable to the Contractor the amount required to obtain substitute services or require the Contractor to reimburse the Company for the cost of such services.

2. QUALITY CONTROL/MEASUREMENT

- a. The Director of Facility Operations and the Facility Supervisor or designee will be thoroughly familiar with the Contractor's cleaning requirement. All activity information, special performance needs and complaints from building users will be directed to the Facility Supervisor or designee and to be handled jointly with Contractor's Supervisor. Periodic, scheduled area inspections will be performed by the Facility Supervisor or designee and the contractor's on-site supervisor.
 - i. Periodic inspections shall include, but not limited to:
 - ii. Contract expectations
 - iii. Building hygiene quality
 - iv. Safety and security
 - v. Following District policies and practices
 - vi. Complaints
 - vii. Customer satisfaction
 - viii. Facility Operations Department QA Process Attachment "B"
- b. Records will be kept at the Facility Supervisors Office and will be accessible to designated representatives of both the District and the Building Contractor. These records will be utilized in assessing retention/non-retention, or cancellation of Contract at the Contractor's expense. A quarterly report detailing the Contractor's performance will be provided by the Facility Supervisor or designee.
- c. The intent of this contract is to provide clean, well-maintained building facilities at all times. Adherence to the cleaning specifications set forth in the contract will ensure that it is not necessary to invoke any contract penalty. Deduction in payments may be enforced if required duties as provided in the scope of this agreement are not met by the Contractor. Special exceptions may be made by the Facility Supervisor or designee on a case by case basis.

3. STATUS REPORTS

- a. The on-site crew lead will submit a daily status report to the facility supervisor each morning recording the work performed from the previous day.
 - i. All tasks from the Daily Run Schedule (Exhibit E) must be completed everyday.
- b. The contractor's superintendent shall hold a monthly meeting with the area manager, buyer, and facility operations coordinator to review the work being performed, discuss any deficiencies in the Daily run schedules, and discuss any deficiencies in the quality assurance assessments.
 - i. The frequency of this meeting is subject to increase to a weekly meeting at the discretion of the district due to issues such as chronic deficiencies in quality of work provided.

Addendum A

Scope of Work - Paul Sandoval Campus

Paul Sandoval Campus is a multi-building campus with approximately 2022 students and is home to Northfield High School and DSST Conservatory Green High School. There are five buildings on this campus totalling 278,197 sq/ft.

The programs mentioned above all have varying cleaning and support needs

1. SITE ACCESS/PARKING

- a. Employees must check in with the DPS Campus, or designee.
- b. No parking will be allowed in fire lanes, bus lanes or dock area. Employees will park on the northeast parking lot areas.
- c. DPS may provide break space for Contractor's employees at the site.

Storage space may be limited at this site and may require vendor to make alternate arrangements for storage of machines and other equipment items that cannot fit into a standard sized custodial closet

2. WORK HOURS

- a. The Contractor shall provide services 6 days a week, Monday through Saturday with the possibility of Sunday work. Services shall include daytime custodial support as well as evening cleaning services.
 - Typical hours for daytime custodial support are 5:30 a.m. to 2:00 p.m. and 9:30 a.m. to 6:00 p.m. but may be subject to change as determined by the Facility Supervisor or designee to accommodate the needs of the campus. Minimum level of staffing for daytime custodial support should be 2 people to include one daytime lead. Contractor employees should be able to push, pull, carry up to 50lbs and will be physically capable to support snow removal operations and ice mitigation efforts at this campus.
 - Evening cleaning services hours will typically be 4:30 p.m. to 10:00 p.m. but may be subject to change based on campus usage and needs following normal school hours. This shift must include a lead member of the contractors' staff who is able to assign work, ensure quality, and communicate with the facility supervisor or designee and/or customers.
 - **This campus must have custodial coverage at all times from open to close.**
 - The contractor will also ensure on site leadership of employees at all times
- b. Employees may be working alone on the weekends for activities and building use. Shift adjustments may be necessary to accommodate the schedule. Paul Sandoval Campus is a multi-use facility six days a week, as such there will be the need for some additional services on weekends.
 - Typical Saturday hours will generally be from 6:00 a.m. to 5:00 p.m. but may run later as dictated by scheduled campus activities. Custodial services shall include necessary cleaning following weekend activities.
 - **Hours for Sunday and/or holiday activities may vary. If Sunday coverage is needed, the rate quoted for Sunday's in Exhibit A will apply for the number of vendor staff hours needed to support Sunday programs or activities.**
- c. The Contractor shall provide cleaning services in accordance with the District work year [calendar for 245 Custodial employees](#).
- d. [The 245 Custodial Work Year Calendar](#) does not include weekends or holidays.
- e. The Contractor must have substitute employees available to fill in for regular personnel absences such as illness, vacation, personal etc. **The District's expectation is that the building shall not be short staffed at any time to meet cleaning requirements.**
- f. The Contractors' employees shall assist with snow removal as needed. In the event of heavy snowfall or District closure days, "contractors" employees may be called in early to help remove snow, or the Contractor may be asked to provide additional personnel to assist in snow removal. The Contractor is responsible for contacting their employees. The Contractor's employees are expected to be on site to assist with snow removal operations within 2 two hours of notification. The Facility Supervisor or designee shall notify the Contractor that snow removal assistance

is needed. For any employees of the Contractor who are not working to assist in snow removal and are subsequently not working on a District closure day due to snow. The District expects that monthly charges from the Contractor would be adjusted accordingly for the non-working day.

GENERAL CLEANING REQUIREMENTS

Level of Cleanliness

It will be the responsibility of the vendor to provide general daily cleaning, summer deep cleaning, restoration cleaning, and emergency cleaning services for viral/bacterial outbreaks at individual locations in keeping with high standards for an educational institution from the perspective of sanitation, public relations, protection of the physical facility, and occupants. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept as noted in attachment "B". Denver Public Schools Operations Division is requiring the entire building to be cleaned on a Monday through Friday basis. Weekend cleaning will be necessary for any areas following facility use. This would include the following areas

- **Lavatories / Health and Safety**
 - Toilets, urinals, sinks, walls, partitions, floors, ceilings, vents, mirrors, dispensers, trash, drinking fountains, Lights & Fixtures. Multiple daily checks for cleanliness at least three times per day to remove graffiti, re-stock paper products, and address poor user habits.
 - Cleaning of bio-hazards, particularly blood borne pathogen discharge as necessary, as well as emptying Sharpe containers or mitigation of such items on campus.

- **Grounds**
 - Although this site has a vendor performing the majority of grounds tasks, it may be necessary for the cleaning contractor to perform minor grounds responsibilities such as: daily trash and debris pick-up, empty outside trash receptacles, snow removal, ice mitigation, sweeping.

- **Administration Areas**
 - Sweeping, vacuuming, cleaning, waxing, burnishing, edges, corners, walls, trash cans, surfaces, dusting, glass high and ground level, furniture, lights & fixtures etc. in the following areas
 - Cubicles
 - Offices
 - Meeting Spaces
 - Staff Lunch Rooms/Kitchenettes

- **All Other Common Areas**
 - Sweeping, vacuuming, cleaning, waxing, burnishing, edges, corners, walls, trash cans, surfaces, dusting both reachable surfaces and high dusting, ground floor glass (inside and outside), door glass high and ground level, furniture, lights & fixtures etc. in the following areas
 - Multi-Purpose Gym Space
 - Stadium and outside fields
 - Corridors
 - Lobby / Foyer
 - Corridor Floors
 - School and Staff Lunch Spaces
 - Stairs and Stairwells

- **Classrooms**
 - Sweeping, vacuuming, cleaning, floor finish removal, waxing, burnishing, edges, corners, walls, trash cans, surfaces, counters, dusting, glass high and ground level, furniture, lights & fixtures, sinks, doors, etc. in all learning spaces

- **Custodial Areas**
 - Sweeping, vacuuming, cleaning, waxing, burnishing, edges, corners, walls, trash cans, surfaces, dusting, glass high and ground level, furniture, lights & fixtures etc. in the following areas
 - Supply Rooms
 - Storage Rooms

- Custodial Closets
- Auxiliary Rooms
- Equipment Rooms
- Loading Dock

RESTORATION SERVICE REQUIREMENTS

- Burnish finished floors
- Scrub and re-coat finished floors
- Remove floor finish and re-coat finished floors
- Extract carpets
- High wall cleaning and dusting
- High fixture cleaning and dusting
- Window cleaning high and ground level
- Classroom and admin area furniture cleaning

GENERAL SUPPORT SERVICE REQUIREMENTS

A school setting is very customer service oriented and requires other custodial services besides cleaning. Contracted employees will be required to assist school staff and DPS facility management with other tasks to include but not limited to the following:

- Hang and take down flag
- Open and close (secure) building, internal and external
- Move furniture
- Assist facility supervisor or designee with service requests from customers.
- Move items for educational staff
- Re-locate and put away school supplies
- Set up and tear down for community use events
- Set up and tear down for school athletic events
- Etc.

2. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- a. To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below and in Section II. The District reserves the right to reject submittals that do not follow the requested format.

SECTION A- Required Forms. Submit the signed completed Vendor Acknowledgement from this Request for Proposal. Code of Conduct and Conflict of Interest Certification- submit the signed completed Section V. form with Proposal. Vendor shall provide a copy of their Certificate of Insurance and W-9.

SECTION B- Management Summary. Include a management summary, which provides an overview of proposed equipment and/or services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

SECTION C- Pricing.

A Submit a price proposal to perform all services detailed in your scope of work.

B Submit any other pricing/cost data necessary to carry out the project.

SECTION D-Technical Summary. Include a summary of your technical offering; an overview of products and services to be provided to the District. Include within this section, technical descriptions, drawings, plans, and specifications as related to your offering.

SECTION E- Project Schedule and Implementation Plan. Provide a detailed implementation plan.

SECTION F- Vendor Profile. Provide a Vendor Profile to include, in the following order:

- A. The length of time the Vendor has been in business under the current business name and previous names of the firm, if any.
- B. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District)

- C. Provide resumes, staff experience, training and relevant certifications for key personnel listed.
- D. An outline of the Vendor's background and overall qualifications.
- E. Provide a minimum of three K-12 client references for which you have provided a similar scope/service as requested in this solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Denver Public Schools on similar projects.
- F. List the names of the subcontractors/partners you might expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on a project. Also include the names and resumes of any key subcontractor personnel who may be working on a project.
- G. List any current litigation, outstanding judgments and liens with which your company is presently involved.
- H. Provide copies of all pertinent licenses, if required, to perform the services listed in the statement of work.

SECTION G – Redacted Bid Response

3. EVALUATION CRITERIA / METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing Facilities. The evaluation team will evaluate and score proposals based upon the established criteria below:

<i>Category</i>	<i>See</i>	<i>Points</i>
Bidders Capabilities		
<ul style="list-style-type: none"> • Terms and conditions compliant, Code of Conduct form 	Page 3, 26	10
<ul style="list-style-type: none"> • Description of firm and organization, size and background 	Page 24 Section E, A,B,C,D	
<ul style="list-style-type: none"> • Followed specified format requirements 	Page 24	
Past Performance and References		
<ul style="list-style-type: none"> • Past performance for similar requirements and systems 	Page 24 Section E	20
<ul style="list-style-type: none"> • Relevant references - School Districts, Municipalities or other industries for compensation experience 	Page 24 Section E	
Requirements		
<ul style="list-style-type: none"> • As defined in fulfilling the desired features and functions as described by the scope. 	Page 12	50
Pricing/Value Added Components		
<ul style="list-style-type: none"> • Pricing form 	Page 24 section C	20
Total		100

- a. **Round One:** Evaluation scores will be based upon the written Responses provided to the District for the Solicitation using the table above. After all Responses have been evaluated and scored, if necessary, the Committee will invite a limited number of the highest scoring Responses to participate in “Round Two” where they will be able to present to the Evaluation Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written Responses have been collected, evaluated and scored.

Please Note: Round One will have a maximum point value of 100.

Please Note: The overall score from Round One is only used to determine the Round 2 participants.

- b. **Round Two (if necessary):** Will be an on-site presentation/interview to and access to vendor sandbox environment for the Committee and other interested parties. Vendors will be notified via e-mail that they have been invited to participate in this round. Round Two will be based on a ranking scale. Vendors will be given further information with their invitation to present and the finalist will be determined based upon the ranking scale.

REQUEST FOR PROPOSAL BD2127

SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION

I, _____, certify as an authorized representative of [_____], that I have read the District’s ethical and purchasing policies, as listed below¹, related to my company conducting business with the District. I understand that the District’s policies and regulations shall operate as a Code of Conduct. I agree to follow the District’s Code of Conduct, and any legal and regulatory requirements applicable to my company’s performance, work or contract, and that violating the District’s Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

I have read the Code of Conduct, as listed below, which among other things, restates the District’s policies prohibiting certain activities deemed illegal, unethical or against the best interest of the District. I accept and agree to the restrictions stated in the Code of Conduct. I hereby certify that I will comply with the Code of Conduct and to the best of my knowledge, all of my employees, subcontractors, and personnel under my supervision are aware of the Code of Conduct and will comply with its terms. I know and agree that it is incumbent upon me, and my employees to perform satisfactorily and to follow and comply with the District policies and rules as they are issued or modified from time to time.

I understand the District’s Code of Conduct is a general guide to acceptable and appropriate behavior, and that I am expected to comply with it even though it may not contain all of the details and information needed during the course of my performance and work with the District.

During the period of time of my business relationship with the District, at no time will I, or any employee of mine: (i) engage in human trafficking or procure a commercial sex act; or (ii) use forced labor in the performance of my company’s performance, work or contract with the District, including but not limited to, prison labor, indentured or slave labor, or bonded labor. I understand that if I, or any employee of mine, engage in any such activities my company’s performance, work or contract may be immediately terminated by the District without penalty.

Further, when dealing with District employees, I will adhere to the highest ethical standards of business conduct. When seeking the resolution of regulatory or ethical issues affecting my company’s interests I will do so solely on the basis of merit and pursuant to proper procedures in dealing with the District and its employees. At no time will I, or any employee of mine offer, provide or solicit, directly or indirectly, any special treatment or favor in return for anything of economic value, or the promise or expectation of future value or gain. In addition, there shall be no entertaining of District employees with the expectation of receiving any future value or gain.

I will not accept or offer gifts, employ any person who is working for the District, nor do I have any close,² or immediate family³ relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee’s ability to make judgments solely in the District’s best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the future, directly or indirectly, cash or a gift of more than nominal value (\$25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

Printed Name

Signature

Date

¹ Board Member Conduct Policy; **BCB** Board Member Conflict of Interest Policy; **DJ** Purchasing Policy; **DJA** Purchasing Authority Policy and regulation; **DJB** Purchasing Procedures Policy; **DJE** Bidding Practices Policy; **DJG** Vendor Relations Policy; **DJGA** Sales Calls and Demonstrations Policy; **DK** Stewardship of Funds Policy; **GBEA** Conflict of Interest Policy; and **GBEBC** Gifts To and Solicitations by Staff Policy.
² Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District.
³ Immediate family means... spouse, partner in a civil union, children, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA



DPS's mission is to provide all students the opportunity to achieve the knowledge and skills necessary to become contributing citizens in our society.

With this purpose comes responsibility: we must ensure that we fulfill DPS's commitments while upholding a high standard of integrity and ethical business conduct. We are proactively taking steps to assist in that aim by implementing IntegraReport.

Letter from the CFO

To **anonymously** submit information on potential fraud, waste, or abuse of District property, assets, and resources, please visit:

IntegraReport.com

DPS Subscriber Code: **DPSK12**

You can also call our automated phone hotline 24 hours a day, seven days a week

855-858-3344

EXHIBIT A

Pricing Worksheet

Paul Sandoval Campus

Vendor Name: _____

Description	Unit Price
<p>The Denver Public Schools will be contracting with janitorial service companies for cleaning of the campus above in accordance with the scope of work and guidelines as outlined in this solicitation. Please provide the price for the total annual cost for these services for this site individually that your company is submitting on.</p>	<p>\$</p>
<p>Hourly rate for services provided by the Contractor for additional duties requested by the District or for Sunday coverage when needed.</p>	<p>\$</p>
<p>Hourly rate for overtime services provided by the Contractor for additional duties requested by the District when applicable.</p>	<p>\$</p>
<p>Additional overhead charges.</p>	<p>\$</p>
<p>Number of personnel provided by Contractor to perform scope of duties as defined in Attachment B and C and as outlined in this proposal. Please indicate both day and evening personnel as well at full-time or part-time.</p>	
<p>The personnel your company provides are required to be employees of the Contractor and experienced janitorial staff. Can your company meet this requirement?</p>	<p style="text-align: center;">Yes No</p>
<p>Is your company willing to work along-side Denver Public Schools employees?</p>	<p style="text-align: center;">Yes No</p>
	<p>\$</p>

EXHIBIT B

Building Inspections and Quality Assurance Program

The condition and cleanliness of our facilities impacts many different departments, programs, and customers throughout Denver Public Schools. If the building environment and infrastructure is not conducive to the academic needs, it can negatively impact the educational process, which impedes the success of district goals. The role of our department is critical to the success of districts goals by supporting the academic mission and ensuring buildings are safe, well maintained, clean, and properly prepared for the day-to-day activities and programs. The condition of our facilities can also play a key role in influencing parents to decide whether or not to enroll their children in a Denver Public School.

To ensure quality and consistency of services, the District has implemented a quality assurance program. The objective of this program is to create consistent standards and expectations for the services provided. It is our intent in facility management to instill a culture of quality, high expectations, and excellent customer service.

A scoring system has been established as guidance in meeting building and zone condition expectations. Individual categories will be graded on a 1 – 5 scale. This scoring system is based on the condition of the lowest scoring area, (per criteria), in the facility and not an average. The only categories not consistent with these ratings are “Safety” and “Odor” which are evaluated with a 1 or 4 only. A one (1) is an unfavorable condition and a four (4) meets expectations. Scoring system details:

- 1 – Priority Watch (A condition visibly neglected and have not been worked on for the full time period outlined XXX)
- 2 – Watch (A condition with visible soil,marks, dust and/odor buildup; a quick job was done and without care.)
- 3 – Approaching Meets (A condition found to have visible soil, marks, dust and/or building to make the item appear dirty.)
- 4 – Meets Standards (A condition where little to no soil, marks, dust and/or buildup on the item assessed and appears clean.)
- 5 – Distinguished (A condition cleaned with the utmost detail and thoroughness and exceed the guidelines.)

As categories are scored, ratings will equate to an overall “Building Condition Index”. It is the district’s expectation to sustain a 68 or above building condition index at all times on the monthly operations building assessments. Minimum score is subject to change at the discretion of the district. Any changes in the minimum allowable score will be communicated to the superintendent in the monthly status report meeting.

After award of contract, a preliminary walk through shall be performed with the superintendent to demonstrate and explain the building inspection and quality assurance program.

EXHIBIT C

District Pre-Approved Chemical List for Contractors

1. **CREW NEUTRAL DISINFECTANT/CLEANER**
Item # **JWP3364707** Manufacturer: **DIVERSEY**
2. ***95 MILD BOWL CLEANER, ACID, QUART, 12 PER CASE**
Item # **SPA7115-12-C** Manufacturer: **SPARTAN CHEMICAL COMPANY**
3. **OXIVIR® TB DISINFECTANT, 1 QUART PER BOTTLE, 12 BOTTLES PER CASE**
Item # **JWP4277285** Manufacturer: **DIVERSEY**
4. **SPEEDBALL™ HEAVY-DUTY CLEANER, NON-BUTYL, CONCENTRATED, PURPLE CITRUS SCENT, 1.5 LT., 2 PER CASE**
Item # **JWP95892175** Manufacturer: **DIVERSEY**
5. **GP FORWARD™ RTD® GENERAL PURPOSE CLEANER, GREEN WITH A CITRUS SCENT, 5 LITERS**
Item # **JWP93145408** Manufacturer: **DIVERSEY**
6. **PROMINENCE FLOOR CLEANER HEAVY-DUTY RTD® 5 LT, 1 EA for Wood Floors**
Item # **JWP94996458** Manufacturer: **DIVERSEY**
7. **RTD STRIDE CITRUS NEUTRAL CLEANER, ORANGE, 5 LITER**
Item # **JWP93063390** Manufacturer: **DIVERSEY**
8. **GLANCE OR NON-AMMONIATED**
Item # **JWP93063402** Manufacturer: **DIVERSEY**

Exhibit D

Sample District Contract

DENVER PUBLIC SCHOOLS

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of _____ (“Effective Date”), and is between School District No. 1 in the City and County of Denver and State of Colorado (the “District”) and _____, as reported to the IRS and indicated on your W-9 (“Contractor”) (each a “Party” and collectively “Parties”).

In consideration of the mutual promises of this Agreement, the Parties agree as follows:

ARTICLE 1 BACKGROUND

- 1.1 The District has the statutory authority to contract with persons, firms, consultants and/or entities for the provision of services to the District.
- 1.2 The District has determined that a need exists to retain an independent contractor to provide the Services, as defined herein.
- 1.3 Contractor is qualified to provide the Services, as defined herein.

ARTICLE 2 DEFINITIONS

- 2.1 “*Completion Schedule*” means a completion schedule and a range of mutually acceptable work hours established through a written agreement by the Parties for the Services, as defined herein, listed in Schedule A.
- 2.2 “*Confidential Information*” means information and materials in oral, written, graphic or electronic form that is non-public, confidential and/or proprietary relating to the Party, including without limitation, student records, records, notes, data, reports, data sources, reference materials, sketches, drawings, memoranda, disks, documentation, research, development, processes, procedures, marketing techniques and materials, marketing and development plans, purchasing information, price lists, cost and pricing policies, financial information, intellectual property, and all other information of a secret or confidential nature.
- 2.3 “*Contract Sum*” is the total amount payable by the District to the Contractor for performance of the Services, as defined herein, listed in Schedule A.
- 2.4 “*De-identified Information*” means Confidential Information from which all Personally Identifiable Information or PII, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.
- 2.5 “*Employee Benefits*” means any employer withholdings or liability for: (a) taxes, FICA, Medicare or Medicaid; (b) medical or disability insurance; (c) vacation or leave; (d) pension; or (e) unemployment insurance or worker's compensation insurance.
- 2.5 “*Materials*” means all deliverables, reports and written documents expressly prepared for, or submitted to the District by Contractor while performing the Services, as defined herein.
- 2.6 “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student's name; (b) the name of the student's parent or other family members; (c) the address or phone number of the student or student's family; (d) personal identifiers such as the student's state-assigned student identifier, social security number, student number or biometric record; (e) indirect identifiers such as the student's date of birth, place of birth or mother's maiden name; and (f) demographic attributes, such as race, socioeconomic information, and gender.
- 2.7 “*Services*” means the scope of Services Contractor shall perform for the District listed in Schedule A. Contractor may not perform any Services prior to the execution of this Agreement.

ARTICLE 3 PAYMENTS AND TRAVEL EXPENSES

- 3.1 The District has no obligation to make any payments to Contractor if Contractor performs any Services prior to the execution of this Agreement.
- 3.2 The District does not pre pay or make deposit for Contractor's performance of the Services. The District issues all payments after Contractor completes the Services. Once Contractor has completed the Services, Contractor shall submit invoices to the District for request of payment on the terms and conditions specified in Schedule A.
- 3.3 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the District, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
- 3.4 The District shall not have responsibility for payments to a subcontractor or supplier.
- 3.5 Travel Expenses must be approved by the District on the terms and conditions specified in Schedule B. Contractor shall submit all itemized receipts and supporting documentation to receive payment for its Travel Expenses. No other types of expenditures are reimbursable.

ARTICLE 4 GENERAL SCOPE OF SERVICES

- 4.1 **Supervision.** Contractor shall supervise and direct the Services using the Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the Services.
- 4.2 **Labor and Materials.** Unless otherwise provided in Schedule A, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Services.
- 4.3 **Correction of Services.** The Contractor shall promptly correct all deficiencies and/or defects in the Services and/or any work that fails to conform this Agreement. All corrections shall be made within seven (7) calendar days after reported by email from the District to the Contractor. The Contractor shall bear all costs of correcting such rejected Services. If the Contractor fails to correct the work within the period specified, the District may correct it in accordance with Article 4 of this Agreement or take any action pursuant to Article 9 of this Agreement.
- 4.4 **District's Right to Change the Services.** The District, without validating the Agreement, may order changes in the Services within the general scope of the Agreement, consisting of additions, deletions or other revisions, and the Contract Sum and Completion Schedule shall be adjusted accordingly, in writing. If the District and Contractor cannot agree to a change in the Contract Sum, the District shall pay the Contractor its actual costs.
- 4.5 **District's Right to Stop the Services.** If Contractor fails to correct the Services that is not in accordance with this Agreement, District may direct Contractor in writing to stop the Services until the correction is made.
- 4.6 **District's Right to Carry Out the Services.** If Contractor defaults or neglects to carry out the Services in accordance with this Agreement and fails within a seven (7) day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to other remedies, correct such deficiencies at the cost of the Contractor.

ARTICLE 5 EMPLOYEES

- 5.1 **Status.** All employees of Contractor shall be considered to be, at all times, employees of the Contractor, under its sole discretion, and not an employee or agent of the District.
- 1) The District may require Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.
 - 2) Contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Contractor receives prior written permission.
 - 3) In accordance with the District's policy regarding the use of tobacco products, no employee of the Contractor shall be permitted to use tobacco products when performing work on District property.

- 4) To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Contractor should be coordinated through the Strategic Sourcing Department.

ARTICLE 6 COMPLIANCE WITH LAW AND DISTRICT POLICIES

- 6.1 **Compliance With Law/District Policies.** Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of the Services including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.
- 6.1 **District Standards.** All Services and Materials provided under this Agreement must follow the specifications, standards and procedures of the District, including, but not limited to: [Facility Management Custodial Operations: Service Task Standards](#)
- 6.2 **Immigration.** Contractor shall not knowingly employ an undocumented person who shall perform the Services and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform the Services, through participation in the "E-Verify" Program administered by the Social Security Administration and Department of Homeland Security, or the Colorado Department of Labor and Employment Program established pursuant to CRS §8-17.5-101 & 102. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor does not knowingly employ or contract an undocumented person to perform the Services. If Contractor has actual knowledge that a subcontractor is employing or using an undocumented person to perform the Services, Contractor shall notify the subcontractor within three (3) days and will terminate this Agreement if a subcontractor does not stop employing or using the undocumented person within three days of receiving the notice. Contractor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5) by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the District may terminate this Agreement and, if so terminated, Contractor shall be liable for damages.
- 6.3 **Contractors Debarred, Suspended, or Proposed for Debarment.** Contractor, to the best of its knowledge and belief, represents that Contractor and/or any of its principals, officers, directors, owners, partners, or a person having primary management or supervisory responsibilities within a business entity, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency of the Federal, State or local government; (b) has not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract or for violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and (c) is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the aforementioned offenses enumerated in this paragraph; and (d) has not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and (e) has not within a three-year period preceding this offer, had one or more contracts terminated for default by any agency of the Federal, State or local government.
- 6.4 **Open Records.** The Parties understand that this Agreement and the Materials may be subject to the Colorado Open Records Act, § 24-72-201, et seq., C.R.S. (2011), and that in the event of a request to the District for disclosure of such information, the District will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its confidential and/or proprietary material. In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.
- 6.5 **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. Conducting a Colorado Bureau of Investigation criminal history check or a Name Check investigation for any person providing services under this Agreement does not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Agreement shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.

- 1) Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Agreement. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

- 6.6 **Conflict of Interest.** Contractor cannot be related to any District employee if such a relationship would create a material financial interest or result in the violation of DPS Board Policy GBEA by either Contractor or the District employee. Contractor agrees to abide by the Code of Conduct and Conflict of Interest Certification as shown in Schedule C.

ARTICLE 7 INSURANCE AND LIABILITY

- 7.1 **Insurance.** See Schedule D. Contractor must submit proof of insurance to the District at the time of execution of this Agreement.
- 7.1 **Performance Bond.** The Owner reserves the right to require the Contractor to provide a contractor's performance and payment bond on forms supplied by the Owner, executed by a surety licensed or authorized to transact such business in the State of Colorado and acceptable to the Owner, in the full amount of the Contract Sum. The bond shall be required for any projects that are equal to or greater than fifty thousand dollars (\$50,000) in total contract value and must contain terms that comply with all the requirements of C.R.S. § 38-26-105 and -106 and any greater requirements imposed by this Agreement. If at any time a surety on such a bond becomes insolvent or loses its right to do business in the State of Colorado, the Owner may require another surety acceptable to the Owner, which the Contractor shall furnish within ten (10) days after receipt of written notice to do so. The term of the performance bond shall commence on the effective date of the Contract and shall not be withdrawn until the end of the Warranty Period as specified herein unless the Owner, in its sole and absolute discretion, approves the substitution of a warranty bond during the Warranty Period.
- 7.2 **Indemnification.** Contractor agrees to indemnify, defend and hold the District harmless from and against any claim, cause of action, judgment, loss, demand, suit, or legal proceeding brought against the District or its employees, officers, representatives, or agents, which arises directly or indirectly from any act or omission of Contractor, including but not limited to any misconduct or neglect by Contractor and/or its employees, subcontractors, or agents. Furthermore, to the maximum extent permitted by law, Contractor will defend the District from any claim and will indemnify the District against any liability for any Employee Benefits for the Contractor and/or any of its employees, subcontractors, or agents, imposed on the District; and Contractor will reimburse the District for any award, judgment or fine against the District based on the position Contractor and/or any of its employees, subcontractors or agents, who provides the Services was ever the District's employee, and all attorneys' fees and costs the District reasonably incurs defending itself against any such liability. The obligations created under this Article will survive the expiration or termination of this Agreement.

ARTICLE 8 DEFAULT AND REMEDIES

- 8.1 **Right to Injunction.** Contractor further agrees that, if Contractor violates any representation, warranty or certification of this Agreement, it would be difficult to determine the damages the District would suffer including, but not limited to, losses attributable to the disclosure, theft and/or misuse of Confidential Information. Accordingly, Contractor agrees that if Contractor violates any representation, warranty or certification of this Agreement, the District will be entitled to an Order for injunctive relief and/or for specific performance, or their equivalent, from a court, including requirements that Contractor take action or refrain from action to preserve the secrecy of Confidential Information. To protect the District from additional damages, Contractor agrees the District does not need to post a bond to obtain an injunction and waives Contractor's right to require such a bond.
- 8.2 **Dispute Resolution.** The District and Contractor shall endeavor to resolve claims, disputes and other matters in question between them first by good faith discussions amongst the senior executives of each Party. The Parties shall mutually agree as to the process by which these discussions shall occur. If the Parties are not able to resolve the dispute through good faith discussions then the

Parties shall endeavor to resolve the dispute through mediation, upon mutual agreement of the Parties. A request for mediation shall be made in writing, delivered to the other Party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution. The Parties shall equally share the mediator's fee and any filing fees jointly. The mediation shall be held in Denver, Colorado. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 8.3 **Notices, Process.** Any notice this Agreement requires must be in writing and will be effective only if hand-delivered or sent by certified U.S. mail, return receipt requested, to the Party entitled to receive the notice at Contractor's address provided in this Agreement, while the District's notice address is as follows: Denver Public Schools, Director of Strategic Sourcing, 780 Grant Street, Denver, Colorado 80203; or at such other address that either Party may provide later to the other Party. Each Party agrees to waive service of process in any action brought to enforce or to interpret this Agreement and the Parties further agree that service of the complaint and any other pleading, discovery, order or document in any such action that would otherwise have to be served by personal service will be deemed served three (3) days after being sent to the other Party and that Party's attorney as provided above.
- 8.4 **Force Majeure.** Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

ARTICLE 9 TERM AND TERMINATION

- 9.1 **Term.** This Agreement, unless terminated earlier as provided herein, shall commence as of the Effective Date and shall terminate on _____ (the "Term"). Contractor agrees and acknowledges that the District has no obligation to extend this Term, or contract for the provision of any future services, and makes no warranties or representations otherwise.
- 9.2 **Termination for Convenience.** The District may, at any time, terminate this Agreement for the District's convenience and without cause, upon sending a thirty (30) days written notification containing the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated, to the Contractor. The Contractor shall be entitled to receive payment for the Services performed by the Contractor prior to termination. Contractor shall be entitled to no further compensation of any type from the District.
- 9.3 **Termination for Cause.** The District may terminate this Agreement immediately without prior notice if any of the following occurs:
- 1) If Contractor fails to perform the Services in a manner satisfactory to the District as per specifications, including delivery as specified;
 - 2) If Contractor commits an act of fraud, dishonesty, or any other act of negligent, reckless or willful misconduct in providing the Services to the District;
 - 3) If any contract by the District with any third party on which this Agreement substantially depends is terminated or the District is unable for any other reason to provide services to the party/parties to that contract;
 - 4) If any circumstance beyond the District's control, including, but not limited to, financial constraints imposed by action of the legislature or Governor of the State of Colorado, prevents it from providing services or otherwise hinders, delays, or prevents the District from receiving revenue or income or increases its overhead to an extent the District reasonably decides to reduce or modify its operations; or
 - 5) If Contractor is otherwise guilty of a substantial breach of a provision of this Agreement.
 - 6) When the District terminates this Agreement for one of the reasons stated above, Contractor shall not be entitled to receive further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the cost of completing the Services, and other damages incurred by the District and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the District. This obligation for payment shall survive termination of this Agreement.
- 9.5 **No Claim Against District.** Upon termination of this Agreement by the District pursuant to this Article 9, Contractor will not have any claim against the District by reason of, or arising out of, incidental or relating to termination, except for compensation for the

Services satisfactorily performed. In the event that this Agreement is terminated prior to the expiration date, Contractor will submit any and all outstanding reports and information requested by the District within ninety (90) days from the date of early termination.

- 9.6 **Termination/Unauthorized Approval.** If this Agreement is made contrary to the District's Board of Education Policies, including, but not limited to, Policies DJ, DJA, DJE, DJG and DJGA, this Agreement shall be void and wholly without effect and shall not be binding upon the District in any manner.

ARTICLE 10 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 10.1 **Confidential Information Belongs Solely To The Disclosing Party.** All Confidential Information is the exclusive property of the Party disclosing such Confidential Information (the "Disclosing Party"). The Party receiving such Confidential Information (the "Receiving Party") therefore agrees that:

- 1) At all times while this Agreement is in effect, Receiving Party will keep secret and will not disclose to any third party, take or misuse any Confidential Information, or any other confidential and/or proprietary information Receiving Party acquires or has access to.
- 2) At all times while this Agreement is in effect, Receiving Party will not use or seek to use any Confidential Information for Receiving Party's own benefit or for the benefit of any other person or business or in any way adverse to the Disclosing Party's interests.
- 3) If Contractor has received any Confidential Information during the Term of this Agreement, Contractor may use De-identified Information for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services provided that Contractor removes all Personally Identifiable Information.
- 4) In the event Contractor uses or discloses any De-identified Information, Contractor hereby agrees, represents, and warrants to the District that Contractor has made a reasonable determination that all Personally Identifiable Information has been permanently removed so that no personal identification can be made. In no event shall Contractor or any of the Contractor's employees, agents, contractors, or representatives re-identify or attempt to re-identify any De-identified Information. Contractor will indemnify, defend and hold harmless the District and the District's affiliates, officers, directors, and employees from and against any third party claims, demands, causes of action, judgments, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from or relating to Contractor's or any of the Contractor's employees, agents, contractors, or representatives unauthorized use, misuse, or illegal use of De-identified Information.
- 5) On the District's request, Contractor will execute a separate Data Protection Addendum if the District believes it is necessary given the Services Contractor provides under this Agreement.
- 6) After termination of this Agreement, Receiving Party will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any Confidential Information.
- 7) Receiving Party will promptly advise the District of any unauthorized disclosure or use of Confidential Information by any person or entity.

- 10.2 **Copyright and Other Intellectual Property Rights.** To the extent the Materials may be subject to patent, copyright, trade secret, or proprietary rights of any kind:

- 1) Contractor warrants and represents that the Materials are original and have not been published; that the Materials do not infringe upon any statutory copyright, common law right, proprietary right, or any other right whatsoever. Contractor agrees to indemnify and hold the District harmless against any claim of infringement of the Materials or of any patent, copyright, trade secret or other proprietary rights of third parties.
- 2) Contractor agrees to secure permission in writing from any third parties whose works are utilized in whole or in part by Contractor in the preparation of the Materials. Contractor will notify the District as to what degree the third party's works were used, as well as any limitations placed on the use of those third party's works.
- 3) Contractor agrees and acknowledges that the District is the exclusive owner of the Materials, and any related patent, copyright, trade secret, trademark, service mark, or any other proprietary rights in the Materials, are owned exclusively by the District. To the extent the Materials are copyrightable, they shall be deemed to be works made for hire. To the extent that any Materials may not, by operation of law, be works made for hire, Contractor hereby assigns to the District

the ownership of copyright in the Materials and the District shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in the deliverable Materials. Contractor agrees to give the District or its designees all assistance reasonably required to perfect such rights.

- 4) To the extent that any pre-existing materials are contained in the Materials, the Contractor grants to District an irrevocable, non-exclusive, worldwide, royalty-free license to (i) use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing materials and derivative works thereof, and, (ii) authorize others to do any, some or all of the foregoing.
- 5) No license or right is granted by the District to Contractor, either expressly or by implication, estoppel or otherwise, to publish, reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform the Materials, either during or after the termination of this Agreement, without a written agreement signed by an authorized representative of the District.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.1 **Non-Solicitation.** Neither Party shall not solicit directly nor indirectly any of the District's employees or contractors for a period of two years following the termination of this Agreement without prior written consent of the other Party, but only to the extent permitted by law and only for those employees introduced to the other Party under the terms of this Agreement. Notwithstanding the foregoing, advertisements in newspapers and trade publications, electronic job boards or unsolicited actions initiated by an employee in an attempt to seek employment shall not constitute solicitation as used herein.
- 11.2 **No Unauthorized Use of Names, Logos and/or Trademarks.** Neither Party will use the other's name, logo, and/or trademark in any advertisement, promotion, business card, etc. without the other Party's prior written consent in each instance.
- 11.3 **Entire Agreement.** This Agreement and all exhibits hereto constitute the entire agreement between the Parties with respect to the Services and all prior proposals are hereby terminated.
- 11.4 **Choice of Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be construed pursuant to the substantive, not conflicts, laws of the State of Colorado. Each of the Parties submits to the exclusive jurisdiction of any state sitting in or federal court with jurisdiction over Denver County, Colorado, in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect to any such action or proceeding.
- 11.5 **Governmental Immunity.** No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).
- 11.6 **Partial Invalidity.** The invalidity of any provision of this Agreement shall not impair or affect the validity of the remaining portions hereof, and this Agreement shall be construed as if such invalid provision had not been included herein.
- 11.7 **Assignment Prohibited.** Contractor cannot assign the Services under this Agreement.
- 11.8 **Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.
- 11.9 **Electronic Signatures And Electronic Records.** Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the District in the manner specified by the District. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SCHOOL DISTRICT NO. 1

CONTRACTOR [COMPANY NAME]

By: _____

By: _____
DPS Signer and Title

Signer and title

By: _____
Staci Crum, Director, Financial Operations

SAMPLE

Remaining/Unfinished Daily Building Tasks

SCHOOL Montbello High School Vendor Triad DATE 4/8/2021

Shift: 1:30 PM - 10:00 PM

Classroom/Offices

Sweep @8min/1000 Sq. Ft.			Trash @ 1min/1000 Sq. Ft.			Periodical			
Room	Sq. Ft.	Time	Room	Sq. Ft.	Time	Room	Sq. Ft.	Time	Total Time
101	665	0:05:19	204	200	0:01:36	201	800	0:06:24	0:13:19
102	831	0:06:39			0:00:00			0:00:00	0:06:39
126	850	0:06:48			0:00:00			0:00:00	0:06:48
125	1006	0:08:03			0:00:00			0:00:00	0:08:03
124	967	0:07:44			0:00:00			0:00:00	0:07:44
		0:00:00			0:00:00			0:00:00	0:00:00
		0:00:00			0:00:00			0:00:00	0:00:00
		0:00:00			0:00:00			0:00:00	0:00:00
Total	4319	0:34:33		200	0:01:36		800	0:06:24	0:42:33

Restrooms

Room	# Fixtures	Time	Room	# Fixtures	Time	Room	# Fixtures	Time	Total Time
107	6	0:18:00			0:00:00			0:00:00	0:18:00
104	8	0:24:00			0:00:00			0:00:00	0:24:00
Total	14	0:42:00		0	0:00:00		0	0:00:00	0:42:00

Corridor Floors

Carpet			Autoscrub						
Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Total Time
115	600	0:04:48			0:00:00			0:00:00	0:04:48
		0:00:00			0:00:00			0:00:00	0:00:00
Total	600	0:04:48	Total	0	0:00:00	Total	0	0:00:00	0:04:48

Corridor Floors

Tile			Autoscrub						
Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Total Time
103	1997	0:05:59			0:00:00			0:00:00	0:05:59
100	2475	0:07:26			0:00:00			0:00:00	0:07:26
105	1600	0:04:48			0:00:00			0:00:00	0:04:48
Total	6072	0:18:13	Total	0	0:00:00	Total	0	0:00:00	0:23:01

Common Areas

Dry Clean/Walls			Gym			Clean Locker Room		
Covering	Hard/Poly	Time	Gym	Autoscrub	Wood/Poly	Covering	Sq. Ft.	Total Time
102	2999	0:18:00	102	2999	0:35:59			0:00:00
		0:00:00			0:00:00			0:00:00
Total	2999	0:18:00	Total	2999	0:35:59	Total	0	0:53:59

LMC Room			M.P.R. Room			Auditorium Room		
Covering	Tile	Time	Covering	Tile	Time	Covering	Tile	Total Time
		0:00:00			0:00:00	Auditorium	2289	0:34:20
		0:00:00			0:00:00	Auditorium	2289	0:34:20
Total		0:00:00	Total		0:00:00	Total	2289	0:34:20

Hallway walls/ windows

Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Corridor	Sq. Ft.	Time	Total Time
121	190	0:00:34	118a	123	0:00:22			0:00:00	0:00:56
		0:00:00			0:00:00			0:00:00	0:00:00
Total	190	0:00:34		123	0:00:22		0	0:00:00	0:00:56

Stairwells

Stairwell	Sq. Ft.	Time	Stairwell	Sq. Ft.	Time	Stairwell	Sq. Ft.	Time	Total Time
A1	398	0:05:58			0:00:00			0:00:00	0:05:58
A2	448	0:06:43			0:00:00			0:00:00	0:06:43
A3	449	0:06:44			0:00:00			0:00:00	0:06:44
Total	1295	0:19:26		0	0:00:00		0	0:00:00	0:19:26

Time of unfinished Tasks	3:36:15
% of Daily Tasks	14%

LEVEL OF PERFORMANCE						
PRIORITY WATCH	WATCH	APPROACHING MEETS	MEETS	DISTINGUISHED		
1	2	3	4	5		
Items scored as 1 are visibly neglected and have not been worked on for the full time period outlined in the Service Task Standards.	Items scored as a 2 have visible soil, marks, dust and/or odor buildup; a quick job was done and without care.	Items scored as a 3 were found to have visible soil, marks, dust and/or buildup to make the item appear dirty.	Items scored as a 4 were cleaned in accordance to the guidelines created by the Operations division. There is little to no soil, marks, dust and/or buildup on the item assessed and appears clean.	Item scored as a 5 were cleaned with the utmost detail and thoroughness and exceed the guidelines created by the Operations division. There is no soil, marks, dust and/or buildup on items assessed and appear clean.		
<p>RESTROOMS</p> <p><i>minimum</i> - the least or smallest amount or quantity possible, attainable, or required.</p> <p>If scored a 5 you're distinguished. No intervention or action needed to be taken, awesome job!</p>	mirrors	Excessive streaks, spots and smudges. Excessive dust on tops of mirrors. Mirrors were neglected.	Abundant streaks, spots and smudges. Excessive dust on tops of mirrors.	Moderate streaks, spots and smudges. Moderate dust on tops of mirrors. Paper found in edges of mirrors.	Minimal streaks, spots and smudges. Minimal dust on tops of mirrors.	Mirrors are free of streaks, spots, smudges and dust. Minimum amount of streaks, spots and smudges. Minimum dust on mirrors.
	toilets	Excessive amount of soil and residue on flush assemblies, sides, fronts, tops, lids and inside of toilets. Abundant amount of mineral deposits on flush assemblies of toilets. Minimum amount of bodily fluids on tops, sides, fronts and seats of toilets. Moderate or more bodily fluids underneath toilets. Toilets were neglected.	Abundant amount of soil and residue on flush assemblies, sides, fronts, tops, lids and inside of toilets. Moderate amount of mineral deposit on flush assemblies of toilets or rings present in bowl. Minimal bodily fluids underneath toilets.	Moderate amount of soil, residue on flush assemblies, sides, fronts, tops, lids and inside of toilets. Minimal amount of mineral deposit on flush assemblies of toilets.	Minimal amount of soil, residue on flush assemblies, sides, fronts, tops, lids and inside of toilets	Flush assemblies, sides, fronts, tops, lids and inside of toilets are free of soil, residue and mineral deposits. Minimum amount of residue on flush assemblies, sides, fronts, tops, lids and inside of toilets.
	urinals	Excessive amount of soil and residue on flush assemblies, sides, fronts, tops and inside of urinals. Abundant amount of mineral deposits on flush assemblies of urinals. Minimum amount of bodily fluids on tops, sides and fronts of urinals. Moderate or more bodily fluids underneath urinals. Urinals were neglected.	Abundant amount of soil and residue on flush assemblies, sides, fronts, tops and inside of urinals. Rings present in urinal. Moderate amount of mineral deposit on flush assemblies of urinals. Minimal bodily fluids underneath urinals.	Moderate amount of soil, residue on flush assemblies, sides, fronts, tops and inside of urinals. Minimal amount of mineral deposit on flush assemblies of urinals.	Minimal amount of soil, residue on flush assemblies, sides, fronts, tops and inside of urinals.	Flush assemblies, sides, fronts, tops and inside of urinals are free of soil, residue and mineral deposits. Minimum amount of residue on flush assemblies, sides, fronts, tops and inside of urinals.
	walls & partitions	Excessive amount of soil, residue, dust and marks on walls, partitions and / or vents. Moderate or more bodily fluids on walls and/or partitions. Walls and/or partitions were neglected. Vulgar graffiti.	Abundant amount of soil, residue, dust and marks on walls, partitions and / or vents. Minimal bodily fluids on walls and/or partitions.	Moderate amount of soil, residue, dust and marks on walls, partitions and / or vents. Graffiti.	Minimal amount of soil, residue, dust and marks on walls, partitions and / or vents.	Walls and partitions in the restroom are free of soil, residue, dust and marks. Minimum amount of soil, residue, dust and marks on walls, partitions and / or vents.
	floors	Excessive amount of soil, residue or buildup along edges and in corners. Excessive amount of soil embedded in grout. Excessive amount of soil, residue or debris on floors. Abundant or more amounts of mineral deposits on the floor. Minimal amount of bodily fluids on floors. Floors were neglected.	Abundant amount of soil, residue or buildup along edges and in corners. Abundant amount of soil embedded in grout. Abundant amount of soil, residue or debris on floors. Moderate or more amounts of mineral deposits on the floor.	Moderate amount of soil, residue or buildup along edges and in corners. Moderate amount of soil embedded in grout. Moderate amount of soil, residue or debris on floors. Minimal amounts of mineral deposits on the floor.	Minimal amount of soil or residue along edges and in corners. Minimal amount of soil embedded in grout. Minimal amount of soil, residue or debris on floors.	Edges, corners and grout are free of soil, residue and buildup. No loose debris on floors. Minimum amount of soil or residue along edges and in corners. Minimum amount of embedded soil in grout. Minimum amount of soil, residue or debris on floors.
	odor	Urine odor present. Sewage odor present.			No foul odor present.	
<p><i>minimal</i> - of a minimum amount, quantity, or degree; negligible, a little more flexible; being the smallest amount or degree in non-absolute terms. If scored a 4 you're meeting department expectations!</p>	trees	Excessive amount of suckers or water sprouts at the base of trees or surrounding areas. Suckers or water sprouts are approximately thirty two inches in length or longer. Crown of trees are unsafe, obstructing walks or entrances.	Abundant amount of water sprouts or suckers growing at the base of trees or surrounding areas. Suckers or water sprouts are approximately twenty four inches in length.	Moderate amount of suckers or water sprouts at base of trees and surrounding areas. Suckers or water sprouts are approximately sixteen inches in length.	Minimal amount of suckers or water sprouts at the base of trees or surrounding areas. Suckers or water sprouts are approximately eight inches in length. Crown of trees are safe, not obstructing walks or entrances.	No suckers or water sprouts at base of trees or surrounding areas. Minimum amount of suckers or water sprouts at the base of trees or surrounding areas. Suckers or water sprouts are no longer than approximately three inches in length.
	bushes	Bushes overgrown by approximately ten inches in length or more.	Bushes overgrown by approximately eight inches in length.	Bushes overgrown by approximately six inches in length.	Bushes overgrown by approximately four inches in length.	Bushes have no overgrowth and have a defined shape. Bushes overgrown by approximately two inch in length and still have a defined shape.
	grass	At least fifty percent of the grass is not green and is dry, length is longer than approximately nine and a half inches. Grass along the edge is overgrown by at least four inches or more, no edge present. Excessive raking needed.	At least forty percent of the grass is not green and is dry, length no longer than approximately eight and a half inches. Grass along the edge is overgrown by at least three inches over a hard surface, no edge present. Abundant raking needed.	At least thirty percent of the grass is not green and is dry, length is no longer than approximately seven and one half inches. Grass along the edge is overgrown by at least two inches over a hard surface, little to no edge present. Moderate raking needed.	At least twenty percent of the grass is not green and is dry, length is no longer than approximately six and a half inches. Grass along the edge is not grown more than one inch over a hard surface, with an edge still edge. Minimal raking needed.	Grass is green and lush, no more than ten percent is dry. Length is no longer than approximately three and one half inches. Grass along hard surfaces is perpendicular to walks and has a clear defined edge. Grass is free of leaves and debris. Minimum raking needed.
	walks	Excessive amount of debris on walks. Excessive amount of weeds in expansion joints and cracks.	Abundant amount of debris on walks. Abundant amount of weeds in expansion joints and cracks.	Moderate amount of debris on walks. Moderate amount of weeds in expansion joints or cracks.	Minimal amount of debris on walks. Minimal amount of weeds in expansion joints or cracks.	Walks are free of debris. Walks expansion joints and cracks are free of weeds. Minimum amount of debris on walks. Minimum amount of weeds in expansion joints or cracks.
	entrances	Excessive amount of debris, gum or soil on walks in close proximity to the entrance. Excessive amount of debris, soil or cobwebs on doors and surrounding walls. Snow is not cleared from edge to edge. Ice is present without ice melt.	Abundant amount of debris, gum or soil on walks in close proximity to the entrance. Abundant amount of debris, soil or cobwebs on doors and surrounding walls.	Moderate amount of debris, gum or soil on walks in close proximity to the entrance. Moderate amount of debris, soil or cobwebs on doors and surrounding walls.	Minimal amount of debris, gum or soil on walks in close proximity to the entrance. Minimal amount of debris, soil or cobwebs on doors and surrounding walls. Snow is cleared from edge to edge. No ice is present or ice melt is applied to ice.	Entrance walks are free of debris, gum or soil. Doors and surrounding walls are free of debris, soil or cobwebs. Minimum amount of debris, gum or soil on walks in close proximity to the entrance. Minimum amount of debris, soil or cobwebs on doors and surrounding walls.

<p>EXTERIOR SPACES</p>	<p>play areas</p>	<p>Excessive amount of debris, weeds and soil on hard surfaces. Excessive amount of debris and weeds on non-hard surfaces. EWF depth is below nine inches in fall zones, play area is unsafe.</p>	<p>Abundant amount of debris, weeds and soil on hard surfaces. Abundant amount of debris and weeds on non-hard surfaces.</p>	<p>Moderate amount of debris, weeds and soil on hard surfaces. Moderate amount of debris and weeds on non-hard surfaces.</p>	<p>EWF depth is approximately nine inches or greater in fall zones, play area is safe. Minimal amount of debris, weeds and soil on hard surfaces. Minimal amount of debris and weeds on non-hard surfaces.</p>	<p>Hard surfaces are free of debris, weeds or soil. Non-hard surfaces are free of debris, weeds or soil. Minimum amount of debris, weeds and soil on hard surfaces. Minimum amount of debris and weeds on non-hard surfaces.</p>
	<p>litter</p>	<p>Excessive amount of litter on grounds.</p>	<p>Abundant amount of litter on grounds.</p>	<p>Moderate amount of litter on grounds.</p>	<p>Minimal amount of litter on grounds.</p>	<p>Grounds are free of litter. Minimum amount of litter on grounds.</p>
	<p>trash cans</p>	<p>Excessive amount of soil or residue on trash cans. Liner is full or overflowing. No liner is present.</p>	<p>Abundant amount of soil or residue on trash cans. Liner is less than three fourths full.</p>	<p>Moderate amount of soil or residue on trash cans. Liner is less than half full.</p>	<p>Minimal amount of soil or residue on trash cans. Liner is less one fourth full.</p>	<p>Trash can exterior is free of soil, residue. Liner is clean. Minimum amount of soil or residue on trash cans.</p>
	<p>planting beds</p>	<p>Excessive amount of weeds in planting beds.</p>	<p>Abundant amount of weeds in planting beds.</p>	<p>Moderate amount of weeds in planting beds.</p>	<p>Minimal amount of weeds in planting beds.</p>	<p>Planting beds are free of weeds. Minimum amount of weeds in planting beds.</p>
<p><i>moderate</i> - average in amount, intensity, quality, or degree. If scored as a 3 action or intervention needs to be taken to correct conditions and/or areas assessed within five days of assessment</p>	<p>parking lots</p>	<p>Excessive amount of debris along curbs and in corners. Excessive amount of weeds in cracks.</p>	<p>Abundant amount of debris along curbs and in corners. Abundant amount of weeds in cracks.</p>	<p>Moderate amount of debris along curbs and in corners. Moderate amount of weeds in cracks.</p>	<p>Minimal amount of debris along curbs and in corners. Minimal amount of weeds in cracks.</p>	<p>Parking lot is free of debris and weeds. Minimum amount of debris along curbs and in corners. Minimum amount of weeds in cracks.</p>
	<p>supply rooms</p>	<p>Excessive amount of supplies displaced on shelves. Excessive overstock. No labels present.</p>	<p>Abundant amount of supplies displaced on shelves. Moderate overstock.</p>	<p>Moderate amount of supplies displaced on shelves. Minimal overstock.</p>	<p>Minimal amount of supplies displaced on shelves. Labels present.</p>	<p>Supplies stored orderly on shelves with all labels. No overstock. Minimum amount of supplies displaced on shelves.</p>
	<p>custodial closets</p>	<p>Excessive amount organization needed. Excessive amount of seasonal supplies in closet. Abundant amount of paper towel or toilet paper pulled early and stored or collected in closet. No labels present.</p>	<p>Abundant amount organization needed. Abundant amount of seasonal supplies in closet. Moderate amount of paper towel or toilet paper pulled early and stored or collected in closet.</p>	<p>Moderate amount organization needed. Moderate amount of seasonal supplies in closet. Minimal amount of paper towel or toilet paper pulled early and stored or collected in closet.</p>	<p>Minimal amount of organization needed. Minimal amount of seasonal supplies stored in closet. All labels present.</p>	<p>Supplies stored orderly on shelves with all labels. No seasonal supplies present. Minimum amount of organization needed. Minimum seasonal supplies stored in closet.</p>
	<p>custodial equipment</p>	<p>Excessive amount of debris and soil on exterior of equipment. Excessive amount of soil and buildup inside recovery tank. Moderate amount of residual water in recovery tank. Equipment not stored properly. Custodial equipment neglected.</p>	<p>Abundant amount of debris and soil on exterior of equipment. Abundant amount of soil and buildup inside recovery tank. Minimal amount of residual water in recovery tank.</p>	<p>Moderate amount of debris and soil on exterior of equipment. Moderate amount of soil and buildup inside recovery tank. Minimum amount of residual water in recovery tank.</p>	<p>Minimal amount of debris and soil on exterior of equipment. Minimal amount of soil and buildup inside recovery tank. Equipment is stored properly.</p>	<p>Equipment both the exterior and interior is free of debris, soil and buildup. Minimum amount of debris and soil on exterior of equipment. Minimum amount of soil and buildup inside recovery tank.</p>
<p><i>abundant</i> - existing or available in large quantities; plentiful. If scored as a 2 action or intervention needs to be taken to correct conditions and/or areas assessed within three days of assessment.</p>	<p>mechanical rooms</p>	<p>Excessive amount of dirt, dust or debris on mechanical equipment. Unapproved items stored in mechanical room.</p>	<p>Abundant amount of dirt, dust or debris on mechanical equipment.</p>	<p>Moderate amount of dirt, dust or debris on mechanical equipment.</p>	<p>Minimal amount of dirt, dust or debris on mechanical equipment. No unapproved items stored in mechanical room.</p>	<p>Mechanical equipment is free of dirt, dust or debris. Minimum amount of dirt, dust or debris on mechanical equipment.</p>
	<p>boiler room</p>	<p>Excessive amount of dirt, dust or debris on mechanical equipment. Unapproved items stored in boiler room. Mechanical logs are not current.</p>	<p>Abundant amount of dirt, dust or debris on mechanical equipment.</p>	<p>Moderate amount of dirt, dust or debris on mechanical equipment.</p>	<p>Minimal amount of dirt, dust or debris on mechanical equipment. No unapproved items stored in boiler room. Mechanical logs are current.</p>	<p>Mechanical equipment is free of dirt, dust or debris. Minimum amount of dirt, dust or debris on mechanical equipment.</p>
	<p>custodial office</p>	<p>Key required information missing from bulletin boards. Excessive amount of required information is not posted on bulletin boards. Excessive amount of required information on bulletin board is out of date. Excessive amount of organization needed.</p>	<p>Moderate amount of required information not posted on bulletin boards. Abundant amount of required information on bulletin boards are out of date. Abundant amount of organization needed.</p>	<p>Minimal amount of required information not posted on bulletin boards. Moderate amount of required information on bulletin boards are out of date. Moderate amount of organization needed.</p>	<p>Minimal amount of required information on bulletin boards are out of date. Minimal amount of organization needed.</p>	<p>Minimum amount of organization needed. No organization needed, space is well-kept and orderly. All required information is posted on bulletin boards and is up to date.</p>
	<p>shed</p>	<p>Excessive amount of organization needed.</p>	<p>Abundant amount of organization needed</p>	<p>Moderate amount of organization needed</p>	<p>Minimal amount of organization needed</p>	<p>Tools are stored on wall hooks or shelves. Items stored on shelves are stored orderly. Equipment is parked orderly. Minimum amount of organization needed</p>
	<p>outdoor equipment</p>	<p>Excessive amount of debris, soil and buildup on equipment. Equipment not stored properly.</p>	<p>Abundant amount of debris, soil and buildup on equipment.</p>	<p>Moderate amount of debris, soil and buildup on equipment.</p>	<p>Minimal amount of debris, soil and buildup on equipment. Equipment is stored properly.</p>	<p>Equipment exterior is free of debris, soil and buildup. Minimum amount of debris, soil and buildup on equipment.</p>
	<p>ceilings</p>	<p>Excessive amount of debris, soil or marks on ceilings. Excessive amount of dust on vents and / or pipes.</p>	<p>Abundant amount of debris, soil or marks on ceiling. Abundant amount of dust on vents and / or pipes.</p>	<p>Moderate amount of debris, soil or marks on ceiling. Moderate amount of dust on vents and / or pipes.</p>	<p>Minimal amount of debris, soil or marks on ceiling. Minimal amount of dust on vents and / or pipes.</p>	<p>Ceiling is free debris, soil or marks. Vents and / or pipes are free of dust. Minimum amount of debris, soil or marks on ceiling. Minimum amount of dust on vents and / or pipes.</p>
	<p>lights</p>	<p>Excessive amount of debris, dust or soil in or on light covers or fixtures. Excessive amount of lights bulbs burnt out.</p>	<p>Abundant amounts of debris, dust or soil in or on light covers or fixtures. Abundant amount of lights bulbs burnt out.</p>	<p>Moderate amount of debris, dust or soil in or on light covers or fixtures. Moderate amount of lights bulbs burnt out.</p>	<p>Minimal amount of debris, dust or soil in or on light covers or fixtures. Minimal amount of lights burnt out.</p>	<p>Light cover or fixture is free of debris, dust or soil. No lights burnt out. Minimum amount of lights out. Minimum amount of debris, dust or soil in or on light cover or fixtures.</p>
<p>doors & jambs</p>	<p>Excessive amount of soil, prints and marks on door and hardware. Excessive amount of soil, prints, marks and dust on door jamb. Excessive amount of prints, smudges and marks on</p>	<p>Abundant amount of soil, prints and marks on door and hardware. Abundant amount of soil, prints, marks and dust on door jamb. Abundant amount of prints, smudges and marks on</p>	<p>Moderate amount of soil, prints and marks on door and hardware. Moderate amount of soil, prints, marks and dust on door jamb. Moderate amount of prints, smudges and marks on</p>	<p>Minimal amount of soil, prints and marks on door and hardware. Minimal amount of soil, prints, marks and dust on door jamb. Minimal amount of prints, smudges and marks on</p>	<p>Door & jamb and hardware is free of soil, prints, marks and dust. Door glass is free of prints, smudges and marks. Minimum amount of soil, prints and marks on door and hardware. Minimum</p>	

<p>SHARED CRITERION</p> <p><i>excessive</i> - more than is necessary, or desirable; immoderate. If scored as a 1 needs immediate action or intervention to the conditions and/or areas assessed.</p>	<p>doors & jambs</p>	<p>prints, smudges and marks on glass.</p>	<p>prints, smudges and marks on glass.</p>	<p>prints, smudges and marks on glass.</p>	<p>smudges and marks on glass.</p>	<p>on door and narrowware. Minimum amount of soil, prints, marks and dust on door jamb. Minimum amount of prints, smudges and marks on glass.</p>
	<p>walls & horizontal surfaces</p>	<p>Excessive amount of prints, soil, marks, residue or dust on walls or horizontal surfaces.</p>	<p>Abundant amount of prints, soil, marks, residue or dust on walls or horizontal surfaces.</p>	<p>Moderate amount of prints, soil, marks, residue or dust on walls or horizontal surfaces.</p>	<p>Minimal amount of prints, soil, marks, residue or dust on walls or horizontal surfaces.</p>	<p>Walls and horizontal surfaces are free of prints, soil, marks, residue or dust. Minimum amount of prints, soil, marks, residue or dust on walls or horizontal surfaces.</p>
	<p>sinks</p>	<p>Excessive amount of soil or residue on sides, front, tops and underneath of the sinks. Abundant amount of mineral deposits on faucets or surrounding areas.</p>	<p>Abundant amount of soil or residue on sides, front, tops and underneath of the sinks. Moderate amount of mineral deposits on faucets or surrounding areas.</p>	<p>Moderate amount of soil or residue on sides, front, tops and underneath of the sinks. Minimal amount of mineral deposits on faucets or surrounding areas.</p>	<p>Minimal amount of soil or residue on sides, front, tops and underneath of the sinks.</p>	<p>Sides, front, tops and underneath of sinks are free of soil, residue and mineral deposits. Minimum amount of soil residue on sides, front, tops and underneath of the sinks.</p>
	<p>counters</p>	<p>Excessive amount of soil, debris, residue or dust on counters.</p>	<p>Abundant amount of soil, debris, residue or dust on counters.</p>	<p>Moderate amount of soil, debris, residue or dust on counters.</p>	<p>Minimal amount of soil, debris, residue or dust on counters.</p>	<p>Counters are free of soil, debris, residue and dust. Minimum amount of soil, debris, residue or dust on counters.</p>
	<p>drinking fountains</p>	<p>Excessive amount of soil or residue or an abundant amount of mineral deposits on sides, front, and tops of the drinking fountains.</p>	<p>Abundant amount of soil or residue or a moderate amount of mineral deposits on sides, front and tops of the drinking fountain.</p>	<p>Moderate amount of soil or residue or a minimal amount of mineral deposits on sides, front and tops of the drinking fountain.</p>	<p>Minimal amount of soil or residue on sides, front and tops of the drinking fountain.</p>	<p>Sides, front and tops of sinks are free of soil, residue and mineral deposits. Minimum amount of soil residue on sides, front and tops of the drinking fountain.</p>
	<p>dispensers</p>	<p>Excessive amount of soil, soap or other residue on sides, front, top or underneath the dispensers. Three or more dispensers are not filled or functioning. There are no dispensers filled or functioning.</p>	<p>Abundant amount of soil, soap or other residue on sides, front, top and underneath the dispensers. Two dispensers are empty or not functioning.</p>	<p>Moderate amount of soil, soap or other residue on sides, front, top and underneath the dispensers. One dispenser is empty or not functioning.</p>	<p>Minimal amount of soil, soap or other residue on sides, front, top and underneath the dispenser.</p>	<p>Sides, front, top and underneath of dispensers are free of soap, soil and residue. All dispensers are filled and functioning. Minimum amount of soil, soap or other residue underneath the dispensers.</p>
	<p>windows & sills</p>	<p>Excessive amount of prints, soil and marks on windows. Excessive amount of soil, marks and dust on window sills.</p>	<p>Abundant amount of prints, soil and marks on windows. Abundant amount of soil, marks and dust on window sills.</p>	<p>Moderate amount of prints, soil and marks on windows. Moderate amount of soil, marks and dust on window sills.</p>	<p>Minimal amount of prints, soil and marks on windows. Minimal amount of soil, marks and dust on window sills.</p>	<p>Windows are free of prints, soil and marks. Sills are free of soil, marks and dust. Minimum amount of prints, soil and marks on windows. Minimum amount of soil, marks and dust on window sills.</p>
	<p>stairs</p>	<p>Excessive amount of debris, soil, spills and/or buildup on stairs. Excessive amount of prints and/or soils on handrails.</p>	<p>Abundant amount of debris, soil, spills and/or buildup on stairs. Abundant amount of prints and/or soils on handrails.</p>	<p>Moderate amount of debris, soil, spills and/or buildup on stairs. Moderate amount of prints and/or soils on handrails.</p>	<p>Minimal amount of debris, soil, spills and/or buildup on stairs. Minimal amount of prints and/or soils on handrails.</p>	<p>Stairs are free of debris, soil, spills and/or buildup on stairs. Handrails are free of prints and/or soil. Minimum amount of debris, soil, spills and/or buildup on stairs. Minimum amount of prints and/or soils on handrails.</p>
	<p>floors</p>	<p>Excessive amount of debris, soil and spills on floors. Excessive amount of debris and/or buildup along edges and in corners. No floor finish present.</p>	<p>Abundant amount of debris, soil and spills on floors. Abundant amount of debris and/or buildup along edges and in corners.</p>	<p>Moderate amount of debris, soil and spills on floors. Moderate amount of debris and/or buildup along edges and in corners.</p>	<p>Minimal amount of debris, soil and spills on floors. Minimum amount of debris and/or buildup along edges and in corners. Adequate floor finish.</p>	<p>Floors are free of debris, gum, soil and spills. Edges and corners are free of debris and/or build up. Outstanding shine. Minimum amount of debris, soil and spills on floors. Minimum amount of debris and/or buildup along edges and in corners.</p>
<p>trash cans</p>	<p>Excessive amount of soil or residue on exterior of can. Excessive amount of soil or residue on liner. No liner in can.</p>	<p>Abundant amount of soil or residue on exterior of can. Abundant amount of soil or residue on liner.</p>	<p>Moderate amount of soil or residue on exterior of can. Moderate amount of soil or residue on liner. Liner is torn.</p>	<p>Minimal amount of soil or residue on exterior of can. Minimal amount of soil or residue on liner.</p>	<p>Trash can exterior is free of soil and residue. Liner is clean. Minimum amount of soil or residue on exterior of can. Minimum amount of soil or residue on liner.</p>	