



**UNIVERSITY OF COLORADO
Procurement Service Center**

Request for Proposal #CU-WJGREENJAN-P

Green Janitorial Chemicals & Paper Products

September 17, 2010

REQUEST FOR PROPOSALS (RFP) - THIS IS NOT AN ORDER

Physical Address (and overnight mailing address):

University of Colorado
Procurement Service Center
1800 Grant Street, Suite 500
Denver, Colorado 80203

Mailing Address (via Postal Service):

University of Colorado
Procurement Service Center
1800 Grant Street, Suite 500
Denver, Colorado 80203

Purchasing Agent: William R. James, Purchasing Services Manager
Telephone Number: 303-764-3452
FAX Number: 303-764-3434
E-Mail: Will.James@cu.edu

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PROPOSAL MUST BE RECEIVED BY: **October 29, 2010 at 2:00 PM MT** at location noted above.

SCHEDULE OF ACTIVITIES:	TIMELINE (All times are in local Colorado time)
RFP Published	September 17, 2010
Mandatory Pre-Proposal Conferences	October 1, 2010
Written Inquiry Deadline	October 8, 2010
Responses to Written Inquiries Published	October 15, 2010
Proposal Submission Deadline	October 29, 2010
Presentations/Site Visits (if needed)	As soon as possible after 10-29-10 (if needed)
Best and Final Offers (BAFOs) (if needed)	As soon as possible after presentations (if needed)

A **MANDATORY** pre-proposal meeting will be held Friday, October 1, 2010. The meeting will begin promptly at 1pm MT. The location of the meeting is [1800 Grant St. Suite 500, Denver, CO 80203](#)

University acceptance of proposal is contingent upon vendor attendance at the mandatory meeting.

Please RSVP by email to will.james@cu.edu no later than 5pm MT Weds, 9-29-10. No more than two (2) representatives from each interested firm will be allowed to attend the meetings. Please list names, titles, and phone numbers of those planning to attend the meeting. **RSVP is required to attend the mandatory pre-proposal meeting.**

MAILING NOTE: In the lower left corner of the package containing your proposal, include: the proposal number, opening date, and opening time. Highlight this information in yellow. Be sure to sign your proposal before mailing. UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

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- A. Signature Block
- B. Special Provisions
- C. Insurance Requirements
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Appendix 1 - Janitorial Chemical & Related Paper Product Consumption by Campus

SECTION I. BACKGROUND, OVERVIEW & GOALS

A. BACKGROUND:

In support of the University of Colorado's commitment to sustainability, the University is soliciting proposals from experienced firms that can economically and reliably supply "green" janitorial chemicals which carry Green Seal™ and/or EcoLogo™ certification and related paper products. The University intends to standardize, to the greatest extent possible, on a selection of certified green janitorial chemicals and related green paper products to be used throughout the University of Colorado system at the following campuses:

- [University of Colorado Boulder](#)
- [University of Colorado Denver](#) (including the Anschutz Medical Campus and the downtown Denver campus)
- [University of Colorado at Colorado Springs](#)

These products will be used by the staff within the campus housing, janitorial, and facilities departments and will be used by janitorial contractors to the University.

B. OVERVIEW:

The University of Colorado has made significant progress in the implementation and use of sustainable products, services, and best practices. To that end, the University wishes to incorporate janitorial chemicals and related paper products into our overall sustainability program in a standardized, unified, and coordinated manner. Once completed, a standardized selection of certified green janitorial chemicals and related green paper products shall be made available for purchase to all of the campuses. The successful result of this solicitation shall allow the University to maximize its combined buying power in this commodity area and closely monitor and manage product usage, performance, and cost.

It is the intent of the University to establish a contract with the successful vendor for one (1) year with four (4) 1-year options to renew for a total potential five (5) year agreement. It is also the intent of the University to offer a single award upon completion of the RFP process. However, the University reserves the right to grant a dual award or a multiple award, at its sole discretion, if the University determines it is in its best interest.

SHARED SERVICES:

From a procurement standpoint, the University is a model to other higher education and public agencies within the State of Colorado. While it is not a requirement of this RFP, the University is willing to open any resulting contract to other higher education institutions and public agencies if there is a clear benefit to both the University and the offeror. If interested, offeror should provide a detailed implementation plan, as well as any additional requirements and conditions if/when any resulting agreement from this solicitation is opened to the entities mentioned above.

C. GOALS FOR THIS PROJECT:

The goal of this procurement shall be to:

- Identify current green product opportunities in this commodity area.
- Establish a selection of certified green janitorial chemicals and related paper products acceptable to each campus and available for purchase by each of the campuses under a University Price Agreement (UPA) where University buying power is maximized and costs minimized to the greatest extent possible.
- Establish discounts for general product categories.
- Receive regular reports from the successful vendor regarding spend and consumption of certified green janitorial chemicals and paper products and the migration from non-green to green products in this commodity area.
- Develop a “partnership” with the successful vendor such that a process for on-going green product introduction, training, and inventory management can be established and maintained.

SECTION II. STATEMENT OF WORK

The successful vendor shall economically and efficiently supply the University with green janitorial chemicals that carry the Green Seal™ and/or EcoLogo™ certification as well as related paper products. It is understood that not all janitorial chemicals have a Green Seal™ and/or EcoLogo™ certified equivalent. In that event, propose the best possible product that meets or exceeds the specifications of the product currently in use by the University.

The successful vendor shall assist and support the University by performing initial campus assessments and periodic analyses of operational best practice per campus relative to the most efficient introduction, transition, and use of green janitorial chemicals and paper products. Results of these analyses should recommend, but not be limited to, best product use per application, inventory optimization, and new product introduction & implementation. The University reserves the right to test any/all recommended products for acceptance of use. If accepted, the University may purchase the acceptable product from the successful vendor for use on the various campuses.

The successful vendor shall assist and support the University by regularly providing purchase and consumption data analysis in this commodity area, which shall support the University’s ability to meet the requirements of the Sustainability Tracking, Assessment & Rating System (STARS) published by the Association for Advancement of Sustainability in Higher Education (AASHE) (Attachment D).

Interested offerors shall:

- Review current janitorial chemical and related paper product consumption data by campus as provided in Appendix 1, Tab A1
- Propose a program plan that defines the strategies to be used, and timelines associated with the assessment and analysis of the current use of janitorial chemical and paper products per campus and the migration to Green Seal™ or EcoLogo™ certified products where appropriate. Offeror's analysis shall indicate chemical products currently used by the University that do not carry Green Seal™ or EcoLogo™ certification. The Analysis shall contain recommendations for alternative certified chemical products that meet or exceed the specification of the current products. Likewise, janitorial paper products shall be analyzed and where superior product performance and pricing is available, Offeror shall recommend alternative products and price appropriately. Pricing for the certified chemical products and paper products shall be included in the Financial Proposal and shall be based on historical usage volume as indicated in Appendix 1, Tab A1.
- Produce project plan that defines the tactics that implement the proposed strategy and support the proposed timeline mentioned above. (see Section V Offeror Response Format, E- Technical Proposal Components)
- Develop a comprehensive training program for product introduction, labeling, dilution requirements, use, and application. Include written training materials in multi-lingual format as appropriate.
- Once the successful vendor has been determined, and the final contract executed, each campus shall have the ability to purchase certified green janitorial chemicals and related green janitorial paper products from the agreement under a University Price Agreement (UPA). The awarded vendor shall capture, maintain, and regularly report on spend summarized as follows:
 - Total spend and consumption data per manufacturer part number at the University System level (all campuses combined)
 - Total spend and consumption data per manufacturer part number at the University Campus level (UCB, UCD (to include the Anschutz Medical Campus), and UCCS)
 - Total spend and consumption data per manufacturer part number at the University Campus Department level (eg. UCB – Housing, UCCS – Student Center, UCD – Facilities, etc.)
 - Adherence to proposed Product Categories discounts as defined in Section V.G of this RFP.
- Participate in business review meetings. Meetings shall occur on an annual basis at a minimum. The meeting agenda will include, but not be limited to:
 - Sales and spend reports as defined above
 - Process improvement opportunities
 - Industry news and updates

SECTION III. ADMINISTRATIVE INFORMATION

A. ISSUING OFFICE:

The Procurement Service Center (PSC) Purchasing Agent listed herein is to be the SOLE point of contact concerning this RFP. Offerors shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

B. OFFICIAL MEANS OF COMMUNICATION:

All official communication from the PSC to offerors will be via postings on an electronic solicitation notification system. The PSC will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the Notice of Intent to Award. It is incumbent upon offerors to carefully and regularly monitor the electronic solicitation notification system for any such postings. In addition, communications may be sent to attendees of the mandatory pre-proposal conferences, if any, via fax or email.

C. INQUIRIES:

Prospective offerors may make written inquiries by mail, e-mail or fax before the written inquiry deadline concerning this RFP to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

By Mail: University of Colorado
Procurement Service Center
1800 Grant St. Suite 500
Denver, Colorado 80203

Attn: William R. James

By E-Mail: will.james@cu.edu

By FAX: 303/764-3434
Attn: William R. James

Response to offerors' inquiries will be published as a modification on the electronic solicitation notification system in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Agent of such matters immediately upon discovery.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

E. MINOR INFORMALITIES:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. The Purchasing Agent may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the University.

F. RESPONSIBILITY DETERMINATION:

The University of Colorado Procurement Rules state a Purchasing Agent shall make purchases from, and award Contracts to, Responsible vendors only. The University reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

G. ACCEPTANCE OF RFP TERMS:

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

H. PROTESTED SOLICITATIONS AND AWARDS:

Any actual or prospective offeror who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the University of Colorado, Assistant Vice President & Chief Procurement Officer. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Sections IX, C. and IX, D. University of Colorado Procurement Rules.

With regard to the language above, it is important for offerors to note that a challenge to the solicitation's requirements or specifications should be made within seven (7) working days of when the item being protested is known.

Announcement of the Notice of Intent to Award will be made via a posting on an electronic solicitation notification system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the Notice of Intent to Award.

I. CONFIDENTIAL/PROPRIETARY INFORMATION:

The University neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. Information submitted will be open for public inspection. However, written requests for confidentiality can be submitted to the Purchasing Agent provided that the submission is in *strict* accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Agent will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Agent listed in this RFP.

Procedure:

1. A written request for confidentiality shall be submitted, by the offeror, with the proposal response package.
2. The written request will be enclosed in an envelope marked "Request for Confidentiality."
3. The written request must be accompanied by the information that is requested to be held confidential. Specific reasoning as to why each element is to remain confidential, *other than* recitation of a specific state or federal statute, is required.
4. Confidential/proprietary information *must* be separated out from the rest of your response. Co-mingling of confidential/proprietary information and other information is *not* acceptable.
5. The Purchasing Agent will make a written determination as to the apparent validity of any request for confidentiality. The written determination of the Purchasing Agent will be sent to the offeror.

Proposals that are determined to be at variance with this procedure may be declared non-responsive by the Purchasing Agent, and not given further consideration.

J. ACCEPTANCE OF PROPOSAL CONTENT:

The contents of the proposal (including persons specified to implement the project) of the offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.

K. FORM OF THE CONTRACT:

A condition of the offeror's response shall be that the contract resulting from the award to the offeror shall be in the form required by current Colorado statutes, University of Colorado Fiscal Procedures, and University of Colorado Procurement rules. The contract will include all such terms and conditions required by these statutes and rules. In the event that the offeror's forms (or parts of forms) are included as attachments or exhibits in the final contract, the offeror agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the RFP and of the successful offeror's response to the RFP (the "Response") shall be incorporated into the final contract, with the contract taking precedence over either the RFP or the Response, and the RFP taking precedence over the Response in the event the documents conflict.

Also, the contract will state that Colorado law shall govern the contract and that the offeror must agree to indemnify the University. A commercially reasonable version of the following language shall appear in the contract:

“The offeror shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the offeror, or its employees, agents, subofferors or assignees pursuant to the terms of this Contract”.

The University is precluded from indemnifying any parties, including offerors.

Also, the contract shall include the “Special Provisions” which are required pursuant to the University of Colorado Fiscal Procedures. The “Special Provisions” are incorporated into this RFP as Attachment B.

L. RFP CANCELLATION:

The University reserves the right to cancel this RFP at any time, without penalty.

M. RFP RESPONSE/MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of the University, unless otherwise noted in the RFP.

N. INCURRING COSTS:

The University is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order. No property interest, of any nature shall occur until a contract is awarded and signed by all concerned parties.

O. NON-DISCRIMINATION:

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

P. NEWS RELEASES:

Neither the University, nor the offeror, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval.

Q. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:

(a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

- (c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Request for Proposal form of this proposal certifies that:
- (a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - (b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the University's Director of Purchasing, or designee, determines that such disclosure was not made for the purpose of restricting competition.

R. TAXES:

The University of Colorado, as a public institution of higher education of the State of Colorado, is exempt from all federal excise taxes under Chapters 32 and 33 of the Internal Revenue Code and from all Colorado State and local government sales and use taxes (see C.R.S. 39-26-114(a) and 203).

For further information see the Procurement Service Center website:

<https://www.cu.edu/psc/purchasing/taxexempt.htm>

S. ASSIGNMENT AND DELEGATION:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

T. AVAILABILITY OF FUNDS:

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

U. INDEPENDENT CONTRACTOR CLAUSE:

Contracts resulting from this RFP must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF THE UNIVERSITY. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUIRED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

V. STANDARD OF CONDUCT:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The University may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- (1) Neglect of duty.
- (2) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- (3) Theft, vandalism, immoral conduct or any other criminal action.
- (4) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the University.

W. OTHER STATUTES:

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no University of Colorado employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the University's discretion, render the response non-responsive.

Offerors shall submit:

- **Technical Proposal:** One (1) original and one (1) electronic copy (either on CD or memory stick) of the technical proposal the original of which shall signed in ink by the authorized representative of the offeror submitted in a sealed package, clearly marked on the outside.
- **Financial Proposal:** One (1) original and one (1) electronic copy (either on CD or memory stick) of the pricing/cost information submitted sealed in a separate package from the technical proposal, clearly marked on the outside. Appendix 1 should be responded to in its original excel format.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the address given on or before the proposal opening date and time.

Proposals must be submitted and packaged as specified above. The outside of the package must include the following information:

OFFEROR'S NAME

RFP-NO.

PROPOSAL DUE DATE AND TIME

SECTION V. OFFEROR RESPONSE FORMAT

TECHNICAL PROPOSAL:

- A. **COVER LETTER.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive).
- B. **OFFEROR'S EXPERIENCE AND QUALIFICATIONS**
 1. **General Offeror Information:** Provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
 2. **Responsibility Information:**
 - a. **Financial Information.**
 - (1) If you are a *public company*, provide the following information:
 - Form 10K (or Form 10K-SB Small Business);
 - Form 10Q (Form 10Q-SB Small Business); and
 - Annual Report for last fiscal year.

(2) If you are a *private entity*, provide the following information:

- Audited or reviewed financial statements for each of the three (3) most recent fiscal years;
- If audited or reviewed financial statements are not available, provide, at a minimum, a balance sheet, statement of operations, and statement of cash flows for each of the three (3) most recent fiscal years.
- Annual reports or other documents that provide information about the company's operations; and
- Bank references.

b. **References.** Please provide information from at least three (3) accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. References may be contacted at any time during this RFP process to determine an offeror's responsibility.

C. **MANDATORY REQUIREMENTS:** By submitting a proposal, you certify that your company meets all of the following mandatory requirements:

1. Chemical products proposed must carry Green Seal™ and/or EcoLogo™ certification, if available, at the time of proposal. It is understood that not all janitorial chemicals have a Green Seal™ and/or EcoLogo™ certified equivalent. In that event, propose the best possible product that meets or exceeds the specifications of the product currently in use by the University.
2. Offerors must be authorized manufacturers/distributors/dealers of the products proposed and must provide evidence of authorization.
3. Offerors must have provided products and service of this nature for a minimum of three (3) continuous years to a minimum of three (3) Institution of Higher Education or other entities of similar size and complexity to the University of Colorado. (Please include reference check and contact information for verification purposes)

D. **USE OF SUBCONTRACTORS/PARTNERS**

There may be areas for use of subcontractors or partners in this project. The University encourages use of small businesses wherever viable. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the University will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.

E. TECHNICAL PROPOSAL COMPONENTS:

1. Describe how you will develop and implement a program of similar size and scope of that described in the Statement of Work (Section II), should your firm be awarded a contract as a result of this RFP. Your strategic program management plan should include, but not be limited to, the strategies that you will use to develop/perform:
 - overall program plan and timeline
 - initial assessment strategy per campus
 - current product use and best practice analysis per campus
 - supplier transition strategy
 - training program
 - product labeling strategy
 - product replacement process
 - new product introduction process

2. Describe in detail, the tactical project management that will be used on an account of this size. Your tactical project management plan shall include, but not be limited to:
 - inventory optimization and support
 - supplier transition plan
 - new/replacement Green Product Introduction
 - product testing
 - product training
 - order initiation
 - order tracking
 - order delivery
 - delivery charges or shipping & handling fees (if any)
 - invoicing
 - electronic ordering process (ordering, tracking, delivery, invoicing)
 - quick-ship program
 - customer service program
 - program quality assurance
 - contract performance management
 - account reviews
 - representation coverage per campus
 - appropriate and ongoing technical and usage support by Mfg. and Supplier
 - MSDS documentation

3. Additionally, describe the plan and method that will be used to collect, summarize, and report the spend and consumption data as described in Section 4 Statement of Work – Post Award (page 5).

4. Develop a comprehensive training program for product introduction, labeling, dilution requirements, use, and application. Include written training materials in multi-lingual format as appropriate.

5. Provide any other information regarding your experience and capabilities relative to the requirements of this RFP that you believe will be useful to the evaluation committee in making its selection

6. Please completely describe your sustainability program, including but not limited to, your sustainable business practices.

Note:

The University reserves the right to test any/all proposed products for suitability of use prior to acceptance at the University's sole discretion. These products will be provided to the University at no charge.

- F. **SIGNATURE PAGE AND W-9.** Include this form as provided in Attachment A. The University requires a W-9 (modified) for each vendor it does business with. This form can be found on the PSC's website at www.cu.edu/psc/forms/forms.html.

- G. **FINANCIAL PROPOSAL:**

FINANCIAL PROPOSAL INFORMATION:

Provide in a separate sealed package as described in Section IV above.

Appendix 1 has been provided with this RFP to both provide offeror with greater detail of the specific chemical and paper products and associated volume currently purchased by the University. Appendix 1 shall be responded to in its original Microsoft Excel format.

The University is seeking to establish two pricing structures with the awarded vendor.

Hot List Items:

Appendix 1, Tab A1 contains a list of the University's most frequently purchased chemical and paper products. This list represents the University's best effort to provide as much information as possible in order to assist interested offerors in formulating their responses. The University acknowledges that in some cases information is incomplete or missing.

Offerors shall propose pricing for Hot List items in Appendix 1, Tab A1 according to the instruction provided in Appendix 1. Hot list pricing will be held firm for a period of 12 months after execution of a finalized agreement. The University reserves the right in its sole discretion to alter the hot list items and pricing on an annual basis on the anniversary of the effective date. Annual price increases may not exceed three percent (3%) per Hot List Item, and must be mutually agreed upon and auditable by the University and justifiable by the Supplier. The University expects that any price increase for any Hot List Item will be made only once, and only at the beginning of each contract year, regardless of the timing of price increases the awarded vendor normally uses in its business. The University's goal is that annual price increases will be postable to the University community at least ninety (90) days before they take effect at the beginning of a new contract year.

Weighted Average Discounts:

From time to time, the University may wish to purchase items from the awarded vendor's general product catalog (non-Hot List items). Offeror shall propose a Product Categories discount program in Appendix 1, Tab B1. Offeror is committing to an overall weighted average discount on an annual basis, in total, for all Product Categories, with the exception of Hot List items. Offeror may propose discounts for additional categories or sub-categories; however, for the purpose of evaluating this RFP, the University reserves the right to evaluate and utilize additional categories at the University's sole discretion.

Weighted average discounts will remain firm for the duration of the agreement. Suppliers will only be allowed to increase their catalog of prices, to which the weighted average discounts apply, once a year and must notify the University in writing ninety (90) days prior to end of contract year. The University reserves the right to review the annual catalog of pricing increases on purchased items and modify the pricing structures accordingly. Annual price increases must be mutually agreed upon, and auditable by the University and justifiable by the Supplier.

General Information:

While not the most important part of the proposal, overall cost will be considered as part of the evaluation of your proposal. The financial proposal shall be evaluated and scored based on the life-of-contract method. That is, prices of products proposed shall be multiplied by historical usage to derive new annual cost for evaluation purposes. New annual cost will be multiplied by the maximum price increase percentage specified by each vendor for each of the contract years 2 through 5. No price increase shall be allowed in contract year 1. This will demonstrate the maximum cost exposure to the University over the life of the potential 5-year agreement. This total will then be used for comparison and evaluation purposes for contract award.

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price, while an important part of the offer, is not the only criterion that will be considered in determining the apparent successful offeror.

Note:

Any volume (spend or quantity) information provided by the University are estimated figures only and are intended to assist potential bidders in understanding the scope of the University account. The University does not obligate itself to purchase any or all quantities indicated. Terms, including pricing, offered by suppliers must remain in effect regardless of actual volume purchased by the University.

SECTION VII. EVALUATION AND AWARD

A. PROPOSAL EVALUATION

All proposals submitted in response to this RFP will be reviewed for responsiveness by the Purchasing Agent prior to referral to the evaluation committee. A committee will then evaluate all responsive proposals in accordance with the criteria described below. Total scores will be tabulated, and the contract will be awarded to the offeror whose proposal is deemed to be the most advantageous to the University.

If the University requests presentations and/or product demonstrations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. Please note that the date for presentations has not yet been set. If your company is invited to give a presentation to the committee, the date selected may not be flexible.

The University, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the Purchasing Agent shall submit to the vendors most likely to receive the award, requests for specific clarification and allow vendors to enhance their pricing. The Purchasing Agent shall coordinate the offerors' responses for review by the evaluation committee. The Purchasing Agent shall be the SOLE point of contact throughout the process for all offerors. Please note that the date for the BAFO stage has not been set, If your company is invited to participate in this stage, the dates selected may not be flexible. If the University requests Best and Final Offers by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, the University reserves the right to evaluate BAFOs by use of a narrative.

The contract will be awarded to the vendor whose overall offer is deemed to be the most advantageous to the University as determined by the evaluation committee. The PSC purchasing office, after review and approval of the evaluation committee's written recommendation, will notify all offerors via a posting on an electronic solicitation notification system of the results of the RFP evaluation. The posting will be an announcement of "Notice of Intent to Make an Award" which will name the apparent offeror.

In preparing responses, offerors should describe in great detail how they propose to meet the specifications as detailed in the following sections. Specific factors will be applied to proposal information to assist the University in selecting the most qualified candidate for this contract. Evaluation criteria that will be used are as follows, listed in no particular order:

1. Program Plan (strategy)
2. Project Plan (tactics)
3. Training Plan
4. Sustainability Program
5. Pricing

A presentation and/or demonstration may be requested by "short-listed" vendors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

Product testing may be requested by "short-listed" vendors prior to award. However, product testing may not be required, and therefore, complete product information should be submitted with your proposal.

B. DETERMINATION OF RESPONSIBILITY OF THE OFFEROR

The University of Colorado Procurement Rules state a Purchasing Agent shall make purchases from, and award Contracts to, Responsible vendors only. The University reserves the right to make its offeror responsibility determination at any time in this RFP process and may not make a responsibility determination for every offeror.

Factors to be considered in determining whether the standard of responsibility has been met include whether an offeror has:

- 1) availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them necessary to indicate the capability to meet all contractual requirements;
- 2) a satisfactory record of performance;
- 3) a satisfactory record of integrity;
- 4) the legal authority to contract with the University; and
- 5) supplied all necessary information in connection with the inquiry concerning responsibility.

The offeror shall supply information requested by the University in Section V, Offeror Response Format concerning the offeror's responsibility. The University reserves the right to request further information as it deems necessary to determine the offeror's responsibility. If the offeror fails to supply the requested information, the University shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

**ATTACHMENT A
SIGNATURE BLOCK**

Offerors shall complete this page and include it with their technical and financial proposals.

Be sure to attach a W-9 (modified) as found at <http://www.cu.edu/psc/forms/forms.html>.

I certify our company's receipt of _____ modifications to this RFP.
(number)

By signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Original Signature by Authorized Officer/ Agent Vendor's Tax ID Number (FEIN)

Type or printed name of person signing Company Name

Title Phone Number

Vendor Mailing Address Fax Number

City, State, Zip Proposal Valid Until (at least for 90 days)

E-Mail Address Website Address

SUBMIT THIS PAGE WITH YOUR PROPOSAL

**ATTACHMENT B
SPECIAL PROVISIONS**

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL.** This contract shall not be valid until it has been approved by the University Controller or designee.
- 2. FUND AVAILABILITY.** Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the University. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the University to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and state laws, University policies, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The University of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

8. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

9. VENDOR OFFSET. [Not Applicable to intergovernmental agreements] If required by CRS §24-30-202.4 (3.5), the University Controller or designate may withhold payment under the State's vendor offset intercept system for debts owed for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

10. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the University within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) 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 participates in the Department program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the University may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

11. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

Effective July 1, 2010

**ATTACHMENT C
INSURANCE REQUIREMENTS**

The Contractor shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the University shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

COVERAGES

1. **Commercial General Liability** – ISO most current form. Coverage to include:
 - Premises and Operations
 - Personal / Advertising Injury
 - Products / Completed Operations
 - Liability assumed under an Insured Contract (including defense costs assumed under contract)
 - Independent Contractors

2. **Automobile Liability** including all:
 - Owned Vehicles
 - Non-owned Vehicles
 - Hired Vehicles

3. **Workers Compensation**
 - Statutory Benefits (Coverage A)
 - Employers Liability (Coverage B)

LIMITS REQUIRED

The Contractor shall carry the following limits of liability as required below:

Commercial General Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Automobile Liability

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
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Workers' Compensation

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 100,000 Each Accident
	\$ 100,000 Disease Each Employee
	\$ 500,000 Disease Policy Limit

ADDITIONAL INSURANCE REQUIREMENTS

1. All Insurers must be licensed or approved to do business within the State of Colorado, and unless otherwise specified, all policies must be written on a per occurrence basis.
2. The Contractor shall provide the University of Colorado a Certificate of Insurance Form evidencing all required coverages, prior to commencing work or entering University premises. A sample of a completed Certificate of Insurance is attached.
3. The Contractor shall name "**The Regents of the University of Colorado, a body corporate**" as an Additional Insured as respects the general liability policy.
4. Upon request by the University, Contractor must provide a copy of the actual insurance policy effecting coverage(s) required by the contract.
5. The University requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the University.
6. A Separation of Insureds Clause must be included in general liability policies.
7. The Contractor shall advise the University in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Contractor will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the University a new certificate of insurance showing such coverage is in force.
8. Contractor's insurance carrier should possess a minimum A.M. Best's Insurance Guide rating of A VII.
9. Provide a minimum of 30 days advance written notice to the University for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Contractor to fully comply with these requirements during the term of the Contract may be considered a material breach of contract and may be cause for immediate termination of the Contract at the option of the University. **The University reserves the right to negotiate additional specific insurance requirements at the time of the contract award.**

Non-Waiver

The parties hereto understand and agree that The University is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the University or its officers, employees, agents, and volunteers.

Mutual Cooperation

The University and Contractor shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

Attachment D

[Sustainability Tracking, Assessment & Rating System \(STARS\)](#)
[Version 1.0](#)
[January 2010](#)

OP Credit 11: Cleaning Products Purchasing
(Page 144 through 147)