AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on the City's signature page below (the "Effective Date") by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the "City"), and FLAGSHIP AVIATION SERVICES LLC, a Delaware company authorized to do business in the State of Colorado ("Contractor") (collectively the "Parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport ("DEN"); and

WHEREAS, the City desires to obtain professional cleaning services at DEN for the Main Terminal and related areas including all Transportation Security Administration ("TSA") checkpoints, offices, and secondary consolidated baggage screening locations, and the Airport Office Building ("AOB") at DEN; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor's proposal was selected for award of the Main Terminal and related areas including all TSA checkpoints, offices and secondary consolidated baggage screening locations, and AOB at DEN (the "Project"); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the "CEO"), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to Airport Maintenance. The relevant Senior Director (the "Senior Director"), or their designee (the "Director"), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager's directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit* **A** ("**Scope of Work**"), in accordance with the schedules and budgets set by the City. Without

requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the Senior Director and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

- **B.** Standard of Performance. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.
- C. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

D. Subcontractors.

- i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the Senior Director. Contractor shall request the Senior Director's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.
- ii. The Senior Director shall have the right to reject any proposed outside subcontractor deemed by the Senior Director to be unqualified or unsuitable for any reason to perform the proposed services. The Senior Director shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.
- iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.
- iv. Contractor is subject to Denver Revised Municipal Code ("**D.R.M.C.**") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (**D.R.M.C.** §§ 20-107 through 20-118).
- v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

- i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("**Key Personnel**"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Senior Director or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.
- ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.
- iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.
- iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

- A. Term. The Term of this Agreement shall commence on March 1, 2026 and shall expire three (3) years from the commencement date on February 28, 2029, unless terminated in accordance with the terms stated herein (the "Expiration Date"). The Term of this Agreement may be extended for an additional two (2) one year terms, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.
- **B.** If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

- i. <u>Suspension</u>. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the Senior Director, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.
- ii. <u>Termination for Convenience</u>. The City may terminate this Agreement at any time without cause upon written notice to Contractor.
- iii. <u>Termination for Cause</u>. In the event Contractor fails to perform any provision of this Agreement, the City may either:
 - a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
 - b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.
- iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).
- v. <u>Compensation for Services Performed Prior to Suspension or Termination</u>

 <u>Notice</u>. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the

notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

- vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.
- vii. <u>No Claims</u>. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.
- **D.** Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

- A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of EIGHTY NINE MILLION EIGHT HUNDRED NINETY-SIX THOUSAND TWO HUNDRED THREE DOLLARS and FIFTY SIX CENTS (\$89,896,203.56) ("Maximum Contract Amount"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.
- B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.
- **C. Payment Source.** For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

- **D. Basis for Contractor's Fee.** Contractor's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B* ("Rates").
- **E.** Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, et seq., subject to the Maximum Contract Amount.
- **F. Invoices.** On or before the fifteenth (15th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:
 - i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
 - ii. Include a statement of recorded hours that are billed at an hourly rate;
 - iii. Include the relevant purchase order ("PO") number related to the Invoice;
 - iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
 - v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
 - vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
 - vii. Submit each Invoice via email to AccountsPayableContracts@flydenver.com.
 - viii. <u>Late Fees</u>. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- G. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the Senior Director or their authorized representative.

- **H.** Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.
- I. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the Senior Director or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.
- J. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

- i. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code ("**D.R.M.C.**"), designated as §§ 28-117 to 28-199 (the "Goods and Services Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The Contractor's Goal Commitment to MWBE participation for this Agreement is 25.18% as stipulated in the Division of Small Business Opportunity's ("**DSBO**") Commitment to MWBE Participation Form submitted by the Contractor.
- ii. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:
 - a. If directed by DSBO, the Contractor is required to develop and comply with an approved Utilization Plan (Exhibit F) and the requirements therein, in accordance with § 28-129(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
 - b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such

- increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- c. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
- d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.
- f. Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- h. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the designated DSBO representative at (720) 913-1999.
- **B.** Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.
- C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the

Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement. (See **Exhibit D**)

Date bid or proposal issuance was advertised: March 14, 2025

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing: auditor@denvergov.org.
- v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.
- **D.** Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

i. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the Senior Director withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Senior Director.

7. PAYMENT AND PERFORMANCE BOND

- A. Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than **Five Hundred Thousand Dollars (\$500,000.00)** is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.
- B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for up to two additional one year periods at the same prices, terms and conditions pursuant to Section 3 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.
- C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.
- D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Hundred Thousand Dollars (\$100,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.
- E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibit G**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

8. INSURANCE REQUIREMENTS:

- A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in **Exhibit C**. All certificates of insurance must be received and accepted by the City before any airport access or work commences.
- **B.** Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.
- C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
- **D.** In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.
- **E.** The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

9. **DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

- **B.** Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.
- C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.
- **D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- **E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. NONDISPLACEMENT OF QUALIFIED WORKERS

- A. Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecess or contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- **B.** The Contractor shall retain, for ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the Contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section as well as the successor Contractor may determine to provide services with a reduction in the number of workers as compared to its predecessor; provided, however, such successor Contractor must retain the predecessor's workers by seniority within job classifications unless an alternative retention methodology is required by an enforceable collective bargaining

agreement executed prior to the enactment date of this article. (See Denver Revised Municipal Code 58-33) Furthermore the Contractor must maintain a preferential hiring list of covered workers not retained initially by the successor Contractor, from which the successor Contractor must hire from if additional workers become necessary as determined in the successor Contractor's discretion.

For purposes of this section, the term "cause" shall include, but shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

- C. The Contractor shall not less than 10 days before completion of this contract, furnish the Project Manager a certified list of the names of all service employees who working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor's contracts either with the current or predecessor contractors or their subcontractors. The Project Manager will provide the list to the successor Contractor, and the list shall be provided on request to employees or their representatives.
- **D.** If it is determined that the Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in this contract.
- E. In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the Project Manager as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City. See D.R.M.C. § 58-32, et seq.

11. DISPUTES:

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

12. GENERAL TERMS AND CONDITIONS:

- A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "City Charter"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.
- **B.** Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Senior Director.
- C. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.
- **D.** Americans with Disabilities Act ("ADA"). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability consultant to review Contractor's work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability consultant as soon as practicable.
- E. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

F. Compliance with Patent, Trademark and Copyright Laws.

- i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.
- ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

G. Notices.

i. <u>Notices of Termination</u>. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

Chief Executive Officer Denver International Airport Airport Office Building 8500 Peña Boulevard, 9th Floor Denver, Colorado 80249-6340

And by the City to:

Flagship Aviation Services LLC 405 S. Kimball Avenue Southlake, TX 76092 ATTN: James Mikacich

Email Address: JMM@flagshipinc.com

ii. <u>Delivery of Formal Notices</u>. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses

or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

- iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.
- H. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.
- I. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.
- **J.** Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.
- **K. Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.
- L. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

M. Cooperation with Other Contractors.

- i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.
- ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

- **N.** Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- **O. Force Majeure.** The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.
- **P.** Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Senior Director or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.
- **Q.** No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.
- **R.** Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.
- S. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- **T.** Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.
- U. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.
 - i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials,

polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

- ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
- iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.
- iv. In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.
- v. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.
- vi. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.
- vii. Contractor has also committed to a sustainable cleaning program the provisions of which can be found in the Scope of Work Attachment #6.
- V. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

13. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

- **A. Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.
- **B.** No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Senior Director or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Senior Director in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

- i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 et seq., and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.
- ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the

issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

- i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.
- ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.
- iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.
- **F.** Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning

the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

- i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.
- ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.
- iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.
- iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

14. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply

with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

15. DEN SECURITY:

- A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.
- **B.** Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

16. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

17. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 18 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Appendix: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Rates

Exhibit C: Insurance Requirements

Exhibit D: Prevailing Wages Exhibit F: Utilization Plan

Exhibit G: Payment Performance Bond

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 18 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix

Section 1 through Section 18 hereof

Exhibit A

Exhibit B

Exhibit D

Exhibit F

Exhibit G

Exhibit C

18. CITY EXECUTION OF AGREEMENT:

- A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.
- B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:

Contractor Name:	FLAGSHIP AVIATION SERVICES LLC
IN WITNESS WHEREOF, the Denver, Colorado as of:	parties have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM	: REGISTERED AND COUNTERSIGNED:
Attorney for the City and County	of Denver
Ву:	By:
	By:

PLANE-202578410-00

Contract Control Number: PLANE-202578410-00 Contractor Name: FLAGSHIP AVIATION SERVICES LLC

By:Christopher Podlasek
Name: Christopher Pollasek (please print)
Title: CFO (please print)
ATTEST: [if required]
By:
Name:(please print)
Title:(please print)

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Appendix

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor or Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor or Consultant, for itself, its assignees, and successors in interest (hereinafter collectively referred to as the "Contractor"), agrees as follows:

- 1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any

claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DEN JANITORIAL SERVICES

MAIN TERMINAL AND AIRPORT OFFICE BUILDING

SCOPE OF WORK

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SECTION 1: GENERAL INFORMATION

1.1 Manner of Work

- 1.1.1 The Contract and Scope of Work documents contain the general outlines and details of the work encompassed by this contract. All work under the contract shall be performed in compliance with the requirements of these documents. All provisions of the contract documents are essential parts of the contract. A requirement occurring in one part is binding as though in all parts. The completion of work shall result in a clean facility.
- 1.1.2 The Contractor's primary objective is to achieve the cleanest facility. The Contractor shall perform the work to the standard defined by this Scope of Work for the life of the contract. The Contractor must be able to perform this work independently, without delay and with consistent quality. The Contractor shall provide the City and County of Denver Department of Aviation ("DEN") work plans and procedures to ensure the completion of all cleaning tasks.
- 1.1.3 These services will ensure the cleanliness of airport facilities. The Contractor will have a proven track record of providing comparable services at comparable facilities and will have a demonstrated capacity for providing efficient and innovative service solutions.

1.2 Qualifications

- 1.2.1 DEN attaches great importance to the ability of the Contractor to perform work as specified. This concern is an acknowledgment of DEN's obligation to the traveling public, its employees, and the airline and business partner community. To ensure that this obligation is fulfilled the Contractor must have at a minimum, the following:
 - I. A minimum of ten (10) years' experience in the janitorial industry; and
 - II. At least five (5) consecutive years' experience within the last ten (10) years, providing verifiable janitorial services of the scope and type required under this project at an airport the type and size of Denver International Airport or a public facing major facility.
 - III. Compliance with applicable safety procedures and Occupational Safety and Health Administration ("OSHA") guidelines.
- 1.2.2 The resume of the Site Manager and Site Manager's alternate(s) must be provided to DEN as applicable. The Contractor's Site Manager and each equally qualified and competent alternate that is a full-time, on-site individual shall meet at least the following minimum qualifications:
 - I. Eight (8) years' management experience in the janitorial industry; and

- II. Three (3) years' experience managing a contract in a 24 hour per day, 365 day per year operation. Said experience shall be in a comparable position, managing no less than one hundred (100) employees.
- 1.2.3 All Manager(s), as defined in Section II, Scope of Work, shall meet at least the following minimum qualifications:
 - I. Three (3) years management experience in the janitorial industry.
 - II. Three (3) years professional experience in the charged area of oversight; and
 - III. Two (2) years' experience in a 24 hour per day, 365 day per year operation. Said experience shall be in a comparable position, managing no less than one hundred (100) employees.
- 1.2.4 Manager(s) charged with training, safety and/or quality control shall also meet, these area specific minimum qualifications:
 - I. **Quality Control:** Five (5) years' professional experience in quality control, at a facility of not less than 750,000 square feet.
 - II. Training and Safety: Three (3) years of environmental services experience in providing health and safety services in a workplace of no less than one hundred (100) employees. Preferred experience shall include current professional certification by a nationally recognized environmental services organization such as BSCAI, I.E.H.A., or equivalent.
 - III. Certified American Red Cross CPR/ First Aid Instructor: At least One of the Contractor staff members (supervisor level or above) shall be certified as an American Red Cross CPR/ First Aid Instructor.

1.3 Definitions

- 1.3.1 The City and County of Denver, Department of Aviation: Also known as "Department of Aviation", "DEN", or "City".
- 1.3.2 The Chief Executive Officer of the City and County of Denver, Department of Aviation ("CEO")
- 1.3.3 Airport Services ("AS"): DEN's designated employees that have the authority and responsibility for maintaining compliance with the Contract. This group shall ensure full compliance with all the terms and conditions contained within the Contract document, including invoice pricing.

- 1.3.4 Program Administrator ("PA"): DEN's authorized representative for day-to-day administration of the of the services under this contract. The PA is an employee of the Airport Maintenance Division. The authorized representative(s) for day-to-day oversight, compliance, and administration of the services under this Contract.
- 1.3.5 Contract Administrator ("CA"): The Contract Administrator is responsible for managing the administrative aspects of the contract, including financials, work revisions, negotiations, official correspondence, and analysis of the day-to-day operation. The CA may also monitor and inspect the performance of the work. The CA is an employee of the Airport Maintenance Division.
- 1.3.6 Contract Compliance Coordinator ("CCC"): The Program Administrator may appoint City representatives as CCC(s) to monitor and inspect the performance of the work. The CCCs are employees of the Airport Maintenance Division.
- 1.3.7 Contractor Site Manager: ("SM"): The Contractor's designated individual within the company to administer the DEN janitorial contract.
- 1.3.8 Contractor Assistant Site Manager ("ASM"): The Contractor's designated individual within the company to assist the Contractor's Site Manager with the administration of the DEN janitorial contract.
- 1.3.9 Contractor Operations Manager: ("COM"): The Contractor's designated individuals within the company responsible for the scheduling and completion of all contractual tasks and frequencies.
- 1.3.10 Contractor Labor Relations ("CLR"): The Contractor's designated individual responsible for the interaction of employees, their exclusive representatives, and management to resolve, bilaterally, concerns affecting the working conditions of bargaining unit employees.
- 1.3.11 Contractor Supervisor ("CS"): The Contractor's designated individual within the company to supervise duties performed by the custodial staff. The primary duty of the CS is to ensure that all tasks and frequencies are completed to ensure a clean facility. The Contractor may not utilize custodial staff perform supervisory duties. The "step-up" position is not recognized in the scope of work.
- 1.3.12 Custodian I ("CI"): Any employee of the Contractor performing general and detailed cleaning service duties. Task performed by CI's include but are not limited to dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing/cleaning, toilets, sinks, walls, chairs, etc. Regardless of shift or assigned area.
- 1.3.13 Custodian II ("CII"): Any employee of the Contractor performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., floor stripers and waxers, floor buffers/scrubbers, carpet cleaning equipment. Regardless of shift or assigned area.

- 1.3.14 Contractor Maintenance Repair Person ("CMRP"): An employee of the Contractor responsible for the maintenance and repairs of contractor owned equipment. CMRP shall be responsible for ensuring that all contractor equipment is functional and ready for use by the custodial staff at all times.
- 1.3.15 The Incentive Program Board ("IPB"): The authorized group of individuals that will review and analyze data in order to make a determination of an incentive payment. The IBP will be compromised at a minimum by the following individuals: the DEN Program Administrator, additional City employees, additional stakeholders not employed by the City, and the Contractor's Site Manager.
- 1.3.16 Maintenance Control Center ("MCC"): The Maintenance Control Center receives cleaning service requests, issue service work orders, and disseminates information to maintenance personnel and contractors to address issues in an efficient manner.

1.4 Authority of Airport Services

- 1.4.1 AS shall always have free access to the Contractor's materials and work site for the purpose of inspecting compliance and performance with this scope of work. These employees shall also have the authority to question the quality, safety, and acceptability of any equipment the Contractor uses to perform these duties.
- 1.4.2 CCCs will conduct daily inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily. The CCCs shall have the authority to suspend Contractor work until any questions and/or issues can be resolved by the PA.
- 1.4.3 The AS is authorized to revoke, amend, or waive any requirements to this Scope of Work. Scope of Work changes/alterations shall be approved in writing by DEN.
- 1.4.4 The AS shall not act as foremen, perform duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice (both verbal and non-verbal) given to the Contractor shall in no way be construed as binding to the City, or as release from fulfilling all the requirements of the Contract. The AS shall work with the Contractor's Site Manager or designated supervisor when making requests of the Contractor. The AS group shall not make requests directly to custodial employees of the Contractor unless there is an emergency request that requires urgent attention from the custodial personnel.
- 1.4.5 The Contract Administrator has the authority to interpret any ambiguous language within the Scope of Work, should any questions arise.

1.4.6 The Contractor shall provide draft work plans as part of their proposal and during the contract will file current work plans and records with the PA. The work plans shall be revised and amended as necessary to ensure a clean facility. Changes to the work plan shall be submitted and approved in advance in writing by the PA.

1.5 Access to Premises

- 1.5.1 The Contractor shall not permit any individual to have keys for access to locked rooms until it has been determined that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions.
- 1.5.2 The PA will work with the Contractor to designate access routes, access to gates/doors, parking, and storage areas and may impose time limitations for such access in accordance with operational and security requirements. Once established, the Contractor can propose alternate routes to maximize operational efficiencies. All proposed changes shall be accepted in writing by the PA. Once all access routes are established the Contractor shall conduct their operations in strict observation of these designations. Under no circumstances shall any of the Contractor's personnel, vehicles, or equipment enter any area not authorized by the PA for access by the Contractor.

1.6 <u>Exclusive Performance</u>

1.6.1 Neither the Contractor nor any of their employees shall perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the PA. When such other work is approved, it is expressly understood that the needs of DEN are to have priority over any such work.

1.7 Other Contracts

- 1.7.1 The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors.
- 1.7.2 The Contractor shall have no claim against the City for additional payment due to delays or other conditions created as a result of the operations of other Contractors. The City will determine the respective rights of various Contractors in order to secure the completion of the work.

SECTION 2: STAFFING

2.1 Staffing Requirements

2.1.1 All employees to include site management, operations and administrative staff shall be exclusive to this contract and shall not concurrently work or have duties outside of those required by this contract.

- 2.1.2 The minimum total staffing number under this contract shall not be less than the Contractors detailed plan to maintain the cleanliness of Denver International Airport at a world-class level, (24) hours per day, (7) days per week, (365) days per year. Each full-time position will be available on-shift for 2,080 hours (annual coverage). These full-time positions shall include all custodial personnel, supervisory personnel and administrative positions such as the Site Manager, Operations Managers, QA/QC, CMRP(s), and other administrative support positions.
- 2.1.3 The Contractor shall meet the daily staffing requirement based on the Contractor's detailed staffing and work plan to ensure all service areas are adequately staffed to complete all required tasks under this contract. The Contractor shall always meet their proposed staffing levels. Employees who work a partial shift will only be accounted for actual hours worked. The contractor shall cover the shift shortage as necessary by scheduling replacement personnel. For example, if a custodian works only 4 of an 8-hour shift, the Contractor shall only account for the 4 hours while providing coverage for the other 4 hours. The Contractor must provide coverage for the entire shift. Failure to provide coverage shall result in a staffing shortage for the shift.
- 2.1.4 The Contractor must provide the agreed upon daily janitorial and supervisor labor hours ("total labor hours") under this Contract per the Contractor's work plan. Failure to provide the agreed total daily labor per shift hours per the Contractor's work plan shall result in a deduction per labor hour missed per day per shift. Labor hours shall be validated per the on-site time clock reports
- 2.1.5 In addition to the daily staffing for custodial work, the Contractor shall employ administrative personnel that shall be on a full-time, on-site basis unless otherwise approved in writing by the Program Administrator.
- 2.1.6 Contractor employees holding "Manager" positions shall make sufficient daily inspections to ensure the work is performed as specified. Managers will be expected to vary working hours from time to time in order to observe, become familiar with and adequately supervise all shifts of the 24-hour, 7 day per week, 365 days operation. All Manager(s) shall be responsible for administering this contract, and/or specific aspect(s) associated with this contract daily, during various shifts. The Contractor shall also provide full-time, on-site Assistant Site Manager(s) that are trained, qualified, and acceptable to the Program Administrator, exclusively for this contract, responsible for administering the repair and maintenance of vehicles, equipment, dispensers, tools, and other functions associated with this contract; oversee the environmental program; manage disciplinary and security programs; coordinate and administer the training of employees on all shifts; assure quality control; and see to the selected Proposer's on-site financial and record keeping procedures. Manager(s) must have the authority to take immediate remedial or corrective action when the DEN's cleanliness standards are not met.

2.2 Staffing Plan

- 2.2.1 The Contractor will provide a detailed staffing plan for each area to include all subcontractors and or joint venture partners.
- 2.2.2 The Contractor shall provide a dedicated highly skill carpet and hard floor cleaning crew. This crew shall be responsible for maintaining all carpet and hard floor in clean conditions per the specifications in the scope of work.
- 2.2.3 Please refer to **Scope of Work Attachment #1** for detailed staffing plan(s)

2.3 Adjustments to Staffing Plan

- 2.3.1 DEN has at times experienced the need to increase and/or decrease janitorial services due to various reasons. Changes to the staffing plan shall be made in advance and approved in writing by the PA. The staffing plan adjustments shall be made through a scope of work modification.
- 2.3.2 DEN will require the Contractor to adjust the monthly invoices to reflect the changes to the service level.

2.4 <u>Contractor's Management</u>

- 2.4.1 The Contractor shall provide a full-time, on-site Site Manager who will be trained, qualified, and acceptable to DEN's Program Administrator. The Site Manager and the Assistant Site Manager must be on staggered schedules to provide weekend coverage. The Site Manager and Assistant Site Manager shall work exclusively for this contract.
- 2.4.2 The Site Manager and Assistant Site Manager are each required to work a (minimum) of 520 hours on second shift and a (minimum) of 520 hours on third shift per calendar year. This is required to ensure that Contractor Site Managers have adequate oversight of night and day operations. All night shifts must be reviewed and approved by the PA. DEN may request additional overnight presence from the Contractor Site Managers as needed to ensure proper service and clean facilities.
- 2.4.3 If the Site Manager or Assistant Site Manager is absent, the Contractor shall provide an equally qualified and competent alternate who has full authority to carry out the duties of the position as required.
- 2.4.4 The Site Manager, or their alternate, shall make sufficient daily inspections to ensure work is performed as specified. The Site Manager, or their alternate, shall use a computerized reporting system for inspections. The computerized reporting system must include a summary sheet of inspection and reporting detailed in this section, plus tools and equipment checklist for each assignment to record discrepancies. The Site Manager, or their alternate shall provide a copy of these, or any equivalent reporting tool, to the Program Administrator, or their representative each day.

2.4.5 The Contractor shall provide Operations Managers for each shift. The Operations Managers shall be available on-site on all shifts to ensure that all contractual tasks and frequencies are met at all times. The Operations Managers are also responsible for scheduling, timekeeping, product distribution, quality assurance and equipment repair requests.

2.5 Contractor's Supervisors

- 2.5.1 The Contractor shall provide a minimum of three (3) full time supervisors per shift per location seven (7) days a week to ensure proper supervision of custodial personnel to ensure that all daily cleaning tasks and frequencies are completed. The Contractor shall ensure that the supervisor team can enter all restrooms to ensure cleanliness. It is preferred that the Contractor keeps all restrooms open while inspections are performed by the supervisory team.
- 2.5.2 The Contractor's Supervisors primary role is to train, inspect and monitor work performed by Custodial personnel. Administrative tasks such as scheduling, timekeeping, product distribution, etc. shall not be the responsibility of the Contractor's supervisors.
- 2.5.3 Supervisors shall not directly perform cleaning and janitorial services required under this Scope of Work. Except for irregular operations or emergency response as directed by DEN.

2.6 Minimum Pay for Contractor Positions Not Covered by Prevailing Wage

2.6.1 While the personnel listed below may not be governed by the City's Prevailing Wage Ordinance, DEN believes it is in the best interest to require the Contractor to pay no less than the below minimum salaries and/or wages. These rates do not include fringe benefits including vacation health coverage etc., shift differential, or overtime for snow removal. (revised wage chart will be inserted here once it becomes available)

Job Title	Pay Unit	Rat	e of Pay
Site Manager	Per Week	\$	2,532.98
Assistant Shift Manager	Per Week	\$	2,071.73
Labor Relations Manager	Per Week	\$	1,633.93
Quality Control Manager	Per Week	\$	1,633.93
Operations Manager 3rd Shift	Per Day	\$	247.04
Operations Manager 2nd Shift	Per Day	\$	247.04
Operations Manager 1st Shift	Per Day	\$	247.04
Supervisor (3rd Shift)	Per Hour	\$	24.24
Supervisor (2nd Shift)	Per Hour	\$	23.45
Supervisor (1st Shift)	Per Hour	\$	23.45
Payroll Administrator	Per Hour	\$	28.93

General Clerical	Per Hour	\$ 23.45
Trainer/Safety Coordinator	Per Week	\$ 1,172.68
Maintenance/Repairman	Per Hour	\$ 29.71
Supply Control/Distribution Manager	Per Hour	\$ 30.88
Supply Control/Distribution Employees	Per Hour	\$ 23.45
Service Call Dispatcher	Per Hour	\$ 23.45
Quality Control Inspectors	Per Hour	\$ 23.45

2.7 Shift Hours and Breaks

- 2.7.1 Managers, supervisors, and employees shift timeframes, including start and end times, shall be staggered so that all DEN areas maintain coverage 24 hours per day, seven days per week and to assure no breaks in regular service activity. The Contractor and the PA will continually evaluate and discuss best practices, in weekly meetings, on how to improve efficiencies. DEN reserves the right to approve of Contractor shift schedules.
- 2.7.2 The Contractor shall submit a proposed lunch and break schedule to the PA. The breaks shall be staggered to ensure that service areas are always adequately staffed. The Contractor and the PA will continually evaluate and discuss ideas, in weekly meetings, on how to ensure that the level of service is achieved at all times. DEN reserves the right to approve, modify, or reject proposed lunch and other break schedules.
- 2.7.3 All custodians and supervisors shall be required to use an on-site physical time clock to clock in and out daily. The physical time clock is a material requirement of this Contract and deviation from such will not be approved.

2.8 Holidays

- 2.8.1 Contractor shall be aware that DEN operates 24 hours a day, every day of the year. The Contractor shall adjust the daily staffing plan in all areas during holidays and peak holiday season to accommodate to the increased passenger levels. Increases to the daily staffing plan must be approved in writing by the PA. The seasonal increase to the daily staffing plan shall not increase the fixed monthly management fee. DEN anticipates increases services level needs in observance of the following holidays:
 - New Year's Day;
 - II. Martin Luther King Day;
 - III. President's Day;
 - IV. Cesar Chavez Day;
 - V. Memorial Day;
 - VI. Juneteenth;
 - VII. Independence Day;
 - VIII. Labor Day;
 - IX. Veterans Day;
 - X. Thanksgiving Day; and
 - XI. Christmas Day.

2.9 Relief of Absenteeism and Vacation

- 2.9.1 The Contractor is required to provide relief personnel for absent (FMLA, Sick, Call-out, Etc.) and vacationing employees at all times. Every assignment position shall be filled every day and for each and every shift.
- 2.9.2 Should the Contractor need to call in replacement personnel, the Contractor shall replace the employee with another of equal or greater rank (i.e. replace a Custodian II with another Custodian II).
- 2.9.3 If the Site Manager, Operations Manager, or Supervisor is absent, the Contractor shall provide a competent replacement that has been given the authority to carry out the duties of the position as required and approved by the city.
- 2.9.4 The Contractor must provide the agreed upon daily janitorial and supervisor labor hours ("total labor hours") under this Contract per the Contractor's work plan. Failure to provide the agreed total daily labor per shift hours per the Contractor's work plan shall result in a deduction per labor hour missed per day per shift. Labor hours shall be validated per the on-site time clock reports.

SECTION 3: TRAINING

3.1 Training Specifications

- 3.1.1 The Contractor shall provide each employee under the contract with adequate training to perform the work safely and competently.
- 3.1.2 The Contractor shall maintain a training record for each employee. The record shall include, at a minimum, the employee's name, date of employment, and the date and type of each training class attended. Such records shall be made available to the PA or their representative on a quarterly basis and upon their request. A request for training records does not eliminate the quarterly submission requirement.
- 3.1.3 The AS group may monitor the training classes to observe the content and methods of training from time to time.
- 3.1.4 DEN may elect to provide the Contractor with training materials for presentation or distribution. These materials shall remain the sole and exclusive property of DEN and shall not be removed.
- 3.1.5 At a minimum, each employee performing the work shall attend the following classes prior to or within the first two weeks of employment and again every successive sixmonth period:

- I. General Orientation (Only for new employee at the time of hire)
- II. Introduction to Assignments
- III. Chemicals
- IV. OSHA and Hazmat Training
- V. Blood-borne Pathogen Training
- VI. Tools and Equipment
- VII. General Procedures
- VIII. Restroom Cleaning and Disinfection
- IX. Common Mistakes
- X. Floor Care
- XI. Carpet Cleaning Process and Techniques
- XII. Waste Disposal- Recycling
- XIII. Handheld Radio Training (as necessary)
- XIV. DEN All Hazards Training (video, every year)
- XV. DEN Tornado Training (video, every year)
- XVI. DEN Customer Service (video, every year)
- 3.1.6 In addition to the required training above, managers and supervisors performing oversight shall also attend the following class prior to or within the first two weeks of employment and again each successive six-month period:
 - I. Contractor Supervisory Techniques and Updates
- 3.1.7 On the first business day of each month, the Site Manager or their designee shall provide to the PA a written schedule of training classes to be conducted the forthcoming month. The schedule shall define the dates, times, locations, and content for each class. Failure to provide scheduled training in accordance with the contractors training plan will result in a \$100 deduction per missed training session from the monthly invoice amount per missed training session.
- 3.2 <u>Bloodborne Pathogen Safety Program</u>
 - 3.2.1 The Contractor shall be responsible for developing and implementing a blood-borne pathogens safety and training program for workers involved with trash removal, restroom cleaning, all waste containers, dispenser servicing, or any other activities where the employee has the potential to encounter blood and other bodily fluids. This program will cover all employees potentially exposed to blood and other bodily fluids, with the goal of preventing the transmission of pathogens such as HIV and Hepatitis B. At a minimum, the following items must be included in the training:
 - I. Universal Precautions—all human blood and certain bodily fluids are treated as if known to be infectious for HIV, HBV, or other blood-borne pathogens;
 - II. Medical Evaluations—Contractor shall provide employees with medical evaluations and procedures, including the HBV vaccination series and post-exposure evaluation
 - III. and follow-up;

- IV. Explain how to recognize occupational exposure, the symptoms of blood borne diseases, modes of transmission of blood borne pathogens and describe the methods of controlling HBV and HIV transmission;
- V. Personal Protective Equipment (PPE)—Contractor shall provide employees with appropriate PPE such as gloves, gowns, face shields, masks, and eye protection. PPE must not permit blood or other potentially infectious materials to reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes; Clean-up procedures including waste storage and disposal and the care of PPE and laundry;
- VI. Explain the use and limitations of work practices and PPE;
- VII. Explain the use of labels, signs, and color-coding and the proper response to large spills of blood or bodily fluids; and
- VIII. Surfaces contaminated with blood or other bodily fluids shall be cleaned and rinsed with an EPA approved, hospital grade, and phenolic-based disinfectant cleaner. Personnel with open sores or cuts shall not be involved with cleanup activities.

SECTION 4: WORK SPECIFICATIONS

4.1 Work Performance Standards

4.1.1 Work performance standards are specifications, showing general outlines and details necessary for a comprehensive understanding of the work, from the contract documents. All work under the contract shall be performed in compliance with the requirements and tasks, resulting from the specifications. The specifications and all other provisions of the contract documents are essential parts of the contract.

4.2 <u>Specification Changes</u>

4.2.1 The specifications may be changed unilaterally by DEN. Notification to the Contractor shall be made verbally if the duration of such change is less than one week; otherwise, notifications will be made in writing.

4.3 Work Areas

4.3.1 All Contractor employees shall be at their assigned work areas, ready for work, at the start of their assigned shift. Employees shall remain in their assigned work areas until the designated end time for their shift. Exceptions include being relieved by their assigned shift replacement and for designated breaks.

4.4 Cleaning Vending Machine Areas

4.4.1 The Contractor shall be required to perform cleaning services in the areas in/near where vending machines are located. The purpose of this specification is to ensure floors are clean and free of debris. The contractor is not responsible for the cleaning of the machine. However, trash and debris around, on top and under the vending machines shall be

removed. The monitoring of the vending machine areas must be performed once per shift.

4.5 <u>Dispensers</u>

- 4.5.1 All dispensers (toilet paper and towel dispensers, feminine product dispensers, etc.) within the areas serviced shall be stocked by the Contractor unless otherwise specified in writing by the PA. The Contractor shall be responsible for purchasing toilet tissue spindles in all restrooms, as applicable. The Contractor shall ensure an adequate stock of toilet tissue spindles at all times. DEN shall provide the Contractor with the specifications for the toilet tissue spindle required for each toilet tissue dispenser.
- 4.5.2 DEN will provide all menstrual care products. The Contractor shall stock all menstrual care products in public and non-public restrooms. The Contractor shall collect and return to DEN any revenue from the menstrual care product dispensers (where applicable). Vending prices must be approved by DEN. Such revenue shall be accounted for at all times by the Contractor. The Contractor shall provide monthly reports to the PA that track generated income from the sale of menstrual care products.
- 4.5.3 The Contractor is responsible for replacing batteries inside the battery-operated automatic paper towel dispensers. Batteries for the dispensers shall be provided by DEN.
- 4.5.4 The Contractor is responsible for refilling and replacing wall/mirror mount manual soap and hand sanitizer dispensers.
- 4.5.5 The Contractor shall not be required to replace or repair any defective or damaged dispensers (automatic/ hardwired soap dispensers, toilet paper dispensers, paper towel dispensers, feminine product dispensers, etc.) or any parts thereof. However, the Contractor shall be required to have their employees report any defective or damaged dispensers or parts to MCC immediately.
- 4.5.6 The Contractor shall provide a summary report of the defective or damaged dispensers reported to MCC and to the PA at the end of each shift.

SECTION 5: EQUIPMENT AND PROPERTY

5.1 Supplies and Equipment Provided by DEN

- 5.1.1 DEN shall provide and pay for all the following items to be used on its premises:
 - I. Paper towels for dispensers
 - II. Toilet tissue for dispensers
 - III. Toilet seat liners for dispensers
 - IV. Hand soap for dispensers
 - V. Odor neutralizer/fragrance refills

- VI. Wax paper bags for sanitary napkin receptacles
- VII. Waste receptacle liners for large receptacles.
- VIII. Sharps containers and replacements—However, Contractor is responsible for the proper removal and disposal costs of the contents inside the needle containers.
- IX. Disposal bags and compostable water bowls for pet relief areas
- X. Batteries for paper towel dispensers (as applicable)
- XI. Water dumping receptacles
- XII. Waste/recycle/compost receptacles
- XIII. Menstrual products
- 5.1.2 Any and all cleaning products shall be purchased by the Contractor. DEN shall not reimburse the Contractor for any cleaning product purchased without written approval.
- 5.1.3 Cleaning areas higher than 12 feet may require a high platform. DEN has 4 scissor-lifts that are available to the Contractor for these areas. Scissor-lifts are not equipment provided exclusively to the Contractor. Prior to borrowing the scissor lifts, the Contractor shall inspect the equipment to ensure it is in good working order. Any damages or other issues with the scissor lifts shall immediately be reported to DEN's Maintenance Control Center ("MCC") along with the PA and on duty CCC. The Contractor shall provide necessary equipment to complete the cleaning task.

5.2 Damage to DEN Property

- 5.2.1 The Contractor shall submit a written report of any damages to the building, furniture, fixtures, or equipment caused by its employees within 24 hours of the incident. Contractor shall follow DEN standard operating procedures for communication.
- 5.2.2 Contractor shall be held liable for any damage caused by their employees. The cost of repair or replacement may be deducted from the Contractor's fixed monthly invoice.

5.3 <u>Critical and/or Needed Repairs</u>

5.3.1 The Contractor's Supervisors shall promptly notify the PA and on duty CCC via handheld radio/phone or DEN computerized system of needed repairs or damage to fixtures, buildings, and other equipment belonging to DEN. The CCC shall provide direct communication to DEN's Maintenance Control Division. If the PA or on-duty CCC are unavailable, then the Contractor must contact DEN's Maintenance Control Division directly.

5.4 Business Office

- 5.4.1 DEN will provide, at no expense to the Contractor, office space, storage space, and utilities (excluding telephone and internet service) as reasonably necessary for the performance of the Contractor's duties. These offices will include at a minimum the following facilities:
 - I. Business offices suitable for the management of the Contract

- II. Break rooms for Contractor employees (may be a shared space)
- III. Storage rooms (as available) for the Contractor
- IV. Laundry room and laundry hookups for the Contractor; and
- V. Equipment repair facility
- 5.4.2 Office equipment such as desks, computers, laptops, tablets, copiers, fax machines, etc. will be provided by the Contractor.
- 5.4.3 The Contractor shall not use these spaces provided by DEN to support any other functions of the company beyond the scope of services of this Contract. DEN reserves the right to evict the Contractor from the office space if the Contractor violates this requirement.

5.5 Lockers, and Break Areas

- 5.5.1 If the employees eat their lunches in the airport facility, they must do so in an assigned lunchroom/breakroom.
- 5.5.2 Janitorial breakrooms located in the Main Termianl are to be used and maintained solely by Contractor's employees. These break rooms are always to be locked and secured. Contractor shall be responsible to provide replacement keys to these break rooms. In some cases, a complete re-key will be required.
- 5.5.3 The Contractor shall provide and maintain all appliances and furnishings to include, but not be limited to, refrigerators, microwaves, tables and chairs.
- 5.5.4 Contractor shall be responsible for disposal of any appliances and other office furnishings that become inoperable/damaged.
- 5.5.5 The Contractor shall provide lockers for the use of custodial employees, supervisors, and managers to store personal items during their work shift.

5.6 Storage Space

- 5.6.1 The Contractor shall store its supplies, materials, and equipment in storage areas and janitorial closets designated by DEN. The Contractor agrees to keep these areas in a neat, orderly, and clean condition at all times and to comply with applicable fire regulations.
- 5.6.2 DEN shall not be responsible in any way for supplies, materials, or equipment in these areas that may be damaged or lost by fire, theft, accident, or other circumstances.
- 5.6.3 Any such janitorial storage rooms must remain closed and will be equipped with doors and locks. Locks, if not already installed, will be furnished and installed by DEN.

5.7 Keys

- 5.7.1 At the beginning of the Contract, the Contractor will be issued all keys necessary for the various types of dispensers throughout the facility. The Contractor shall be responsible for purchasing replacement keys.
- 5.7.2 The Contractor shall follow Airport policies and procedures for the request and issuance of DEN security keys. For clarification DEN security keys open doors.
- 5.7.3 The Contractor shall exercise all reasonable efforts to ensure the safety of DEN security keys. Under no circumstances should any keys be taken off airport property. The Contractor agrees to not cause, allow, or contribute to the making of any unauthorized copies of Airport Security keys issued to its employees or sub-contractors.
- 5.7.4 Any loss of DEN security keys shall be reported to the PA and DEN Security immediately. The Contractor agrees that any loss or non-return of any DEN keys by any of its employees or sub-contractors will render the Contractor responsible for the expenses of a re-key of the affected areas and associated key replacement costs. Re-key is defined as any changing of the lock mechanism to accommodate a different key due to the loss of a Contractor (or subcontractor) issued key(s).
- 5.7.5 The Contractor shall return to DEN Security at the expiration or termination of this contract, or upon demand by DEN Security, all access keys or access badges issued to the Contractor or any subcontractor. If the Contractor fails to do so, the Contractor shall be liable to reimburse DEN for all the costs for work required to prevent compromise of DEN's security system. DEN may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this contract.

5.8 Parking

- 5.8.1 The City may provide, as needed and based on availability, parking for the Contractor's Site Manager and authorized alternates. DEN may provide three (3) parking spaces for these employees.
- 5.8.2 DEN may provide, as needed and based on availability, the Contractor with two (2) parking spaces designated for Contractor owned vehicles (this excludes any employee's personal vehicle)
- 5.8.3 Other Contractor employees must obtain parking permits from DEN at the expense of the Contractor. The Contractor will be responsible for costs per month per space, subject to availability.

5.9 Contractor Vehicles

5.9.1 The Contractor shall provide the necessary vehicles with the capacity and capability of moving supplies and staff to various locations on DEN's property. The Contractor shall provide all insurance, licenses, bonds, DEN permits, etc. for the vehicles.

- 5.9.2 Any vehicles used in the baggage tunnel must operate on certified natural gas (CNG) or electricity.
- 5.9.3 All vehicles must be in good condition, AWD or 4WD, less than 5 years' old, and under 100,000 miles for the duration of the term of this contract.
- 5.9.4 Pick-up type vehicles shall be equipped with tailgate lift system to transport/stage cleaning equipment.

5.10 Office Papers and Equipment

5.10.1 The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, and using the telephone or office equipment of the offices they are cleaning.

5.11 Time Clocks

- 5.11.1 The Contractor shall provide and install an on-site time clock recording system at DEN for all employees. The Contractor shall require all employees to use the on-site time recording system to record their daily time worked. The PA shall determine time clock locations. The time clock shall have the capacity to produce time verification reports are requested by DEN. The Contractor shall grant unrestricted, to the AS, access to the on-site time clock system for hour verification.
- 5.11.2 The on-site time clock recording system shall have the ability to record time and produce the timekeeping reports necessary to verify all prevailing wage requirements by the City and County of Denver Auditor.

5.12 Uniforms

- 5.12.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted. Uniforms must display the Contractor's insignia or logo and must be visible on at all times. If outerwear is worn, it must comply with the uniform requirements.
- 5.12.2 The Contractor shall provide employees with required personal protective equipment.
- 5.12.3 Cost of the uniforms will be the Contractor's responsibility. This may include all types of shirts, smocks, pants, slacks, field jackets, coats, hats, gloves, rain and snow gear, shoes, and protective gear including goggles and masks.
- 5.12.4 The PA must approve the uniform styles in advance of their use.
- 5.12.5 DEN reserves the right to change the uniform policy and design through the term of the Contract.

5.12.6 The Contractor shall be responsible to replace the employee's worn uniform throughout the term of this Contract.

5.13 Equipment Provided by the Contractor

- 5.13.1 All of the required equipment and radios shall be purchased brand new within 60 days prior to the commencement of the work. However, office equipment such as computers may be used but must be in excellent, reliable condition and acceptable to the PA.
- 5.13.2 The Contractor shall furnish all equipment, accessories, and tools necessary to perform the work properly as defined in this contract. Except where otherwise stipulated, the Contractor shall provide, maintain, repair, and/or replace all necessary custodial tools and equipment. The required equipment list and their specifications can be found in Exhibit J Required Tools and Equipment Capability.
- 5.13.3 All equipment required for the performance of work under this contract shall be new. "New" is defined as being one year or less from the manufacturer date, beginning with the date of the start of the contract. The equipment must be designated to perform the kind of work described in the specifications at the time the services begin. Exhibit J is the minimum amount of equipment required and are to be used exclusively for the performance of work defined in this Contract.
- 5.13.4 DEN may instruct the Contractor to purchase additional equipment. Any equipment purchased by the Contractor that is reimbursed by DEN shall be maintained and serviced by the Contractor and shall become the property of DEN upon the termination of the contract. Any products or equipment purchased by the Contractor on behalf of DEN shall not be reimbursed without written approval from the CA.
- 5.13.5 DEN requires that each piece of equipment (except for small tools such as brooms and dustpans) maintain the original manufacturer's performance specifications or be replaced.
- 5.13.6 All equipment must be permanently identified and visibly labeled with a unique number.
- 5.13.7 All maintenance records shall be stored on DEN specified electronic database, such as DEN SharePoint site (DEN will provide access).
- 5.13.8 Should the Contractor desire to change any equipment from their original selection, the Contractor shall first ascertain that the alternate complies with the required specifications. The Contractor shall then submit a written "request to change" letter to the PA, defining the alternate along with the manufacturer's specifications along with an image of the unit. The Contractor may request alternative equipment to meet changes in performance, outdated equipment and/or in ability to obtain replacement parts. If the PA determines that the alternate performs as well as the initial selection, then the alternate

shall be approved for use. "Miscellaneous small tools" are exempt from the "request to change" letter.

- 5.13.9 The Contractor shall enter into a maintenance agreement with the equipment manufacturer. The maintenance agreement shall be provided to the PA forty-five (45) days prior to the commencement of work. All required equipment shall be maintained and replaced in accordance with manufacturer's specifications.
- 5.13.10 The Contractor shall be subject to a two hundred fifty-dollar deduction per day (\$250.00) per piece of equipment that is out-of-service or defective. The deduction will be made against the monthly invoice submitted by the Contractor.

5.14 Autonomous Equipment

- 5.14.1 The Contractor shall provide an Autonomous Equipment Plan with their proposal.
 - I. Equipment shall be programed and ready for implementation at the start of this contract.
- 5.14.2 The Contractor will implement a total of 10 pieces of autonomous equipment. The equipment will be S50 autonomous floor scrubbers as well as Vac 40's.

Use	#	Brand	Item Name
Autonomous Scrubber	6	SoftBank	S50
Autonomous Vacuum	4	SoftBank	Vac 40

- 5.14.3 Vacuum 40—robotic vacuum for large commercial spaces perceives environmental changes, updates the map, and reroutes itself in real time. It keeps floors spotless and helps deliver purified air with its medical-grade H13 HEPA filter that effectively captures harmful particles and allergens.
- 5.14.4 Autonomous Floor Scrubber S50 Pro—an innovative robotic floor scrubber that offers smart path planning Autonomous modes to simplify deployment, future environment updates and map customization and is equipped with water recycling filtration system so it reduces around 75% of freshwater usage.
- 5.14.5 The first step in our meticulous mapping process involves creating a base map of the environment, akin to developing a blueprint. This map is instrumental in identifying potential obstacles and optimizing the robot's navigation pathways, ensuring efficient and effective operations from the start.
- 5.14.6 Following the creation of a base map, our robotics partner collaborates closely with onsite staff to embark on path planning. This stage is dedicated to establishing the most optimal workflow for daily usage, tailoring the autonomous equipment's tasks and routes to DEN's specific operational needs.

5.14.7 Post-training, our robotics partner engages in a shadowing period with the staff. This hands-on approach guarantees that our staff is fully competent in operating the solutions, ensuring a high level of confidence and autonomy in managing the robotics technology.

SECTION 6: ENVIRONMENTAL

6.1 <u>Environmental Requirements</u>

- 6.1.1 The Contractor and any subcontractors must comply with all environmental requirements. These requirements include all applicable airport, city, state, and federal rules and regulations.
- 6.1.2 Airport environmental requirements are located in Part 180 of the Denver Municipal Airport System Rules and Regulations available at http://www.flydenver.com/about/administration/rules regulations.
- 6.1.3 DEN has the stated goal of becoming the most sustainable airport in the world. To achieve this lofty goal, our key partners have to be fully invested and be a core contributor to reaching these ambitions. Some of the motivations and potential benefits include reduced operating costs, increased worker safety in handling hazardous chemicals, improved air quality, less material sent to landfill and enhanced public image. Contractors should use certified sustainable products whenever available, modify operations to embrace sustainability, and embark on continuous improvement efforts to enhance their performance in this regard on a regular basis.

6.2 Green Cleaning and Operating Procedure

- 6.2.1 The Contractor must create and follow set of guidelines of a "Green Cleaning Standard Operating Procedure" (GCSOP) that governs the overall provision of janitorial services. The GCSOP must address cleaning tasks, the selection and stocking of chemical products, safe chemical use and handling, waste diversion and disposal, equipment operation and maintenance, communications protocols, worker safety, training and awareness, public and customer safety, inspections, and reporting and recordkeeping.
- 6.2.2 The format and content of these procedures should follow the proposed Green Seal Environmental Standard for Cleaning Services (https://greenseal.org/programs/cleaning-services/) and meet Leadership in Energy & Environmental Design (LEED) Green Policy and Program Plan requirements (http://www.usgbc.org/leed).
- 6.2.3 The Contractors Green Clean Operating Procedure will be inserted below.

6.3 Packaging and Product Requirements

- 6.3.1 Products should be provided in reusable, refillable, and/or recyclable containers to minimize waste generation and disposal. Reusable and refillable are heavily preferred.
- 6.3.2 Product containers should be comprised of the highest post-consumer recycled content possible that is cost-effective.
- 6.3.3 Product should be available in concentrated form (less than 20% water by weight).
- 6.3.4 The Contractor remains the owner of all the chemical products it specifies, procures, uses, and stores at the work site. Upon the completion of service or termination for any reason, the Contractor must remove and take possession of all remaining stock of chemicals including partial packages.
- 6.3.5 Products and services with the following characteristics are prohibited from procurement under this contract due to the negative impact their continued broad use may have on worker and public health:
 - I. Combination cleaner-disinfectants.
 - II. Products which liberate ammonia (CAS 7664-41-7);
 - III. Products containing 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2 and CAS 112-07-2).
 - IV. Products containing ethanolamine (CAS 141-43-5);
 - V. Products containing phosphates or phosphates in excess of 0.5% phosphorous by weight.
 - VI. Products which at their least dilute working strength have a pH of less than 2.0 or greater or than 12.5.
 - VII. Products containing more than 20% VOCs by weight; and
 - VIII. Products meeting the definition of a RCRA Hazardous in their least dilute working strength.
- 6.3.6 The following products are prohibited for use at DEN under this contract:
 - I. Products containing persistent bio-accumulative toxic compounds.
 - II. Aerosol products.
 - III. Products containing asbestos.
 - IV. Products containing known carcinogens, mutagens, and teratogens.
 - V. Products containing more than 0.1% of: alkylphenol ethoxylates, paradichlorobenzene, 1.4-dioxane, nitrilotriacetic acid, or sodium ethylenediamine tetra acetic acid.
 - VI. Halogenated compounds with an Ozone Depletion Potential of greater than 0.01.
 - VII. Products with a flashpoint of less than 100°F.
 - VIII. Products which have a high risk of causing spontaneous combustion.
 - IX. Products which are strong chemical oxidizers.

- X. Products containing chemical compounds deemed by the Denver Department of Environmental Health to present and undue risk to human health or the environment in their use or disposal; and
- XI. Products listed in Table 1.

	Table 1: Prohibited Chemicals and Compounds			
	Chemical Name	CAS Number	Comments	
1	Arsenic	7440-38-2		
2	Arsenic, compounds of	various		
3	Barium, compounds of	various	not including alloys	
4	Cadmium, compounds of	various	not including alloys	
	Table 1: Prohibit	ted Chemicals and Com	pounds	
	Chemical Name	CAS Number	Comments	
5	Carbon tetrachloride	56-23-5		
6	Chlorobenzene	108-90-7		
7	Chloroform	67-66-3		
8	Chromium, compounds of	various	not including alloys	
9	1,2-Dichlorobenzene	95-50-1		
10	1,4-Dichlorobenzene	106-46-7		
11	1,2-Dichloroethane	107-06-2		
12	1,1-Dichloroethylene	75-35-4		
13	Hexachlorobenzene	118-74-11		
14	Hexachloroethane	67-72-1		
15	Hydrofluoric Acid	7664-39-3		
16	Lead, compounds of	various	not including alloys	
17	Mercury, elemental	7439-97-6	not including amalgams	
18	Mercury, compounds of	various		
19	Methylene chloride	75-09-2		
20	Nitrobenzene	98-95-3		
21	Pentachlorophenol	87-86-5		
22	Per- and Poly-fluoroalkyl compounds	Various		
23	Selenium, compounds of	various		
24	Silver, compounds of	various	not including alloys	
25	Tetrachloroethylene	127-18-4		
26	1,1,1-Trichoroethane	71-55-6		
27	1,1,2-Trichloroethane	79-00-5		
28	Trichloroethylene	79-01-6		
29	2,4,5-Trichlorophenol	95-95-4		
30	2,4,6-Trichlorophenol	88-06-2		
31	Vinyl chloride	75-01-4		

- 6.3.7 The Contractor must submit documentation, within thirty ("30") days of contract notice to proceed, that all procured products and services do not contain any of the prohibited items listed above.
- 6.3.8 All chemical containers shall retain the original label that must define the instructions for use of the chemicals and any pertinent warnings and safety instructions. All chemicals used must have the manufacturer's quality control batch numbers included on cases or containers.
- 6.3.9 Chemical solutions may be issued to janitorial workers in clearly labeled secondary containers. These containers shall be labeled with the container contents such as "Germicide Detergent." The PA may require additional secondary container label criteria during the term of this contract.

6.4 Recycling and Composting Support

- 6.4.1 DEN has established waste diversion goals in order to minimize the amount of trash that the airport sends to the landfill. Recycling and composting are critical components of our waste diversion efforts, but the success of the program depends greatly upon the Contractor's support.
- 6.4.2 All janitorial support staff must be trained on and comply with the DEN Recycling and Composting Program. Initial training for new hires as well as annual retraining is required, as per the Waste No More City and County of Denver regulations. DEN Sustainability is available to provide content and support for the creation of these trainings.
- 6.4.3 The Contractor is responsible for the collection and proper disposal of recycling and compostable organic material in City employee break rooms, City offices, public restrooms and public areas. DEN may add recycling and compost collection locations to this list through the term of the contract at no charge to DEN. Plastic bags, disposable gloves, and other contaminants are not allowed in recycling or compost containers. The Contractor will empty the contents of recycling bags into the appropriate containers and then throw the plastic bags into the trash containers. Compostable bags may be thrown directly into compost containers. The Contractor will be responsible for the purchase of the following bags for the three primary waste streams:
 - I. Small Clear plastic bags for trash.
 - II. Blue plastic bags for international waste (or approved alternative)
 - III. Light green or green compostable bags for DEN offices and breakrooms compost (must be certified "Compostable in Industrial Facilities" by BPI, Biodegradable Products Institute).
- 6.4.4 DEN will designate specific areas for Concessionaires to dispose of their compost. Concessionaires shall be responsible for moving the compost from these staging areas to designated compost pick-up areas on the loading dock. The Contractor shall be required

to remove compostables from Contractor areas of responsibility only. Compostable material shall be disposed of in appropriate containers.

- 6.4.5 DEN will recycle or donate partial rolls of toilet paper, as available. The Contractor shall be responsible for transporting partial rolls of toilet paper collected at the AOB loading dock. Only rolls with one quarter of an inch remaining shall be removed from restrooms. In the case of toilet paper collection, plastic bags are acceptable.
- 6.4.6 The Contractor shall be responsible for placement and servicing of trash, recycling, and compost containers for special events as defined by DEN.
- 6.4.7 DEN Environmental along with the PA and the Contractor shall continually evaluate and discuss ideas, in monthly meetings, on how to improve the recycling and composting programs at DEN.
- 6.4.8 Upon Request from DEN, the Contractor may be asked to provide trash, recycling, and composting containers/bins for special events.

6.5 Waste Disposal

- 6.5.1 The Contractor shall obtain appropriate disposal transport containers (tilt carts/trash barrels) and shall be solely responsible for the coordination of all disposal activities. The number, size, location, replacement, etc. of transport containers (tilt carts/trash barrels) may be determined by the Contractor as long as there is a timely and appropriate disposal of waste, recyclable, and compostable material.
- 6.5.2 Contractor personnel should avoid the use of public elevators for the transportation of large transport containers. These types of containers shall only be transported in designated freight elevators.
- 6.5.3 The Contractor shall be responsible for all costs associated with the disposal of all waste generated at DEN as a result of the Contractor's environmental non-compliance activities.
- 6.5.4 No materials shall be allowed to enter Denver's storm water sewer system.
- 6.5.5 Only those products suitable for discharge via the sanitary system will be considered allowable discharges. All sanitary sewer discharges must comply with the Denver Revised Municipal Code Section 56-102, Part 180 of the Denver Municipal Airport System Rules and Regulations, Metro Wastewater Rules and Regulations, along with any other applicable federal, state, or local regulations.
- 6.5.6 The disposal of any hazardous wastes on City property is prohibited. All hazardous waste must be disposed off-site at an appropriately permitted facility. It shall be the Contractor's responsibility to determine any associated or potential cost for hazardous waste disposal compliance. Staff that interact with hazardous waste should be trained annually on proper protocols.

- 6.5.7 Solid wastes that exhibit no hazardous characteristics or no contamination by regulated substances may be disposed responsibly in available on-site City trash receptacles or dumpsters.
- 6.5.8 The Contractor shall monitor the status of all recycling and trash receptacles in the Main Terminal and AOB to ensure that the areas are meeting good housekeeping standards.
- 6.5.9 In the event that the closest or preferred waste collection point is inoperable or inaccessible, Contractor shall use another designated location and not leave waste in an undesignated area.
- 6.5.10 The Contractor shall notify DEN's Maintenance Control Center, and Airport Services of any observed issues with recycling and trash receptacles such as non-functional equipment or leakage. When calling DEN's Maintenance Control to report a defective compactor, the Contractor shall give the name of the calling employee, date, time, location, nature of the problem and efforts made to correct the problems. The Contractor shall notify Airport Services of their observations. The Contractor shall also assist the Contract Compliance Group in identifying responsible parties (company name, personnel name, description, etc.) for non-compliance with the proper handling and disposal of wastes at DEN.
- 6.5.11 The Contractor shall not be held responsible for removing from compactor or compactor chutes large sized items or electronic waste, i.e. couches, desks, file cabinets, batteries, computers, computer monitors, etc. Contractor shall report issues with large size items and "E-waste" immediately to on shift AS personnel or directly to the MCC.
- 6.5.12 The following is a list of recycling and trash compactor's locations is subject to change throughout the term of the contract:

Trash Services	Equipment Type	Quantity
AOB Loading Dock	27 yd SC compactor	1

Recycling Services	Туре	Quantity
AOB Loading Dock	30 yrd compactor	1
Bale pickup service	Plastic film bales	1

6.6 Safety Data Sheets

6.6.1 The Contractor shall provide copies of SDSs for all chemicals to be used in its activities, as well as estimated quantities and storage locations. These sheets shall be provided to the PA for approval prior to their use. This obligation is for the term of this contract.

- 6.6.2 If the Contractor wishes to use new product formulations at DEN, the Contractor shall provide a new SDS sheet to the PA. The Contractor shall not bring any new formulations on site prior to approval by the PA.
- 6.6.3 This is the minimum level of required documentation. DEN reserves the right to request additional information to assess the risk associated with any chemicals used by the Contractor. Any additional information must be provided to the PA upon request.

6.7 <u>Emergency Planning and Community Right-to-Know Act (EPCRA)</u>

- 6.7.1 The Contractor must comply with the applicable sections of the EPCRA. These include:
 - Section 302—Extremely hazardous substances in quantities greater than the thresholding planning quantities must be reported to the Colorado Emergency Response Commission (CERC);
 - II. Section 304—Notification of reportable releases must be made to the CERC, Denver's Local Emergency Planning Commission (LEPC), and the Denver Fire Department (DFD):
 - III. Section 311—The Contractor shall submit copies of all SDS or a list of its hazardous chemicals to the CERC, LEPC, and the DFD; and
 - IV. Section 312—The Contractor must submit an emergency and hazardous chemical inventory form to the CERC, LEPC, and the DFD for the same chemicals covered under Section 311.
 - The Contractor must also complete the DFD's Hazardous Materials Inventory System (HMIS) forms for chemicals stored at DEN.
- 6.7.2 The Contractor shall also complete the DFD's Hazardous Materials Inventory System (HMIS) forms for chemicals stored at DEN.

SECTION 7: CLEANING TASKS AND WORK SPECIFICATIONS

7.1 <u>Carpet Cleaning</u>

- 7.1.1 All completed tasks related to carpet cleaning shall be compliant with the carpet manufacturer's recommendations and the Carpet and Rug Institute's (CRI) maintenance guidelines. Carpets, rugs, and mats shall be clean and free from dust, dirt, and other debris. All visible litter such as paper, baggage tags, cigarette butts, gum, etc., shall be picked and vacuumed throughout the day on all three shifts. Vacuuming shall be performed on a daily basis on all three shifts to ensure clean carpets free of debris.
- 7.1.2 Come carpet types will require a "pile-lifting" cleaning process. Pile lifting" in carpet cleaning refers to the process of using specialized tools or techniques to raise and separate the carpet fibers, effectively removing deeply embedded dirt and debris from the carpet pile, restoring its appearance and texture by lifting the flattened fibers back to their original height; essentially, it means "fluffing up" the carpet to make it look newer and cleaner.

7.1.3 The Contractor shall provide a dedicated highly skill carpet and hard floor cleaning crew. This crew shall be responsible for maintaining all carpet and hard floor in clean conditions per the specifications in the scope of work

7.2 Acid Wash Rough Granite

7.2.1 The rough granite flooring (unfinished, flame cut) requires periodic machine scrubbing with a light dilution of Muriatic Acid and water (or other mild acid-based solution) to remove oils and grease accumulation. Contractor shall use extreme caution in utilizing said products and ensure proper rinsing as well as the safety of its employees and the public. There shall be no splash marks or mop streaks on furniture, walls, equipment, baseboards, etc.

7.3 Auto-Scrub Non-Carpeted Floors (Not Stone)

7.3.1 Use an auto-scrubber to remove soil and spills from non-carpeted corridors, lobbies, etc. Brush or pad pressure shall be adjusted high enough to provide firm contact with the surface but not enough to cause any deleterious effect to the finish being cleaned. Litter should be picked up and the floor should be properly dust mopped prior to scrubbing. A low-suds detergent concentrate shall be used to prevent excessive foaming in the solution recovery tank. Where practical to do so, furnishings and floor mounted trash, ash plus other receptacles shall be moved out of the area to be scrubbed, thereby reducing the amount of hand mopping required, and shall be moved back to their proper area in a timely manner. The squeegee, when properly adjusted, shall leave no streaks or puddles while scrubbing. Detergent solution left on the surface as a result of turns made during the auto-scrubbing operation shall be removed promptly with a mop, mop bucket and wringer. If the solution is allowed to dry, it will leave a whitish discoloration on the finish. When the floor has been completely scrubbed, it shall be free of soil, streaks, film, or stains. All visible litter such as paper, baggage tags, cigarette butts, gum, etc., shall be picked up or swept throughout the day.

7.4 <u>Carpet Shampooing—Dry Clean Method</u>

7.4.1 Dry cleaning carpet is defined as the spot cleaning, vacuuming, application and scrubbing of dry-cleaning compound followed by another complete vacuuming. All vacuuming shall be done with an upright vacuum, or approved equivalent. All stained areas shall be treated with spot cleaning solution following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. The dry cleaning shall be performed by applying the "dry" chemical and machine scrubbing the area according to the manufacturer's instructions. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After sufficient absorption time, the remaining drycleaning residue and soil shall be vacuumed completely following a pattern that will give the carpet pile a clean and uniform appearance. Carpets, rugs, and mats shall be clean and free from spots, stains, dust, dirt, and other debris.

7.5 Carpet Shampooing—Extraction Method

7.5.1 Carpet shampooing, extraction method is defined as the spot cleaning, vacuuming, pile brushing, operation of the extraction equipment, and re-vacuuming of all carpet in an area. All vacuuming, both before and after the use of the water extraction equipment shall be done with an upright carpet vacuum. All stained areas shall be treated with spot cleaning solutions, following the directions of the manufacturer of the solutions. Spot cleaning shall continue until as much of the stain as possible has been removed. The water extraction equipment and materials shall meet the Specifications defined in the Contract Documents. The extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the extraction equipment and material shall be followed during their use. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After operating the water extraction equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern which shall give the carpet pile a clean and uniform appearance. Carpets, rugs, and mats shall be clean and free from spots, stains, dust, dirt, and other debris.

7.6 <u>Clean and Disinfect Drinking Fountains and Water Filler Stations</u>

7.6.1 Use a spray bottle of germicidal detergent, soft sponge or cloth, small percolator brush, abrasive pad, and a lotion-type cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets. Then, disinfect all polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil. Any puddles under the drinking fountains and/or water filling stations as soon as practical.

7.7 Graffiti Removal

7.7.1 Use an approved graffiti removal product to remove any writing or drawings made on walls or any other surface. If the writing or drawing is carved into the surface the Contractor shall report the vandalized surface immediately to the CCC or the MCC. Graffiti shall be removed from all walls and surfaces as discovered by the Contractor or as notified by DEN.

7.8 Clean and Disinfect Wash Basins, Toilets, Urinals, and Showers

- 7.8.1 The following specifications shall be performed each time a restroom is cleaned regardless of shift. These are cleaning specifications that must be followed by all custodial staff.
- 7.8.2 Apply germicidal detergent solution to all fixtures and to the wall area beside and between the fixtures. Clean the insides, tops, sides, and wall areas between the fixtures with a sponge. Wipe the metal surfaces dry with a cloth to prevent spotting.

- 7.8.3 Clean the insides of the urinals with a bowl mop. Use the bowl mop to clean the underside of the flushing rim. Clean the tops and sides of the urinal with a sponge. This sponge shall be of a particular color that will be used only on commodes and urinals. Wipe metal surfaces dry with a clean cloth to prevent spotting.
- 7.8.4 Apply germicidal detergent solution to the inside and outside of the commodes and to the wall areas beside them. Spray the top of the seat first, then lift the seat and spray the remainder of the fixture. Clean the inside of the fixture with a bowl mop. Use the bowl mop to clean under the flushing rim. Clean the seat, outside of the fixture, and wall beside the fixture with the same sponge used to clean the outside of the urinals. Wipe the top of the seat and the metal surfaces dry with a cloth to prevent spotting.
- 7.8.5 Apply germicidal detergent solution to the walls and floors in shower stalls; use a sponge and abrasive pad to damp wipe all surfaces of the shower. Remove all debris from the shower drain.
- 7.8.6 Wash basins, toilets and urinals shall be clean and disinfected, free of marks, smudges, and water stains.

7.9 Clean Walk-Off Mats

- 7.9.1 Use and upright carpet vacuum, a wet-dry tank vacuum, a pile brush, and a carpet stain removal kit to remove soil, moisture, stains, etc., from walk-off matting.
- 7.9.2 Walk off Mats shall be washed quarterly using the carpet cleaning extraction method.
- 7.9.3 Walk-off mats shall be clean and free from spots, stains, dust, dirt, and other debris.

7.10 Completely Vacuum Carpet

- 7.10.1 Vacuum all carpeted floors and walls to collect surface soil and embedded grit from all areas accessible to the carpet vacuum.
- 7.10.2 Chairs and trash plus other receptacles shall be tilted or moved where necessary to vacuum underneath and shall be moved back to their proper area in a timely manner. Additionally, as necessary, to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the upright carpet vacuum, a crevice tool and brush attachment shall be used. After the carpeted floor, has been completely vacuumed, it shall be free of all visible litter, soil, and embedded dirt/mud.

7.11 Damp Mop Non-Carpeted Floors

7.11.1 Prior to being damp mopped, the floor surface shall be dust mopped. A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all soil and

non- permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

7.12 <u>Damp Mop and Disinfect Non-Carpeted Floors</u>

7.12.1 Prior to being damp mopped and disinfected, the floor surface shall be swept. A wet mop, mop bucket and wringer, and germicidal detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The germicidal detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped and disinfected. Chairs, trash receptacles, etc. shall be moved when necessary to mop underneath. After being damp mopped and disinfected, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc.

7.13 Sewage Cleaning

7.13.1 The Contractor is responsible for cleaning sewage spills on an as needed basis. These spills are typically a result of backed up sewage lines inside restrooms. However, sewage type spills in other locations within the areas of responsibility. The Contract shall provide appropriate training and equipment to staff to ensure prompt and effective sewage cleanup.

7.14 Descale Toilets and Urinals

7.14.1 Use non-acid or acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc., from toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scale, scum, mineral deposits, rust stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.

7.15 Disinfect Furniture, Fixtures, Walls, Partitions, Doors, Etc.

7.15.1 Use a sponge or cloth and germicidal detergent solution to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. All surfaces shall be clean and disinfected, free of finger marks, smudges, and stains.

7.16 Dust Building and Furniture Surfaces

- 7.16.1 Use a lightly treated dust cloth, lightly treated hand-held dusting tool, lamb's wool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools, to remove all dust, lint, litter, dry soil, etc., from the horizontal surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment and from horizontal ledges, windowsills, blinds, handrails, etc., below 7' 0" from the top of the floor surface. Items on desk-tops are not to be disturbed. After regular dusting, all such surfaces shall have a uniform appearance, be free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of soil from the area, not by rearranging it from one surface to another.
- 7.16.2 Artwork displays such as statutes and picture frames throughout the facility are considered part of the building and should be cleaned and dusted.

7.17 <u>Dust Mop Non-Carpeted Floors</u>

- 7.17.1 Use a clean dust mop of the largest suitable size for the area. At the end of each pass, turn the dust mop without lifting it from the floor, overlapping the previous pass by one or two inches. Continue this pattern until the entire area is free of visible soil. To remove the soil which has been collected, but does not adhere to the mop, carefully lift the mop head off the floor and lean the mop against the trash collection cart or the janitorial cart. Be careful not to let the mop head or handle touch building or furniture surfaces. Pick up the soil with a counter brush and dustpan. Dump the soil into the trash collection bag.
- 7.17.2 To remove the soil from the mop head, use an upright or tank vacuum with attachments to vacuum the soil from the head. Never pick the mop up from the floor and shake. If no vacuum is available, carefully hold the mop over a trash collection cart and brush with a utility brush. Once completed floors shall be clean and free from spots, stains, dust, dirt, and other debris.

7.18 Empty Trash, Cigarette Butt Recycle, and Ash Receptacles

7.18.1 All waste receptacles, public ash receptacles, pencil sharpeners, and other trash containers within all areas shall be emptied and returned to their initial location. Boxes, cans, papers, etc., placed near a trash receptacle and marked "TRASH" shall be removed. All waste from such trash receptacles shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Sand in cigarette butt receptacles shall be strained to remove ashes and debris.

7.19 Machine Scrub Concrete Floors and Seal

7.19.1 Machine scrubbing of concrete floors is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm equipped with a blue or green floor pad over all accessible floor areas (including those areas which can be made

accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Once floor is completely dry, apply concrete sealer following manufacturer's recommendations. Once completed concrete floors shall be clean and free from dust, dirt, and other debris.

7.20 Machine Scrub and Recoat

- 7.20.1 Machine scrub and recoat is performed on floors that have deteriorated significantly losing the desired "wet" look but are not yet ready to be stripped and refinished. In order to perform this procedure, it should be determined that some floor sealer and finish remains on the floor. Machine scrubbing is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad, over all accessible floor areas (including those areas which can be made accessible by the removal of non- fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Recoating shall then be accomplished by applying one or more coats of metal cross link polymer floor finish as specified in the Contract Documents. After recoating, the floor residue should be removed from baseboards, kick plates, building and furniture surfaces.
- 7.20.2 Machine scrub polished granite using a stone floor cleaner and rinse thoroughly. Apply Material and scrub using automatic scrubbers and red pads with vacuum in the up (or off) position. Allow to dwell for 5-10 minutes. After sufficient dwell time, rinse with clean water and vacuum down (or on). A de-foaming agent in the vacuum tank s suggested. Immediately after completely rinsing, apply the cleaner using automatic scrubbers and clean red pads. Buff floor with white pads and high-speed buffers/ burnishers.
- 7.20.3 Dilution and Coverage Rates:
 - I. SCS = 10 liters for every 20 gallons of water (covers 40,000 sq. ft.)
 - II. DCC = 2 liters to every 20 gallons of water (covers 40,000 sq. ft.)
- 7.20.4 Machine scrub rough cut and honed (not polished) granite. Machine scrub using a stone floor cleaner and rinse thoroughly. Apply Material and scrub using automatic scrubbers and non –abrasive stiff bristle brushes with vacuum in the up (or off) position. Allow to dwell for 5-10 minutes. After sufficient dwell time, rinse with clean water and vacuum down (or on). A de-foaming agent in the vacuum tank is suggested. Immediately after completely rinsing, apply a stone floor cleaner using automatic scrubbers and clean "soft bristle" brushes.
- 7.20.5 Resurface polished Granite floors. Polish floors using diamond polishing/grinding disks. Following grinding/polishing with diamond disks, floors should be polished with a granite polish to restore the original luster to the floor.

7.21 Machine Scrub Restroom Floors

7.21.1 Machine scrubbing of floors is defined as applying a germicidal detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad over all accessible floor areas (including those areas that can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas that are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. There shall be no dirt, streaks, mop swirls, or shadowing, and all floors shall be scrubbed to a clean and uniform glossy appearance.

7.22 <u>Vacuum Carpeted Floors</u>

7.22.1 Use an upright carpet vacuum to remove obvious soil and litter from the carpet. After the carpeted surface has been completely vacuumed, it shall be free of all visible litter, soil, and embedded dirt/mud. This task shall be performed on all carpeted areas during all three shifts.

7.23 Monitoring Specifications

7.23.1 Remove litter, sweep, and/or vacuum obvious soil from floors and mats. Spot clean unsightly soil from building, fixture and furniture surfaces. Spot mop floors to remove liquids and unsightly soil. Empty trash and ash receptacles that may become full prior to the next scheduled cleaning. Check all recycle containers, empty into appropriate waste containers and replace with a new liner. Clean the interior and exterior of containers as needed. Refill paper towel, toilet tissue, hand soap, and other dispensers, or their batteries, that may become depleted prior to the next scheduled cleaning. Refill of dispensers will not take place too early so as to generate unnecessary waste of supply product. There shall be no refill of toilet tissue where there is more than a quarter inch left on the roll. Remove carpet stains. Empty/dry vacuum or exchange, if necessary, wet or ineffective entrance mats.

7.24 Monitor Floors to Remove Litter

7.24.1 All visible and/or reported litter such as paper, rubber bands, paper clips, chewing gum, dead insects/rodents (moths, beetles, mice, or birds, etc.) shall be appropriately picked up, swept up, or vacuumed and placed in the proper waste collection container.

7.25 Rearrange Furniture as Required

7.25.1 All furniture moved by the Contractor's employees during the performance of the work shall be returned to its' appropriate location in a timely manner. Additionally, all other office furniture such as chairs, waste receptacles, or planters shall be returned to their appropriate location. There shall be no dust buildup or lint on furniture, seats, fixtures, counters, cabinets, and workstations.

7.26 Recoat Non-Carpeted Floors with Metal Cross-Link Polymer Floor Finish

7.26.1 Recoating is performed to replace floor finish that has been removed by normal activity and floor maintenance procedures. Recoating should be performed to restore a floor to a uniform and glossy appearance before it is necessary to strip, seal, and refinish. Recoating is defined as the application of one or more coats of finish to a floor to within six (6) inches of the baseboards after the floor has been thoroughly dust mopped and machine scrubbed.

7.27 Refill Paper Towel, Toilet Tissue, Hand Soap, and Feminine Hygiene Dispensers

7.27.1 All dispensers shall be completely filled to the proper level. Care should be taken not to overfill the dispenser, as this results in damage to the dispenser. The paper supplies and hand soap shall be placed in the dispensers in accordance with the directions of the dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage. Dispensers shall be clean and free of finger marks, smudges, and other defacing marks.

7.28 Replace Obviously Soiled or Torn Trash Receptacle Liners

7.28.1 All plastic liners that are torn or obviously soiled shall be removed from trash receptacles and replaced with new plastic liners. The liners shall be folded back over the rim of the receptacle.

7.29 Spray and/or Spot Clean Furniture, Fixtures, Walls, Partitions, Doors, Etc.

7.29.1 Use a sponge, clean cloth, and spray bottle of neutral detergent, germicidal detergent, or glass cleaner to remove fingerprints, smudges, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. Germicidal detergent shall be used in rest rooms, locker rooms, and drinking fountains. Glass cleaner shall be used on hard to remove spots. After spot cleaning, the surfaces shall have a clean, uniform appearance and be free of streaks, spots, and other evidence of removable soil. This includes both sides of glass in exterior doors and vestibules and in interior offices.

7.30 Spray and/or Spot Clean Receptacles

7.30.1 The exterior of all receptacles, including trash, recycling, menstrual care product, pet waste, and diaper, shall be damp wiped with neutral detergent solution from a spray bottle and a clean sponge or synthetic fiber cloth to ensure cleanliness. Wet spills on the interior of trash receptacles shall be removed. Cigarette butt receptacles shall be damp wiped with a sponge to remove evident soil. Lotion-type cleanser and an abrasive pad shall be used on hard-to-remove soil. In rest rooms, locker rooms, and food services areas, germicidal detergent shall be used in lieu of neutral detergent.

7.31 Spray and/or Spot Mop Non-Carpeted Floors

- 7.31.1 A wet mop, mop bucket, and wringer, and a neutral detergent solution shall be used to remove all obvious soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area spot mopped shall be rinsed with clear water.
- 7.31.2 Trash receptacles, chairs, etc., shall be moved when necessary to spot mop underneath and shall be moved back to their proper area in a timely manner. After being spot mopped the floor shall have a uniform appearance with not streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. In restrooms, locker rooms, medical areas, food areas, and seating chairs, germicidal detergent shall be used in lieu of neutral detergent.

7.32 Spray—Buff or Burnish

7.32.1 Prior to being spray-buffed or spray-burnished, the floor surface shall be dust mopped. A single-disc floor machine, buffing pad, and a spray bottle with spray-buffing solution may be used to restore a uniform gloss and protective finish to resilient tile or terrazzo floors that are finished with a metal-link polymer floor finish. The spray-buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. All areas accessible to the floor machine shall be spray-buffed. If burnished, a restorer solution shall be applied to the floor and burnished according to manufacturer's instructions. Any restorer solution used shall be a companion product to the floor finish already on the floor. Chairs, trash receptacles, etc., shall be tilted or moved where necessary to spray-buff or spray- burnish underneath and shall be moved back to their proper area in a timely manner. The floor shall be dust mopped after spray-buffing or spray-burnishing. After spray-buffing or spray-burnishing, the entire floor shall have a uniform; glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture and trash receptacles.

7.33 Stone Care Instruction—Stone Floors throughout DEN

- 7.33.1 No products will be allowed in the care of stone floors without advanced written PA approval.
- 7.33.2 Maintenance for polished granite—machine scrub using an approved stone floor cleaner (no rinsing). Apply using automatic machines and clean red pads down (or on). Buff high speed with white pad. Dust mop as needed. Once completed floors shall be clean and free from dust, dirt, and other debris.

7.33.3 Maintenance for rough cut and honed (unpolished) granite-Machine scrub using a stone floor cleaner (no rinsing). Apply using automatic machines and soft brushes with vacuum down (or on). Sweep as needed.

7.34 Strip and Refinish Floors

- 7.34.1 Stripping is defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of non-fixed furnishings. The Contractor shall be responsible only for the removal and return of items such as trash receptacles, tables, chairs, desks, etc. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases in where there is damage to the floor surface. The stripping chemical(s) used shall meet the specifications given in this manual for the type of finish and/or sealer being stripped and shall be used according to the manufacturer's directions. The floors shall be scrubbed with a floor machine equipped with a stripping pad, except those areas in which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer (along walls, in corners, etc.).
- 7.34.2 The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.). All floor surfaces to which stripper has been applied shall be rinsed thoroughly with clean water. When a wet/ dry vacuum is used, the area shall be rinsed at least once after the stripping solution has been removed. If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice.
- 7.34.3 Refinishing is defined as the proper application of at least three coats of finish to all areas. In areas where resilient tile is excessively worn or porous, one or more coats of sealer shall be applied with a clean, fine strand, rayon mop head. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible. No stripping solution or finish shall remain on baseboards, doors, or other surfaces.

7.35 Sweep or Dust Mop Non-Carpeted Floors

7.35.1 Prior to sweeping the floor surface, use a mop and neutral detergent solution to remove spills and obvious soil from the floor, and use a putty knife to remove gum, tar, and other stick substances from the floor. On resilient tile, terrazzo, smooth sealed concrete, or other smooth finished floor surfaces use a treated dust mop and dustpan to remove accumulated soil and litter. On rough, unsealed concrete, or other floors where dust mopping is not effective, use a push broom. The entire area to be swept shall be cleaned thoroughly to remove dust, dry soil, and other litter. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath and shall be moved back to their proper area in a timely manner. After the floor has been swept, the floor surface, including corners and abutments, shall be free of streaks, litter, and spots caused by spills

or tracking. Carpet-type entrance mats shall grit and restore the resiliency of the carpet pile. Rubber polyester entrance mats shall be swept, vacuumed, or "hosed down" to remove soil and grit. All entrances shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location.

7.36 Tile Floor Care

7.36.1 All tile floor surfaces shall be clear of trash and other debris. A neutral cleaner should be used at all timed per manufacturer's recommendations. When washing by hand, prepare the neutral cleaner in a bucket as directed and apply over the surface. Wash a small section of floor at a time (10 to 20 sqm) with a mop. After the first washing, remove all dirt water residues within a reasonably short time. To do so, wet vacuum cleaner might be needed. Rinse thoroughly with clean water and vacuum again if needed to remove any residues. When cleaning with a single brush machine prepare the cleaning solution (Dilution Ratio: 1 part product and 2 parts water (1 L. to 2 L. water) Coverage: 70 to 100 sqm) and pour it in the tank of the single-brush machine. Apply the cleaner solution on the floor using a scrubbing brush and then wash with the single-brush machine, releasing on the surface, when necessary, the cleaning solution contained in the single-brush tank. Wash a small section of floor at a time (10 to 20 sqm) and, after the first pass, remove dirt water residues with a wet vacuum cleaner. On completion of the first pass with the cleaning solution, rinse thoroughly with clean water and vacuum all residues. Use a mop to remove any rubber marks left by the wet vacuum cleaner.

7.37 Stainless Steel Cleaning

7.37.1 The Contractor is responsible for the cleaning and polishing of *all* stainless-steel surfaces. Stainless steel surfaces include but are not limited to columns/pillars, walls, trashcans, baseboards, doors (including the sliding doors for the Automated Guideway Transportation System, all locations). Stainless steel shall be free of smudges, oils, stickers, etc. Stainless steel shall be cleaned in accordance with industry standards. The required results shall be clean surfaces with no streaks. Stainless steel shall be polishes in accordance with industry standards to ensure cleanliness.

7.38 Electrostatic (spraying/Fogging) Disinfecting Services

7.38.1 The Contractor may be required provide Electrostatic (Spraying/Fogging) disinfecting services on an as needed basis. The Contractor will provide all required equipment, personnel and product required for this service at no additional cost to DEN.

7.39 Main Terminal TSA Cleaning Specifications

7.39.1 All TSA areas shall be cleaned per the office basic specifications. The table below provides additional cleaning specifications.

Location	Task	Frequency
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Checkpoint Screening Areas	High touched surfaces areas to include tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards	Daily
Private Screening	High touched surfaces areas to include tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors	Daily
Recompose Area	Clean benches and chairs	Daily
Hand Sanitizer (as applicable)	Refill hand sanitizer *DEN will provide refills.	As needed
Various	Empty trash/recycle receptacles inside offices and within the security checkpoints.	As needed to prevent overflowing receptacles
Various	Vacuum all carpet surface	Daily or as requested
Various	Shampoo/Clean all carpet surface	Quarterly
Breakrooms, Training, Rooms, Admin Areas	High touched surface areas to include; tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors. Sweep & mop floor (daily)	1x per shift on 1 st shift and 2 nd shift, or as requested
Law Enforcement Officer Podiums	High touched surface areas to include; tables, doorknobs, light switches, countertops, handles, desks, phones, chairs, keyboards, and floors. Sweep & mop floor (daily)	1x per shift on 1 st and 2 nd shift, or as requested

7.40 Emergency/Communication and Maintenance Control Center Airport Office Building Level 10-Detailed Cleaning

- 7.40.1 All horizontal surfaces shall be dusted/cleaned on a monthly basis.
- 7.40.2 All surfaces including, but not limited to, lockers, walls and countertops shall be cleaned/wiped on a monthly basis.
- 7.40.3 All breakroom sinks, countertops, and exterior surfaces of appliances shall be cleaned/wiped on a monthly basis.
- 7.40.4 All office chair legs, arm rests, and bases shall be cleaned on a monthly basis.
- 7.40.5 All floors and carpet surfaces shall be vacuumed on a monthly basis.

- 7.40.6 Machine scrub "resilient floors" (low moisture) on a quarterly basis.
- 7.40.7 Clean inside of all windows up to 8 feet.
- 7.40.8 Clean all carpets (extractions) on a bi-annual basis.

7.41 Airport Office Building Loading Dock

- 7.41.1 The Contractor is responsible for the cleaning of the loading dock areas, including the parking areas. All floor surfaces shall be swept as needed to ensure the removal of all trash and debris.
- 7.41.2 The Contractor shall use a floor machine on the concrete walking surface on a bi-weekly basis.

7.42 <u>Estimated Service and Personnel</u>

7.42.1 The service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that the actual service and/or personnel utilization will equal the estimate. It is the intent of this Contract that the City will be supplied with more or less of the services outlined herein according to actual needs.

7.43 Airport Security and Procedures

- 7.43.1 It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.
- 7.43.2 The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Security Office to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries and shall be responsible for each such person's compliance with all Airport Rules and Regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of their access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

- 7.43.3 The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications that occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.
- 7.43.4 The Contractor shall return to DEN at the expiration or termination of this Contract, or upon demand by DEN, all access keys or access badges issued to it or any subcontractor, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse DEN for all the costs for work required to prevent compromise of the Airport security system. DEN may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

7.44 Employee Conduct

- 7.44.1 The Contractor shall only use skilled, competent personnel, who are experienced and knowledgeable in janitorial services.
- 7.44.2 The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.
- 7.44.3 The City reserves the right to approve the Contractor's appointment of any person performing work at the Airport under this Contract.
- 7.44.4 All the employees, subcontractors, and agents of the Contractor shall conduct their activities and services in a professional and customer-service-focused manner throughout the term of this contract.
- 7.44.5 The Contractor shall remove any person under the control of the Contractor from the Airport at the City's request.

SECTION 8: REQUIRED FREQUENCY OF TASKS

8.1 Expectation of the Contractor from DEN

- 8.1.1 The Contractor shall provide services in accordance with the frequencies identified in Exhibit I. DEN reserves the right to increase frequencies in order to meet the required level of cleanliness and passenger demand. DEN may also identify and request decrease to frequencies if work efficiencies are realized by the Contractor. The Contractor shall demonstrate that the desired level of service can be met with lower frequencies or alternate methods.
- 8.1.2 The Contractor may request adjustments to the required minimum frequency requirements as long as the facility is being maintained in a clean condition. Any

adjustments to the required frequencies may be temporary and will increase if the cleanliness of the facility is unsatisfactory.

- 8.1.3 The Contractor may make recommendations to scope of work via a modification in a collaborative effort with the PA. Adjustments may result in a staffing increase or decrease. If a reduction in staffing occurs there shall be a corresponding reduction in monthly hours worked.
- 8.1.4 Meeting the minimum frequencies does not excuse the Contractor from complying with the performance measures included in Exhibit H.
- 8.1.5 The Contractor shall be responsible for recording the number of completed tasks and frequencies. A detailed completed task and frequency report shall be provided to the PA on a monthly basis to demonstrate compliance. The Contractor shall use an Application Programming Interface or the willingness to create one for the delivery of this information.
- 8.1.6 The Contractor shall use a computerized data base to schedule, forecast, and demonstrate the completion of work. The computerized data base shall be capable of creating work orders. The Contractor shall develop the scheduled tasks and frequencies 45 prior to the commencement of work. The computerized work order system shall be fully developed at the time of proposal submittal. The Contractor shall use an Application Programming Interface or the willingness to create one for the delivery of this information.
- 8.1.7 Please refer to Exhibit I, Tasks and Frequencies

SECTION 9: REPORTING

9.1 General Expectations

- 9.1.1 Accurate and timely reporting is essential for the success of the Contractor. DEN intends to work with the Contractor to develop a reporting regime that provides the City with relevant information about the performance of this Scope of Work.
- 9.1.2 The Contractor shall be responsible for developing, implementing and operating their computerized reporting systems.
- 9.1.3 The Contractor shall provide an API, Application Programming Interface, or support development of an API to enable DEN to have more direct access to the data contained within their database.

9.2 System and Frequency

- 9.2.1 The Contractor shall provide a computerized reporting system for DEN. The reporting system shall collect project data to ensure that the Scope of Work is being met.
- 9.2.2 The Contractor's reporting system will provide, at a minimum, the following items.
 - I. Custodial Cleaning Activity Data: Collected by the TRAX® iOS mobile application
 - II. TRAX® Smart Restroom Portal: Business intelligence dashboards and real time reporting (WebBased)
 - III. TRAX® Inspect Program: Business intelligence dashboards and real time reporting
 - IV. Throughput Counters: Thermal Counters with LTE Connection (restrooms)
 - V. BLE Beacon Technology: Passively Monitor Cleaning Activity (restrooms)
 - VI. Employee Monitoring/Clean & Inspect: Real-time dispatching and monitoring tools to mark arrival and departure times of janitorial team members to track restroom cleaning frequencies
 - VII. Customer Feedback Collection Technology: Touchless Feedback solution using QR codes or Near Field Communication (NFC) stickers placed inside the restrooms
 - VIII. Supply Management Monitoring: Use of TRAX/Tork Essity to provide fully connected paper towel dispensers in all public restrooms
- 9.2.3 A cleaning report shall be submitted by the Contractor to DEN on a monthly basis to allow for performance to be monitored. The Contractor shall provide other information within the monthly report as requested by DEN. The report shall include the following information at a minimum:
 - I. Person hours committed to performing the services during the period;
 - II. Highlight major tasks accomplished during the period;
 - III. Notification regarding any particular issues encountered that have or may prevent the services from being performed according to the specification;
 - IV. Notification of any lost-time accidents;
 - V. Results from performance measurement and audits conducted by the Contractor during the period; and
 - VI. Confirmation of the status of any Extra Work requested by DEN and/or completed in the period.
- 9.2.4 The Contractor shall keep on file and provide the following reports to the PA or their designee via DEN Share Point site, or DEN approved alternative database. All reports shall be given in a format acceptable to the PA. Failure to provide the required reports outlined in the section shall result in a \$100 deduction per report.
 - I. Daily timecard report for all three (3) shifts. This report will also include shifts that were not covered due to staffing deficiencies.
 - II. Three (3) Times Daily-A list of names of all personnel present for work during the current shift, each person's position, and his or her applicable areas and tasks. The list shall also provide the number of hours worked by each person listed, over the shift or day, as certified by the Contractor's time records. The Contractor shall provide this list within the first hour of each shift start. DEN reserves the right to make changes

- to the format of this list at any time. DEN also reserves the right to audit these lists with employee timecards.
- III. Weekly restroom scanner reports, which records the frequency employees enter and exit each restroom for cleaning. The report shall include the time in and time out for each cleaning service to ensure that the custodial staff is performing all of the required cleaning tasks during each cleaning service. Failure to record information accurately shall be considered non-compliant and performance deductions will be imposed on the monthly management fee invoice. Performance deductions will be calculated based on per missed scans per restroom which is interpreted as a missed cleaning service. The restroom scan report shall also track the Contractors compliance with tasks and frequencies established through this contract.
- IV. Monthly The Contractor shall produce and deliver to the AS a detailed consumables report of chemicals i.e. floor wax, sealer, restroom cleaning chemicals etc. used during the prior month of each billing cycle. The consumables report shall also include stock quantities of said products.
- V. Monthly A tracking report of all scheduled assignments (other than daily cleaning) such as carpet cleaning, acid wash rough granite, machine scrub and recoat floor, etc.
- VI. Monthly A detailed completed task and frequency report for scheduled services such as passenger loading bridge cleaning, high dusting, carpet/floor cleaning, etc.
- VII. Monthly An inspection summary report which shall provide a summary of all inspections for the entire airport and shall include the total number of inspections performed during the month. The report shall also list the frequencies of discrepancies and their associated corrections as well as the number and types of maintenance observations reported and any other relevant data (inspection details will be developed with the Contractor).
- VIII. Monthly Site Manager/Assistant Site Manager schedules. 520 hours minimum per year on 2nd shift, 520 hours minimum per year on 3rd shift. (Site Manager/ Assistant Site Manager 3rd shift schedules shall be approved by the PA). Site Managers and Assistant Site Managers shall not have the same shifts.
- IX. Monthly An organization chart showing staff working under this contract and company hierarchy. The Contractor shall supply a new organization chart any time changes are made. The report will include start/end and dates for each employee. Any time the organization chart shows staffing numbers under the required total (staffing to be determined by Contractor staffing plan), the Contractor shall provide a statement explaining the reduced levels. This report shall also include daily employee attendance with an emphasis on Supervisor to Custodian ratio.
- X. Monthly Equipment maintenance and repair report.
- XI. Monthly Detailed work order report for carpet and floor work scheduled and completed.
- XII. Monthly Safety report that outlines all safety meetings, accident reports, work related injuries etc.
- XIII. Monthly Training report that outline the completion of the training requirements.

SECTION 10: QUALITY CONTROL PROGRAM

10.1 Program Overview

- 10.1.1 The Contractor shall provide and maintain an effective Quality Control Program acceptable to the Program Administrator or their designee. This program shall include a work order system that has the capabilities to track all work requests, tasks and frequencies as outlined in Section 7 Tasks and Work Specifications. The Quality Control program will identify unsatisfactory facility cleanliness deficiencies through their inspection program. A corrective action plan shall be presented on a weekly basis to the PA. The Contractor shall follow their detailed Quality Control Program as presented in their response to this RFP.
- 10.1.2 DEN requires a computerized recordkeeping system for the Quality Control Program, which would be compatible with DEN technology/system, for the purpose of generating inspection reports.
- 10.1.3 Contractor's inspections shall be performed daily by the Quality Control Manager and Quality Control Inspectors throughout DEN to ensure continuous compliance. Negative findings from the Quality Control Team shall result in work orders to address the areas in need of service.

SECTION 11: PEFORMANCE MEASURES.

11.1 Non-Performance Deductions

- 11.1.1 The Contractor shall be required to meet specified service and performance standards. The following will be considered non-compliant work:
 - I. The work tasks in an area were not performed in accordance with the performance standards;
 - II. Work tasks were not performed in their entirety.
 - III. The specified equipment, tools, and chemicals were not used or were not in good operating condition; and
 - IV. The tasks were not performed within the scheduled work or shift or within the specified time frame.
- 11.1.2 Non-Performance Deduction standards and remedies are outlined in Exhibit H.

11.2 Non-Waiver

11.2.1 Failure of the AS to discover or reject unacceptable work or work not completed in accordance with this contract, shall not be deemed an acceptance thereof nor a waiver of DEN's right to a proper execution of the contract or any part of it by the Contractor.

11.3 Performance Management Plan

- 11.3.1 The Contractor's Performance Management Procedures must be included in the proposal and detailed with samples of any reports, logs, tools, etc. in addition to the required reports in Section 9.
- 11.3.2 The Contractor's authorized Site Management staff shall meet weekly with DEN to review contract performance and present consistent innovation on how to maintain a clean facility.

11.4 Contract Discrepancy Form ("CDF")

- 11.4.1 When the AS group finds the Contractor's work unsatisfactory, he or she will note the defects using a CDF. The Contractor shall have a minimum of one hour following the receipt of the CDF to reperform the work properly. Additional time shall be determined by the AS staff dependent upon the needs of the facility. If the Contractor fails to correct the defect within the time frame provided, the CDF shall be noted and a deduction from the monthly management fee will be authorized.
 - I. The deduction for failure to reperform the work shall be \$400 per failed re-inspection.
 - II. Failure to complete pre-scheduled work may result in a CDF with an initial deduction of \$400.
- 11.4.2 Exception: Defects in carpet and floor work will be given 48 hours to reperform.
 - I. Carpet and floor work shall be \$2,000 per failed reinspection.

11.5 Staffing Deductions

11.5.1 The Contractor must provide the agreed upon monthly janitorial and supervisor labor hours ("total labor hours") under this Contract per the Contractor's work plan. Failure to provide the agreed total daily labor per shift hours per the Contractor's work plan shall result in a deduction per labor hour missed per day per shift. Labor hours shall be validated per the on-site time clock reports.

SECTION 12: CONTRACTOR PRICING (Exhibit B)

SECTION 13: INCENTIVE PROGRAM

13.1 Program Overview

13.1.1 The Incentive Program will be administered quarterly by DEN and will consist of general areas such as, but not limited to, on-site Management Performance, Employee Performance, Equipment, Scheduling, and Customer Service. All categories will be based

on the tasks outlined in Section 7 of the scope of work. Some category matrices may require statistical measurements provided by the Contractor and/or the City while others may require inspection or observational reports. The categories and matrices to be used during a particular quarterly review will be determined and shared with the Contractor prior to the start of that period.

13.1.2 The Contactor and the City will collect statistics and documentation relating to the categories throughout the quarterly period being measured. At the conclusion of the quarter, the Contractors' on-site Management group and the Program Administrator will compile the information and schedule a meeting to present their results for that quarter. This meeting will be conducted with-in 30 days of the end of the quarter being measured. Prior to the meeting, the Contractor and the City will exchange documentation each has compiled for review by each of the Incentive Program Review Board members who will perform a preliminary scoring of each category.

13.2 Incentive Program Review Board

- 13.2.1 The Program Review Board will be comprised at a minimum of the following individuals:
 - I. AS Leadership
 - II. Additional City employees
 - III. Additional Stakeholders not employed by the City
 - IV. The Contractors Site Manager
- 13.2.2 Any substitution of the above must be pre-approved by the Janitorial Program Administrator.

13.3 Incentive Program Quarterly Award (if applicable)

- 13.3.1 The Incentive Program is not a guaranteed payment and shall not be considered as a future wage benefit for the Contractor or Contractor Employees.
- 13.3.2 The data collection and metrics review shall occur regardless of any potential award.

SCOPE OF WORK ATTACHMENT #1

SCOPE OF WORK ATTACHMENT #1						
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			olicable attachm			
	contractors v	vork plan to en	sure clean facilit	ies at all time	s. The areas li	isted below
SERVICE AREAS	are a represe	ntation of the	service areas and	d are not inclu	usive of all cle	aning
	responsibiliti	es. DEN may re	quest additiona	I labor hours	for areas not	identified
	in this table.	The Contractor	is expected to p	rovide the pr	oposed labor	allocation
	per shift/pos	ition. This infor	mation will be ir	nterpreted as	daily staffing	per shift.
CUSTODIAL PERSONNEL MAIN TERMINAL	Shift 1, Cl	Shift 1, CII	Shift 2, C1	Shift 2, CII	Shift 3, CI	Shift 3, CII
Level 6 East Ticket Men's Restrooms (3)	17.60	0.00	17.60	0.00	3.50	1.78
Level 6 East Ticket Women's Restrooms (3)	17.60	0.00	17.60	0.00	3.50	1.78
Level 6 East Ticket Family/Unisex Restroom (3)	3.50	0.00	3.50	0.00	0.80	0.41
Level 6 West (including all public areas/entrances)	4.00	0.00	4.00	0.00	2.75	1.40
Level 6 West Ticket Men's Restrooms (2)	11.73	0.00	11.73	0.00	2.35	1.19
Level 6 West Ticket Women's Restrooms (2)	11.73	0.00	11.73	0.00	2.35	1.19
Level 6 West Family/Unisex Restrooms (2)	3.50	0.00	3.50	0.00	0.50	0.25
Level 6 East Sidewalks	1.93	0.00	1.93	0.00	3.00	1.53
Level 6 West Sidewalks	1.93	0.00	1.93	0.00	3.00	1.53
Level 6 N., E. and W. Walkway/Mezzanine areas above Great Hall	1.93	0.00	1.93	0.00	4.50	2.29
Level 6 West- Other city offices	0.60	0.00	0.60	0.00	2.00	1.02
Level 6 East- Chapel and other City Offices	0.35	0.00	0.35	0.00	2.00	1.02
Level 6 East & Westside – Common Area hallways as applicable	0.35	0.00	0.35	0.00	4.00	2.03
Security Checkpoint all areas	0.35	2.00	0.35	2.00	3.00	1.53
Security Checkpoint exterior hallways	0.35	2.00	0.35	2.00	2.00	1.02
Level 6 East and West TSA Offices and Breakrooms	0.35	0.00	0.35	0.00	2.00	1.02
Level 5 East and West TSA Offices and Breakrooms	0.35	0.00	0.35	0.00	2.00	1.02
Level 5 East Baggage (includes all public areas/entrances and behind all odd size staging platforms)	1.00	2.00	1.00	2.00	4.00	2.03
Level 5 West Baggage (includes all public areas/entrances and behind all odd size staging platform)	1.00	2.00	1.00	2.00	4.00	2.03
Level 5 Great Hall (includes center atrium, stairs, all corridors, security checkpoints, art enclosures and City offices)	4.00	2.00	4.00	2.00	18.00	9.15
Level 6 Great Hall (all corridors, stairs, Security Areas, art enclosures and City offices)	4.00	2.00	4.00	2.00	8.00	4.07
Great Hall Men's Restrooms (2)	7.33	0.00	7.33	0.00	3.25	1.65
Great Hall Women's Restrooms (2)	7.33	0.00	7.33	0.00	3.25	1.65
Great Hall Family/Unisex Restrooms (4)	2.33	0.00	2.33	0.00	1.50	0.76
Level 5 East Men's Restroom (3)	11.55	2.00	11.55	2.00	3.75	1.91
Level 5 West Men's Restroom (3)	11.55	2.00	11.55	2.00	3.75	1.91
Level 5 East Women's Restrooms (3)	11.55	0.00	11.55	0.00	3.75	1.91
Level 5 West Women's Restroom (3)	11.55	0.00	11.55	0.00	3.75	1.91
Level 5 East Family/Unisex (4)	4.67	0.00	4.67	0.00	1.00	0.51
Level 5 West Family/Unisex (4)	4.67	0.00	4.67	0.00	1.00	0.51
Train Levels (East and West) includes arrival platforms and center departure platform East and West emergency stairs	3.50		3.50	0.00	4.00	2.03
Customs (Includes, offices, Restrooms (1) Men's, (1) Women's (1) unisex, Elevators, Escalators, Stairs)	16.00	0.00	16.00	0.00	8.00	4.07
Level 6 East Sidewalks	1.50	0.00	1.50	0.00	4.00	2.03
Level 6 West Sidewalks	1.50	0.00	1.50	0.00	4.00	2.03
Level 5 East Sidewalks and Islands	2.50	0.00	2.50	0.00	4.00	2.03
Level 5 West Sidewalks and Islands	2.50	0.00	2.50	0.00	4.00	2.03

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Level 4 East Entrances, Elevator Lobbies, Escalator Landings	0.50	0.00	0.50	0.00	2.00	1.02
Level 4 West Entrances, Elevator Lobbies, Escalator Landings	0.50	0.00	0.50	0.00	2.00	1.02
Level 4 East Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
Level 4 West Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
Level 3 East Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
Level 3 West Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
Level 2 East Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
Level 2 West Sidewalks	0.50	0.00	0.50	0.00	2.00	1.02
TSA Level 3, (baggage tunnel) Central Control Room and BHS System Control Room	0.30	0.00	0.30	0.00	2.00	1.02
TSA Level 3, (baggage tunnel) CBRA locations (East and West)	0.30	0.00	0.30	0.00	1.00	0.51
Level 3 East, (baggage tunnel) hallways, City offices	0.30	0.00	0.30	0.00	1.00	0.51
Level 3 West, (baggage tunnel) hallways, City offices	0.30	0.00	0.30	0.00	1.00	0.51
Level 3 East Entrances and Elevator Lobbies	0.30	0.00	0.30	0.00	2.00	1.02
Level 3 West Entrances and Elevator Lobbies	0.30	0.00	0.30	0.00	2.00	1.02
Level 3 East & West Restrooms Baggage Tunnel (1) unisex, (3) Men's (3) Women's and Locker room/Restrooms (2)	6.00	0.00	6.00	0.00	2.50	1.27
Level 2 East Entrances and Elevator Lobbies	0.30	0.00	0.30	0.00	2.50	1.27
Level 2 West Entrances and Elevator Lobbies	0.30	0.00	0.30	0.00	2.50	1.27
Level 1 West 110/112 Hallway	0.30	0.00	0.30	0.00	1.50	0.76
Level 1 East and West- City Offices and Restrooms (6) and Locker Room	6.00	0.00	6.00	0.00	3.50	1.78
Main Terminal Escalators (44)	5.10	3.00	5.10	3.00	10.50	5.34
Main Terminal Elevators (68)	4.50	3.00	4.50	3.00	11.00	5.59
Main Terminal Stairwells (30)	2.50	2.00	2.50	2.00	8.00	4.07
Sidewalks/Trash Receptacles outside/adjacent to Terminal, Shuttle Bus Islands	2.50	0.00	2.50	0.00	6.00	3.05
CUSTODIAL PERSONNEL AOB						
AOB Communication and Emergency Operations Center, detailed cleaning per specifications.	0.00	0.00	0.00	0.00	3.00	1.53
AOB Offices, Conference Rooms, Break Rooms, Elevators (3), Hallways, Lobbies, Reception Areas, Stairwells (3) floors 6-10	0.00	0.00	0.00	0.00	5.00	2.54
AOB Women's Restrooms (6)	0.00	0.00	0.00	0.00	5.00	2.54
AOB Men's Restrooms (6)	0.00	0.00	0.00	0.00	4.00	2.03
AOB Nursing Room (1)	0.00	0.00	0.00	0.00	1.00	0.51
City Offices, Hallways, Restrooms (4), Fitness Center – Level 4 of "AOB"	1.50	0.00	1.50	0.00	4.00	2.03
AOB Loading Dock	0.51	0.00	0.51	0.00	3.00	1.53
AOB Entry Areas/Elevator Lobbies on Parking Levels 5A and 5B	0.00	0.00	0.00	0.00	1.00	0.51
AOB Recycling	0.00	0.00	0.00	0.00	2.00	1.02
AOB Trash/Composting	0.00	0.00	0.00	0.00	2.00	1.02
AOB Entry Areas/Elevator Lobbies on Parking Levels 5A and 5B	0.00	0.00	0.00	0.00	2.00	1.02
CENTRAL PLANT						
Men's Restroom/Locker room (1)	0.10	0.00	0.10	0.00	0.25	0.13
Women's Restroom/Locker room (1)	0.10	0.00	0.10	0.00	0.25	0.13
Hallways, Breakroom, and Offices	0.30	0.00	0.30	0.00	0.25	0.13
	224.00	24.00	224.00	24.00	236.00	120.00
Main Terminal and AOB, Daily Supervisor Allocation of Work Hours	Shift	1	Shift 2		Shift	: 3
Main Terminal and AOB Daily Supervisor Allocation of Work Hours Total	24		24		24	
The second secon	24					

 Custodians
 28.00
 3.00
 28.00
 3.00
 29.50
 15.00

 Custodians CI & CII Daily
 31.00
 31.00
 44.50

 Supervisors Daily
 3.00
 3.00
 3.00

202473828 DEN AOB, Main Terminal & HTC Janitorial Services Staffing Plan Summary

Description	Daily Hours	Daily Staff	Monthly Hours	FTE's
Site Project Manager	8.00	1.00	173.33	1.00
Assistant Site Manager	8.00	1.00	173.33	1.00
Operations Manager - Shift 1	8.00	1.00	173.33	1.00
Operations Manager - Shift 2	8.00	1.00	173.33	1.00
Operations Manager - Shift 3	8.00	1.00	173.33	1.00
Admin. Asst./Payroll	8.00	1.00	173.33	1.00
Maintenance/Repairman	8.00	1.00	173.33	1.00
Quality Control Inspector	8.00	1.00	173.33	1.00
Management & Admin.		8.00	1,386.67	8.00
Supervisor, Shift 1	24.00	3.00	728.00	4.20
Supervisor, Shift 2	24.00	3.00	728.00	4.20
Supervisor, Shift 3	24.00	3.00	728.00	4.20
Supervisors		9.00	2,184.00	12.60
Combined Managers & Supervisors		17.00	3,570.67	20.60
AOB, Main Terminal & HTC Shift 1, Custodian I	224.00	28.00	6,813.03	39.31
AOB, Main Terminal & HTC Shift 1, Custodian II	24.00	3.00	730.00	4.21
		31.00	7,543.03	43.52
AOB, Main Terminal & HTC Shift 2, Custodian I	224.00	28.00	6,813.03	39.31
AOB, Main Terminal & HTC Shift 2, Custodian II	24.00	3.00	730.00	4.21
		31.00	7,543.03	43.52
AOB, Main Terminal & HTC Shift 3, Custodian I	236.00	29.50	7,178.33	41.41
AOB, Main Terminal & HTC Shift 3, Custodian II	120.00	15.00	3,650.00	21.06
		44.50	10,828.33	62.47
Combined Staff		123.50	29,485.06	170.11

Summary	Daily Staff	Monthly Hours	FTE's
Managers & Administrative Staff	8.00	1,386.67	8.00
Supervisors	9.00	2,184.00	12.60
Custodians I & II Shift 1	31.00	7,543.03	43.52
Custodians I & II Shift 2	31.00	7,543.03	43.52
Custodians I & II Shift 3	44.50	10,828.33	62.47
Combined Totals	123.50	29,485.06	170.11

SCOPE OF WORK ATTACHMENT #2

TASK	PROPOSED FREQUENCY
First and Second Shift General Cleaning Tasks (ALL SERVICE AREAS)	
Rearrange out of place chairs and furniture	2 x per shift
Clean and disinfect all drinking fountains, all telephones (as applicable) and any kiosks. Polish chrome and metal.	2 x per shift
Remove trash and spot clean horizontal oversize baggage holding areas, to include stainless steel plates and floor behind plates.	2 x per shift
Clean and disinfect water bottle filling stations	4 x per shift
Clean the front and sides only of podium/ticket counters	1 x per shift
Trash removal behind City/Common use ticket counters in the Main Terminal	2 x per shift
Remove trash from trash receptacles for common use ticket counters.	1 x per shift
Clean building and furniture surfaces including all walls, pillars, stainless steel, counters, carousels, etc.	1 x per shift
Sweep, spot mop and tack mop hard floor surfaces.	2 x per shift
Dust and/or spray clean, polish dry where applicable, all surfaces including but not limited to: ledges, window sills/ blinds, podiums, counters, consoles, furniture (as well as chair legs, arm rests, tops of lockers, etc.)	1 x per shift
Remove gum, stickers, tape, etc.	as discovered and/or as requested
Empty all trash containers as needed to prevent overflowing trash. Replace with a new liner and spot clean the exterior of the cans and any soiled floor surfaces.	3 x per shift
Check all recycle containers, empty into appropriate containers and replaced with a new liner as needed.	4 x per shift
Clean the interior and exterior of containers as needed, and the walls behind the recycle containers as needed.	
Monitor all floors, surfaces, equipment, planters, etc., and remove all litter and obvious trash. Sweep under all furniture.	as discovered and/or as requested, min. 4 x shift
Report any lost item found or return to information booth.	
Sweep at all entrances and exits. Vacuum mats at all entrances and exits.	4 x per shift
Vacuum all carpeted areas level 1-6 in the Main Terminal	3 x per shift
Clean all nursing rooms and companion rooms	4 x per shift
Clean pet relief areas (Including outdoor area)	4 x per shift, as discovered and/or as requested
Clean carpet stains	1 x per shift, as discovered and/or as requested
Dust mop all floors with clean non-oily dust mop. Remove fine dust particles frequently from the mop with a vacuum hose.	1 x per shift, as discovered and/or as requested
Remove any wet spillage by damp mopping.	
Third Shift Tasks	
Check all recycle containers, empty into appropriate containers and replace with a new liner as needed. Clean the interior and exterior of container.	2 x per shift
Clean the walls behind the recycle container as needed. Clean and disinfect all drinking fountains, all telephones and kiosks (as applicable). Polish chrome and stainless steel.	1 x per shift
	1 x per shift
Arrange furniture properly and neatly as required.	2 x a shift
Clean Upholstered furniture	1 x per shift
Clean building and furniture surfaces including all walls, pillars, stainless steel, counters, baggage claim carousels, etc.	·
Vacuum mats at all entrances and exits of the Main Terminal	2 x per shift

TASK	PROPOSED FREQUENCY
Remove gum, stickers, etc.	as discovered and/or as requested
Monitor, sweep, mop, and/or scrub all hard surface floors nightly.	2 x per shift
Vacuum all carpeted floors, including under all chairs and furniture. Clean all corners and edges.	2 x per shift or as discovered
Remove carpet stains	1 x per shift, as discovered and/or as requested
Empty all trash containers. Clean the interior and exterior of the cans as needed.	2 x per shift
Hand mop/scrub perimeter floor area adjacent to windows, carousels, walls etc., to remove any buildup of wax, grease or other soil if applicable.	2 x per week
Burnish/ spray buff terrazzo and tile floors if applicable.	3 x per week
Damp mop and scrub the surface of all floors with an all-purpose cleaner. Scrubbing is required with a skid-inhibiting surface or when a smooth surface becomes very soiled. Use a bristle brush or a bristle attachment on a power scrubber (not a nylon pad) using a detergent solution to dislodge the dirt. The type of detergent will depend on the degree and type of build-up on the floor surface. Use an all-purpose cleaner for areas exposed to light traffic dirt. Extremely heavy-duty soils, oil, grease, and rubber marks, etc. may be removed using a cleaner/degreaser to remove tire marks and other tough stains. After scrubbing, the floor should be rinsed and vacuumed to prevent the dirt from resettling on the floor.	1 x per week
Dust all vertical surfaces, facility-wide, includes dusting and sweeping of carpeted wall surfaces and all vents.	Weekly
Dust the tons of all horizontal surfaces facility wide	at least 2 x per month plus any additional request
Clean and disinfect nursing rooms	at least 1 x per shift plus any additional requests
Clean and disinfect pet relief areas	at least 4x per shift plus any additional requests
Office Tasks (all shifts, as accessible)	
Empty all trash receptacles. Clean out the inside of the container if needed. Wipe down the exterior of the container. Replace the liner if needed.	at least 1 x per shift
Dust all horizontal building and furniture surfaces. Do not rearrange items on desks unless specifically told to do so.	at least 1 x per shift
Clean all building and furniture surfaces.	1x per day
Arrange furniture as required.	1 x per shift
Pick up any obvious trash on the floor.	1x per day
Clean and disinfect telephones.	1 x per shift
Sweep tile floors and mop as needed.	1 x per shift
Vacuum carpeted floors thoroughly.	1x per day and/or as needed
Remove trash all large planters (as applicable)	3 x per week
Report any carpet stains that require special work and any broken or damaged items to the custodial staff supervisor immediately.	as discovered
Dust vents, partitions and window sills and dust window blinds where applicable	Weekly
Thoroughly wet mop all vinyl type floors and other hard surface flooring. Raised computer flooring to be damp mopped only and buckets with water are to remain outside of raised floor areas.	Weekly
Perform high dusting of horizontal surfaces	Monthly
Detail vacuum all carpeted areas along edges, corners and other hard to reach areas or areas inaccessible with upright.	Monthly

TASK	PROPOSED FREQUENCY
Disinfect upholstered furniture, steam clean or approved equivalent	Monthly or as needed
Clean and polish wooden surfaces on furniture	Clean weekly, Polish Quarterly
Perform high dusting of vertical surfaces over 20 ft.	Quarterly or as needed
Wash doors, door jambs, hinges etc.	Quarterly
Dust and/or damp wipe the interior of fluorescent light lenses.	Annually
Completely wash and polish dry all desks, file cabinets, credenzas, counters, consoles and other enclosures, housings etc.	Annually
Main Terminal (Elevator Lobbies Levels, All Security Checkpoints, Walkways, and Common Areas)	
First and Second Shift – All areas listed shall be cleaned using the specifications listed under "First and Second Shift Tasks".	agreed
Third Shift – All areas listed shall be cleaned using the specifications listed under "Third Shift Tasks".	agreed
ALL CITY OFFICES on Airport property (Includes Break Rooms) including but not limited to the following: Call Center, Information Desk Locations, Lost and Found, 4th Floor Well Office Building, serviced on third shift only), and Secondary City Offices: All areas listed (and others as designated) will be cleaned 5 to 7 times.	
First Shift	
All areas listed, (and others as designated) shall be cleaned 1x per day following the specifications listed under "Office Tasks".	agreed
Second Shift	
All areas listed (and others as designated) shall be monitored 1x per day according to specifications listed under "First and Second Shift Tasks", upon request or as needed.	agreed
Third Shift	
All areas listed (and others as designated) Will follow specification for Hard Surface "finish" floor and Carpet Cleaning specification	agreed
Second Shift	
Third shift- All areas listed-Will follow specifications for Hard Surface "finish" floor and Carpet Cleaning specifications	agreed
All areas listed-Will follow specifications for Hard Surface "finish" floor and Carpet Cleaning specifications	agreed
Escalators and Powerwalks: All Service Areas: Cleaning of escalators will be on all shifts as allowed by passenger volume. Persons working in the area of any given set of escalators will be responsible for monitoring said escalators on a continuous basis, as equipment and traffic flow	permits, on First and Second Shifts.
First and Second Shift (minimum requirement)	
Dust and/or spray clean the stainless-steel ledges/ sills holding the glass partitions on the interior (step side).	1 x per Shift
Spot clean the glass partitions on the interior (step side).	2 x per shift
Monitor, sweep and mop escalator "on/off" plates (i.e. metal floor plates).	2 x per shift
Monitor, sweep step treads to remove dirt and debris lodged in treads.	3 x per day
Monitor floors, remove gum, litter, etc., from treads, landing.	3 x per day
Damp mop step treads to remove spills (i.e. coffee, soda pop, etc.).	3 x per day
Spray clean/ wipe down under sides of the rubber hand rails to remove dirt and grime.	3 x per day
Third Shift	
	1 x per day

TASK	PROPOSED FREQUENCY
Utilizing an escalator "tread cleaning machine" or steel wire brushes clean the treads of each step to remove dirt, grime, residue, spilled liquids, etc., from grooves in steps and immediate areas.	Weekly
Polish stainless-steel side panels on outer housing of escalator to height of seven feet (7') to top of escalator.	Weekly
Wash and/or polish "under side" stainless steel panels on escalator housing.	Semi-Annual
ELEVATORS –ALL AREAS SERVICED	
Complete the following two times per shift on First and Second Shift and once per shift on Third Shift.	
Sweep, dust mop and/or vacuum elevator floors.	2/1 x per shift
Damp/ wet mop elevator floors.	2/1 x per shift
Spot wash elevator walls to remove smudges, finger prints and/or other foreign substances. Polish dry.	2/1 x per shift
Clean stainless steel with water and a clean cloth.	2/1 x per shift
Sweep, brush or vacuum elevator tracks to remove dirt and debris.	2/1 x per shift
Spot wash elevator doors and clean stainless steel.	2/1 x per shift
Wash down elevator doors inside and out, towel dry.	Weekly
Wash elevator tracks, towel dry.	Weekly
Wash down elevator walls, towel dry.	Weekly
Machine scrub and recoat hard surface floors with a minimum of (2) two coats of floor finish.	Quarterly
Complete the following general cleaning tasks. Required Frequencies will be presented by the Contractor and accepted by the PA.	
Monitor floors, pick up all loose trash and debris in the restroom and place in the appropriate waste disposal container.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Empty trash receptacles and sanitary napkin disposal boxes by removing liners and dispose of in waste bag. Replace with a new liner.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Leve 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.

TASK	PROPOSED FREQUENCY
Re-supply towels, tissue, seat covers and hand soap. Be sure that all dispensers are full. Clean all dispensers daily to avoid buildup of soap and film.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean the inside surfaces of commodes and urinals as needed with a bowl mop and bowl cleaner. Pay special attention to cleaning under the rims and corners of commodes and urinals.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean the outside surfaces of the commodes and urinals, as needed, with disinfectant cleaner. Be sure to clean under the bowls and bottoms of the urinals. All metal and chrome should be polished with a clean, soft cloth. Pay special attention to the cleaning of walls and partitions adjacent to commodes and urinals. Clean and dry both sides of the toilet seats and leave them in an upright position.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean sinks as needed with a disinfectant cleaner; liquid cleanser may be used as needed. Pay special attention to the chrome fixtures. Make sure that all pipes are cleaned daily.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.

TASK	PROPOSED FREQUENCY
Clean all stainless steel and partitions as needed with water and/or wipe clean with a soft dry cloth. Remove any graffiti, stickers, etc.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean mirrors as needed.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Dust all surfaces, including tops of partitions, as needed.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Restroom floors should be spot mopped as needed using a cleaner disinfectant solution; floors under urinals should be scrubbed with a portable battery-operated floor scrubber. All areas inaccessible to the mop must be hand scrubbed. Any gum, stickers, graffiti, etc., should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.

TASK	PROPOSED FREQUENCY
Pick up all loose trash and debris in the restroom and place the waste into the appropriate waste receptacle.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Empty trash receptacles and sanitary napkin disposal boxes by removing liners and dispose of in waste bag. Wash the trash container if needed. Replace with a new liner.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Re-supply towels, tissues, seat covers and hand soap. Be sure that all dispensers are full. Clean all dispensers on a daily basis to avoid buildup of soap and film.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean the inside surfaces of all commodes and urinals with a bowl mop and bowl cleaner. Pay special attention to cleaning under the rims and corners of commodes and urinals.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.

TASK	PROPOSED FREQUENCY
Clean the outside surfaces of the commodes and urinals with disinfectant cleaner. Be sure to clean under the bowls and bottoms of the urinals. All metal and chrome should be polished with a clean, soft cloth. Pay special attention to the cleaning of walls and partitions adjacent to commodes and urinals. Clean and dry both sides of the toilet seats and leave them in an upright position.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean sinks with disinfectant cleaner; liquid cleanser may be used as needed. Pay special attention to the chrome fixtures. Make sure that all pipes are cleaned daily.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean all stainless steel and partitions as outlined in the handout regarding stainless steel. Remove any graffiti, stickers, tape, etc.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Clean mirrors.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Dust all surfaces, including high dusting of partitions and vents. This includes dusting of all door jams and hinges.	1x per day
Clean out floor drains as needed and pour water down them to keep them from drying out.	1x per day

TASK	PROPOSED FREQUENCY
Restroom floors should be mopped thoroughly using a cleaner disinfectant solution. All areas inaccessible to the mop must be hand scrubbed. Any gum or stickers should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. Clean out floor drains as needed and pour water down them to keep them from drying out. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.	Flagship will have staff dedicated to only Restroom Services in order to meet frequencies of 12x per shift on 1st & 2nd Shifts for The Main Terminal Level 6 East & West Restrooms. Additional Restroom staff will service the other Main Terminal Public Restrooms on a 8 to 10x per Shift for 1st & 2nd Shifts based on passenger levels. 3rd Shift is heavy detail cleaned per scope.
Any damaged, broken and/or missing items must be reported to Custodial Supervisor immediately.	agreed
Public Restroom – Deep cleaning	
All services listed in restroom cleaning specifications	
Vacuum the entrance walls, all ceiling vents, diffusers, and return air grills.	2x per week
Completely wash down partitions with a disinfectant solution and towel dry.	Daily
Completely wash exterior portions of commodes and urinals with a disinfectant solution and towel dry. Ensure all calcium and or water stains are removed	1x per shift
Cover all mechanical dispensers with liquid resistant material. Wash and dry all ceramic tile walls with disinfectant solution.	2x per week
Wash all interior walls	1x per week
Machine scrub all floors including ceramic tile floors with disinfectant	2x per month
Clean pipes underneath sink	1x per week
Dust and wash tops of light fixtures not recessed in ceiling.	2x per month
Dust and wash the interior side of light lenses where applicable.	Quarterly
Non-Public Restrooms	
First Shift – Shall be cleaned 4x per shift according to cleaning specifications listed under "Public Restrooms First and Second Shift".	agreed
Second Shift – Shall be cleaned 4x per shift according to cleaning specifications listed under "Public Restrooms First and Second Shift".	agreed
Third Shift – Shall be cleaned 1x per shift according to cleaning specifications listed under "Deep Clean".	agreed
Any damaged, broken and/or missing items must be reported to Custodial Supervisor immediately.	As needed
Stairwells –All Areas Services /All Levels	
First and Second Shift	
Clean all doors, rails and walls. Graffiti may be removed with approved chemical.	1 x per shift
Sweep and dust mop floors, paying special attention to all corners and edges. After sweeping, mop all floor surfaces.	1 x per day
Dust all vents.	1 x per week
Monitor floors, remove gum, stickers, tape, etc., from all surfaces.	1 x per day
Dust all light fixtures and horizontal ledges.	1 x per week
Third Shift	
Dust and/or vacuum all horizontal and inclined surfaces within arm's reach (i.e. ledges, steel I-beam, tops of fire extinguishers, tops of light fixtures, etc.).	Weekly
Thoroughly wet mop floors/steps.	Weekly
Dust and/or vacuum vertical surfaces (i.e. walls) to a height of 8' from each step and landing.	Quarterly

TASK	PROPOSED FREQUENCY
Wash all painted structural steel (i.e. I-beams, steel railings, etc.).	Quarterly
Wash fire extinguishers, holding brackets, etc.	Quarterly
Vacuum and/or wash any ductwork, conduit, pipes, vents and grills.	Quarterly
Wash all painted walls.	Quarterly
Wash the tops, sides, interior and exterior lens cover, reflector portion, etc., of light fixtures.	Quarterly
CUSTOMS AND INTERNATIONAL (Offices, Receiving, Maintenance, Baggage Claims, and Common Areas)
First and Second Shift – All areas listed shall be cleaned 2x per shift (or upon request) using the specifications listed under "First and Second Shift tasks".	agreed
Third Shift – All areas listed shall be cleaned 1x per shift (or upon request) using the specifications listed under "Third Shift tasks".	agreed
4 th Level Terminal/A.O.B. AND Concourses Ramp/Apron Level Loading Docks/ Hallways/ Common Areas/Cor	ridors
First and Second Shift	
Collect trash from waste receptacles (dumpsters excluded) and remove to a designated area. Replace liners. Clean the inside of the container if needed.	1 x per shift
Monitor for debris.	1 x per shift
Clean ashtrays, change sand as necessary.	1 x per shift
Sweep dock areas, vehicle drive in, truck parking areas. Remove foreign substances from floors.	1 x per shift
Oil puddles to be covered with an oil absorbent type product to facilitate sweeping up of oil.	
Wet wipe hand rails and other railings.	1 x per shift
Brush off guard rails in front of block glass.	1 x per shift
Spot wash doors and door frames to A.O.B., weather/temperature permitting.	Weekly
Sweep walkway areas.	Weekly
Machine scrub oil spots with a degreasing agent (temperature permitting).	Weekly
Damp wipe lighting units hanging down over dock (truck unloading lights).	Quarterly
Machine scrub A.O.B. dock (weather/temperature permitting).	Monthly
Wash painted walls on dock up to a height of 8'.	Monthly
Wash doors from dock to maintenance area.	Quarterly
Brush/vacuum and wash louvers/grills on the vertical part of dock.	Quarterly
Dust/brush/vacuum heating units hanging over dock.	Quarterly
Vacuum the air return, exhaust outtake and other ventilation grills protruding from overhead ductwork.	Annually
Machine scrub concrete floors/Seal concrete floors	5 x per week scrub, Quarterly seal
Sidewalks, Islands, Entry Areas, and Walk Ramps to Parking—Includes Ground Transportation Level 5	as listed below

TASK	PROPOSED FREQUENCY
Sidewalks, Islands, Entry Areas, and Walk Ramps to Parking Garages	
First and Second Shift	
Dust or damp wipe all signage.	1 x per shift
Spot clean the exterior of trash receptacles.	2 x per shift
Spot clean all building and furniture surfaces.	2 x per shift
Vacuum the air return, exhaust outtake and other ventilation+188:200 grills protruding from overhead ductwork.	as discovered and/or upon request
Sweep and monitor all sidewalk, stair, and floor areas to remove litter.	2 x per shift
Sweep and monitor between doors, sweep out all entrance areas.	2 x per shift
Empty all trash receptacles and replace liners. Empty all ashtrays and clean ashtrays with general purpose cleaner.	4 x per shift
Third Shift	
Spot clean the exterior of trash receptacle as needed.	1 x per shift
Clean all walls, handrails and building surfaces daily.	1 x per shift
Sweep all sidewalk, stair, and floor areas to remove litter.	1 x per shift
Sweep between doors and sweep out all entrance areas.	1 x per shift
Dust and/or damp wipe all signage.	1 x per shift
Vacuum all floor mats.	1 x per shift
Remove all gum, stickers, tape, etc.	as discovered and/or upon request
Empty all trash receptacles and replace liners. Empty all ashtrays and clean with a general-purpose cleaner.	2 x per shift
Wash down all doors, door jambs and kick plates to remove grime and other soil.	Quarterly
Artwork at Main Terminal	
Dust and/or damp mop all horizontal and inclined surfaces within arm's reach. Vacuum all loose dust, hand scrub any visible stains without damaging paint. If a stain will not lift with manual scrubbing please report stain immediately to the on-shift CCC. (scheduling will be determined by availability of access). These specifications are not intended for artwork that requires technical cleaning techniques. Specialized cleaning is not included in this scope of work.	1x week
<u>Unscheduled Work</u>	Per occurrence
Unscheduled Work All Shifts	
DEN will require the Contractor to perform Unscheduled Work. Unscheduled Work means work that is needed due to emergency or unexpected occurrences, and exceeds the scope of the regular, recurring scheduled janitorial services. For example, requested cleaning services, water pick up as a result of major overflow of back up plumbing including sewage, broken pipes, roof leaks, etc. Additionally, Unscheduled Work also includes the cleaning of any leased spaced relinquished back to DEN.	Per Occurrence

Periodic Hard Floor and Carpet Care

NATURAL / STONE FLOORS:

Main Terminal	Work to Be Performed	Frequency
East Ticket	Acid Wash and Machine Scrub	1x month
West Ticket	Acid Wash and Machine Scrub	1x month
North End Connector	Acid Wash and Machine Scrub	1x month
Bridges	Acid Wash and Machine Scrub	1x month
East Baggage	Acid Wash and Machine Scrub	1x month
West Baggage	Acid Wash and Machine Scrub	1x month
Great Hall	Acid Wash and Machine Scrub	1x month
HARD SURFACE WHITE FORMAT TILES:		
Main Terminal	Work to Be Performed	Frequency
All areas throughout the Main Terminal	Clean per specifications	At least 1 x per shift or as need to maintain cleanliness
HARD SURFACE/ TERRAZZO "FINISH" FLOORS:		
Main Terminal	Work to Be Performed	Frequency
All public areas on level 5 to include East and West Baggage Claim	Machine Scrub and Seal (as applicable)	2-3x/year
Main Terminal	Work to Be Performed	Frequency
Train Platform (exit and entrance)	Machine Scrub and Seal (as applicable)	2-3x/year
Train Platform (exit and entrance)	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish) as	At least 1/year
All public areas on level 5 to include East and West Baggage Claim Area	Dust mop floors	At least 1 x shift
All public areas on level 5 to include East and West Baggage Claim	Machine Scrub and Seal (as applicable)	2-3x/year
All public areas on level 5 to include East and West Baggage Claim Area	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish) as applicable.	At least 1/year
Non-Specified Areas		
Public Areas	Machine Scrub and Recoat (2 coats finish)	2-3x/year
Public Areas	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish	2-3x/year
Non- Public Areas	Machine Scrub and Recoat (2 coats finish)	2-3x/year
Non-Public Areas	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish	2-3x/year
Great hall south	*Dust mop floors	At least 1/shift
Great hall north	*Dust mop floors	At least 1/shift

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CARPET CLEANING			
Main Terminal	Work to Be Performed	Frequency	
6th level east	*Vacuum and spot check	2 man abift	
Entrances		2 x per shift	
6th level west	*Vacuum and spot check	2 man abift	
Entrances		2 x per shift	
5th level east	*Vacuum and spot check	2analeift	
Entrances		2 x per shift	
5th level west	*Vacuum and spot check	2abift	
Entrances		2 x per shift	
East elevator lobbies 1- 6	*Vacuum and spot check	At least 1 x per shift	
West elevator lobbies	*Vacuum and spot check	At least 4 was abift	
1 - 6		At least 1 x per shift	
East/ west level 5 & 6 door entrance mats	*Vacuum and spot check	2 x per shift	
Customs carousel area	*Vacuum and spot check	1 x per shift	
A connector	*Vacuum and spot check	1 x per shift	
East side baggage	*Vacuum the carpet/dust mop hard floor	1-2 x per shift	
West side baggage	*Vacuum the carpet/dust mop hard floor	1-2 x per shift	
Phone banks (as applicable)	banks (as applicable) *Vacuum the carpet/dust mop hard floor		
"AOB" lobbies and halls			
Public area carpet cleaning	*per manufacturer	specifications	
Non-Public area carpet cleaning	*per manufacturer specifications		

Attachment #3

o the Contractor is that equipment shall be u	ised on all three shifts to ensure	that all cleaning tasks and frequence	es are met to ensure a clean facility at all times.
			·
Quantity	Manufacturer	Model	Proposers Recommended Alternative
		LP18	
			included in above
	Eureka Ec51/550 Duplex	Eureka Ec51/550 Duplex	
2	1	I'	
	1	1	
	1 -	1 -	BR 52/11 Escalator cleaner
			B 150 R Bp, scrub deck sold separately, 36V/312 Ah
3	Karcher	B150 D90	AGM batteries
			BDS 51/175 C, twenty-inch
			BDP 50/2000 W w/ AGM 20" battery burnisher
	1		Chariot™ 2 iGloss 20, 36 V: 3 x 12 V/234 Ah AGM
2	Karcher	Chariot iGloss 20"	batteries w/ on-board charger, active dust control
			B 150 R Bp, scrub deck sold separately, 36V/312 Ah
2	Karcher	B150 D75	AGM batteries
			7.GIII Butterres
		5. 25	NT 68/1, eighteen gallon wet/dry vacuum with 24" from
5	Karcher	Recovery 18 (Gal)	squeegee, with tools
			squeegee, with tools
2	Karcher	Cheket Auto Wop System	
10	Karcher	RV5/1 Rn	BVL 5/1 Bp Battery Powered Vacuum Cleaner
			Sensor® S2 14 HEPA, 120 V/60 Hz
10	Karener	321301 32 14	32 11112171) 120 1700 112
			AP 100/50, Multi-surface cleaning machine - pressure
5	Karcher	Compass 2 - AP 100/50 M	washer and wet/dry vac
	Karener	COMPUSS 2 711 100/30 111	Chariot™ 3 CV 86/1 RS Bp, 36V/Lithium Batteries, Shelf
2	Karcher	Chariot 3 CV 86/1 RS Rn	Charger
			charger
			Karcher 1.310-112.0
			Advanced Laundry
	·		Advanced Laundry
	•	1 30 OF E EICECTIC	Advanced Eddinary
		FG130500	Rubbermaid
			Rubbermaid
		_	Rubbermaid
6			Kaivac 1750
25			Rubbermaid
			Rubbermaid
			Rubbermaid
	Rubbermaid	RCP-614-78	Rubbermaid
20		IUCL-014-10	Nubbermalu
			Rubhermaid
20	Rubbermaid Werner	9511 NA	Rubbermaid Grainger
	Quantity 20 22 20 20 20 20 20 20 20 20 20 20 20	Quantity Description Quantity Description Quantity Description Description Quantity Description Eureka Ec51/550 Duplex professional/Travelator or DEN approved equivalent escalator power walk cleaning machine Description Descrip	20 Harris IP18 21 Harris IP18 22 Harris IP18 22 Eureka Ec51/550 Duplex professional/Travelator or DEN approved equivalent escalator power walk cleaning machine 3 Karcher B150 D90 2 Karcher 20" Bolt 4 Karcher Lightning 2000 2 Karcher Uightning 2000 2 Karcher B150 D75 3 Karcher B150 D75 4 Karcher B150 D75 5 Karcher Genie Gr-20 5 Karcher Cricket Auto Mop System 10 Karcher Sensor S2 14" 5 Karcher Compass 2 - AP 100/50 M 2 Karcher Chariot 3 CV 86/1 RS Bp 2 Karcher Chariot 3 Battery Exchange Kit Agade Calculation of the Compass 2 - AP 100/50 M 2 Karcher Chariot 3 Battery Exchange Kit Agade Calculation of the Compass 2 - AP 100/50 M 2 Karcher Chariot 3 CV 86/1 RS Bp 3 Carcher Chariot 3 Battery Exchange Kit Agade Calculation of the Compass 2 - AP 100/50 M 4 Karcher Chariot 3 Battery Exchange Kit Agade Calculation of the Compass 2 - AP 100/50 M 5 Karcher Chariot 3 CV 86/1 RS Bp 6 Rubbermaid FG130500 6 Rubbermaid FG131500 6 Rubbermaid FG131500 6 Rubbermaid RCP4441GRA 1 SRubbermaid Agade Calculation of the Compass 2 - AP 100/50 M 1 Rubbermaid RCP4441GRA 1 SRubbermaid Agade Calculation of the Compass 2 - AP 100/50 M 1 Rubbermaid RCP4441GRA 1 SRubbermaid RCP4441GRA 1 SRubbermaid Agade Calculation of the Calculation of t

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Heated Carpet Cleaning System	1	King Cobra	1200Pro	ProSupply
				Commodore DUO, 36 V/234 Ah AGM batteries, 21A
Walk Behind Extractor	4	Karcher	Voyager Duo	dual mode automatic charger
				Puzzi 8/1 C, with 98-inch spray hose with integrated
Carpet Spotter	2	Karcher	Presto 3	water feed and hand tool
				Puzzi 50/14 E, thirteen-gallon spray carpet extractor
Box and Wand Extractor	2	Karcher	Dominator 17	with 1850 W heater
				Chariot™ 3 iExtract 26 DUO, 36V 3x12V Lithium
Ride-On Extractor	2	Karcher	Chariot iExtract	batteries w/ shelf charger
				iCapsol™ BRS 43/500 Deluxe, seventeen-inch,
				encapsulating interim carpet cleaner w/ built-in spray
Dry Carpet Cleaner	2	Karcher	iCapsol Deluxe	tank
				AB 84 CUL, three-speed commercial air blower with
Air Blower	15	Karcher	Air mover 3	upright handle
Powered Pallet Jack	1	Big Joe	D40 4,000LBS	Grainger
				BR 30/4 C, 1-gallon, 12-inch compact scrubber with
Micro scrubber	5	Karcher	Saber Blade 12	recovery
Carpet Extractor	2	Karcher	Armanda 40/22	Armada® BRC 40/22 C, 120 Volt
Cartvac	5	Karcher	T11 Bp Liner DELUXE	ECO! T11 Bp Liner Deluxe
Walk Behind Sweeper	2	Karcher	Radius 300	KM 75/40 W Bp, thirty inch walk-behind sweeper

Contractors equipment that is not identified above that aligns with their work plan.

Equipment Type	Quantity	Manufacturer	Model
			Squeegee assembly, 47-inch,
			parabolic assembly with linatex
			blades, standard on machines with
for riding floor scrubber B150		3 Karcher	R 85 & D 90 scrub decks
for riding floor scrubber B150		3 Karcher	Pad driver
for riding floor scrubber B150		3 Karcher	D 90 brush head, cylindrical, 36-inch
			Squeegee assembly, 47-inch,
			parabolic assembly with linatex
			blades, standard on machines with
for riding floor scrubber B150		2 Karcher	R 85 & D 90 scrub decks
for riding floor scrubber B150		2 Karcher	D 75 Brush Head, Disc Head, 30-inch
for riding floor scrubber B150		2 Karcher	Pad driver

Proposed Autonomous Equipment				
Equipment Type	Quantity	Manufacturer	Model	
Autonomous Scrubber		6 SoftBank	S50	
Autonomous Vacuum		4 SoftBank	Vac 40	

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in sufficient amounts to be accessible to all janitorial employees.	
36" HANDLE PLASTIC LOBBY DUSTPAN	
SYNTHETIC LOBBY BROOM	
24" PUSH BROOM	
3M FLAT MOP SYSTEM	
12" SYNTHETIC ANGLED BROOM	
20 OZ. BLEND MOP W/ QUICKCHANGE	
FIBERGLASS HANDLE	
20 OZ. RAYON MOP W/ QUICK- CHANGE FIBERGLASS HANDLE	
36" SYNTHETIC TACK MOP W/ FRAME AND HANDLE	
RAPIDO FLAT DUST / WASH SYSTEM W/ ALUMINUM HANDLE	
WALL WASHING KIT	
STEEL WOOL	
PAD, BROWN	
PAD, BLACK	
PAD, WHITE	
PAD SWIVEL HOLDER	
PAD HANDBLOCK	
36" THREADED WOOD POLE W/ METAL TIP	
DISPOSABLE NITRILE GLOVES	
NON-DISPOSABLE LATEX GLOVES	
DUST / MIST MASKS	
DISPOSABLE COVERALLS	
CELLULOSE SPONGE W/GREEN SCRUB BACKING	
PUTTY KNIFE	
GROUT BRUSH	
GONG BRUSH	
WIRE BRUSH	
SAND SIFTER / STRAINER	
48" - 72" LAMBSWOOL EXTENSION DUSTER	
12' TELESCOPING ALUMINUM POLE	
36" FLOOR SQUEEGEE, NEOPRENE TYPE	
HUDSON-TYPE PUMP SPRAYER	
5-GALLON PLASTIC BUCKET	
4" RAZOR-TYPE SCRAPER	
RAZOR BLADE SCRAPER	
STOOL MOP W/HOLDER	
SHOP TOWELS, COTTON, NON- DISPOSABLE TYPE	
FIRST AID SUPPLIES	
SAFETY GLASSES	
SAFETY GOGGLES	

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Area#	Area Description Level 5: Great Hall South (M) Restrooms, Pods 21/23, Great Hall Center	Breaks	Break Times
2	Level 5: Great Hall North (F) Restrooms, Pods 20/22, Great Hall Center	A. C. E.	1st Break
3	Level 5: Great Hall Area, General clean, Train platfrom, Stairwells, Customs 9am (1hr)	B. D. F.	A. 830am
4	Level 5: Great Hall TSA (breakrooms and Office Space)/Customs 9am (1hr), Wellness Center (M)	A. C. E.	B. 850am
5	Level 6: East Security Outside (1)	B. D. F.	Lunch
6	Level 6: East Security Outside (2)	A. C. E.	C. 1030am
7	Level 6: East Security Inside (1)	B. D. F.	D. 1105am
8	Level 6: East Security Inside (2)		2nd Break
9	Level 6: West Security Outside (1)		E. 1230pm
10	Level 6: West Security Outside (2)		F. 1250pm
11	Level 6: West Security Inside (1)	A.C.E.	
12	Level 6: West Security Inside (2)	B. D. F.	
13	Level 6: East Ticketing/ Men's Restrooms	A. C. E.	
14	Level 6: East Ticketing/ Women's Restrooms	B. D. F.	
15	Level 6: West Ticketing/ Men's Restrooms	B. D. F.	
16	Level 6: West Ticketing/ Women's Restrooms	A.C.E.	
17	Level 1: Offices East and West, Restrooms and all Doorways	B. D. F.	
18	Level 5: West 8aggage Claim/Restrooms (F)	B. D. F.	
19	Level 5: West 8aggage Claim/Restrooms (M)	A.C.E.	
20	Level 5: East Baggage Claim/Restrooms (F)	A. C. E.	
21	Level 5: East Baggage Claim/Restrooms (M)	B. D. F.	
22	East Trash/Recycle Levels 4,5,6 (Inside)	B. D. F.	
23	West Trash/Recycle Levels 4,5,6 (Inside)	A. C. E.	
24	West Trash/Recycle Levels 4,5,6 garage elevators(outside)	B. D. F.	
25	East Trash/Recycle Levels 4,5,6 garage elevators(outside)	A. C. E.	
26	Level 3: All Areas (TSA Offices, Training room, Breakrooms, Baggage Room, DPD Offices, Restrooms and Hallways	B. D. F.	
27	Level 4: Laundry, Central Plant, Loading Dock, Plumbers, Admin Offices	A. C. E.	
28	Level 4: Offices and Restrooms, Women's Restrooms Level 3, Wellness Center (F)	B. D. F.	
29	C2 Scrubber Level 5 (Special Projects/C2 Tasks)	Breaks	
30	Scrubber Level 6 (Special Projects/C2 Tasks)	A. C. E.	
31	Special Projects/C2 Tasks	B. D. F.	
	1	A. C. E.	1

SCOPE OF WORK ATTACHMENT #4 PERFORMANCE MEASURES

Standard Number	Objective	Standard	Method of Assessment	Remedy
1.	Contractor must provide all required reports in section 9.2.4 of the Scope of Work ("SOW").	Reports will be submitted to the PA or their designee via SharePoint site, or another database approved by the City.	SharePoint site, or approved alternative, document verification	\$100.00 per report, not submitted per the specifications in section 9.2.4
2.	Contract compliance with cleaning frequencies.	Restroom Frequency tracking/scanning reports must match contractors proposed required frequencies for each restroom. Each scan represents a cleaning service where all tasks are performed regardless of shift.	Airport Maintenance will have access to Contractor's system and will monitor compliance.	Violation shall result in a deduction of \$10.00 per missed scan per restroom.
3.	Contract compliance with training plan.	On the first business day of each month, the Site Manager or their designee shall provide the PA a written schedule of training classes to be conducted the forthcoming month.	Airport Maintenance will receive a monthly scheduled training report to monitor compliance.	Failure to provide scheduled training in accordance with the contractor's training plan shall result in a \$100 deduction per missed training session applied to the monthly invoice.
4.	Contract compliance with minimum staffing levels.	The Contractor shall provide the agreed upon staffing levels and work hours for all Custodians and Supervisors.	The Contractor will provide daily time cards, produced by an on-site physical time clock at DEN to Airport Maintenance	Failure to provide the agreed total daily labor per shift hours per the Contractor's work plan shall result in a deduction per labor hour missed per day per shift. Labor hours shall be validated per the on-site time clock reports.

SCOPE OF WORK ATACHMENT #4 PERFORMANCE MEASURES

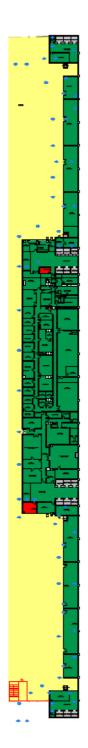
5.	Contract compliance with on-site management personnel requirements.	The Contractor shall always provide on-site management personnel.	The Contractor will provide a monthly management level report.	The Contractor shall deduct the labor costs for vacant management positions on the 31st day after the position is vacated.
6.	Contractor Deficiency Form	When the Airport Maintenance Team finds the Contractor's work unsatisfactory, they will note the defects using a CDF.	The Contractor shall have one hour following the receipt of the CDF to reperform the work properly. If the Contractor fails to correct the defect within one hour, the CDF will be noted and a deduction from the monthly invoice will be authorized. Defects in carpet and flooring work will be given 48hrs to re-perform.	Failure to re-perform work shall result in a \$400 deduction per event against the monthly management fee. Failure to complete pre-scheduled work may result in a CDF with an initial deduction of \$400.00 Failure to re-perform work within 48 hours shall result in a \$2,000 deduction per event against the monthly management fee.
7.	Contractors' response time to bio-hazard cleanup.	The Contractor shall respond to biohazard cleaning requests in a timely manner.	The Contractor shall clean bio-hazard service requests within 10 minutes of receiving the initial call.	Failure to clean bio-hazard service calls within 10 minutes shall result in a \$100 deduction. The deduction amount will increase by \$50 for every 10 minutes the service call is not completed.
8.	Contractors' response time to water intrusion and leaks	The Contractor shall respond to water intrusion and water leaks in a timely manner.	The Contractor shall respond to emergency water intrusion and leak service calls within 15 minutes.	Failure to respond within 15 minutes shall result in a \$100 deduction. The deduction amount will increase by \$50 for every 15 minutes the service call is not completed.

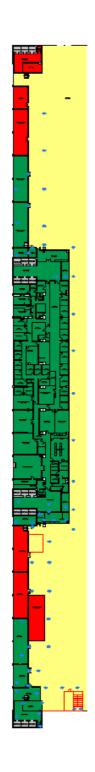
SCOPE OF WORK ATACHMENT #4 PERFORMANCE MEASURES

9.	Equipment Deficiencies	The Contractor shall provide all required equipment in good working condition for the satisfactory completion of all tasks.	The Contractor shall provide a monthly equipment status report. The AS will also conduct equipment audits and equipment condition assessments.	The Contractor shall be subject to a two hundred fifty-dollar deduction (\$250.00) per piece of equipment. The deduction will accrue per day for out-of-service or defective equipment.
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#17 Offices East and West Doorways

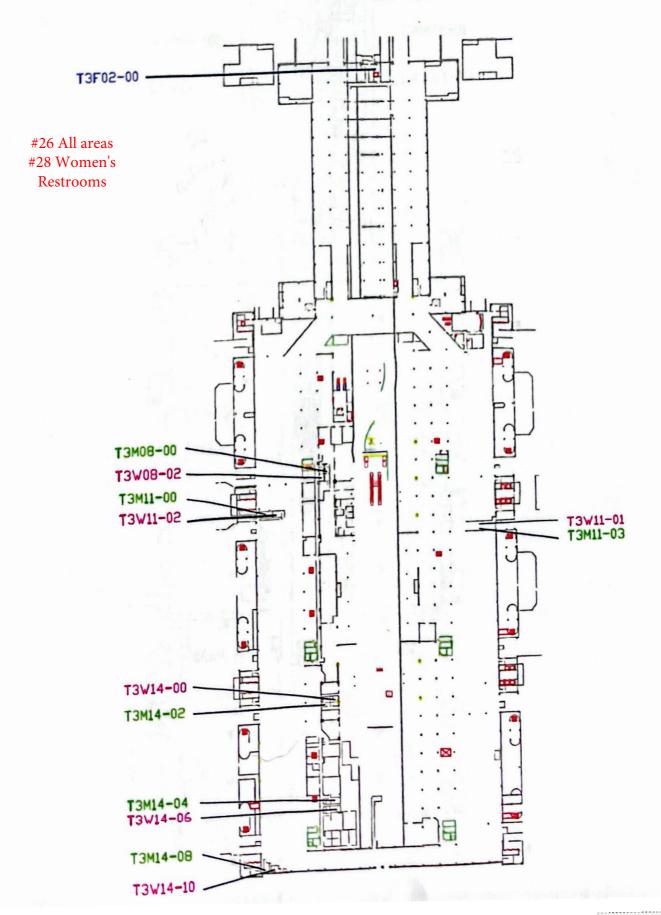
ATTATCHMENT 5



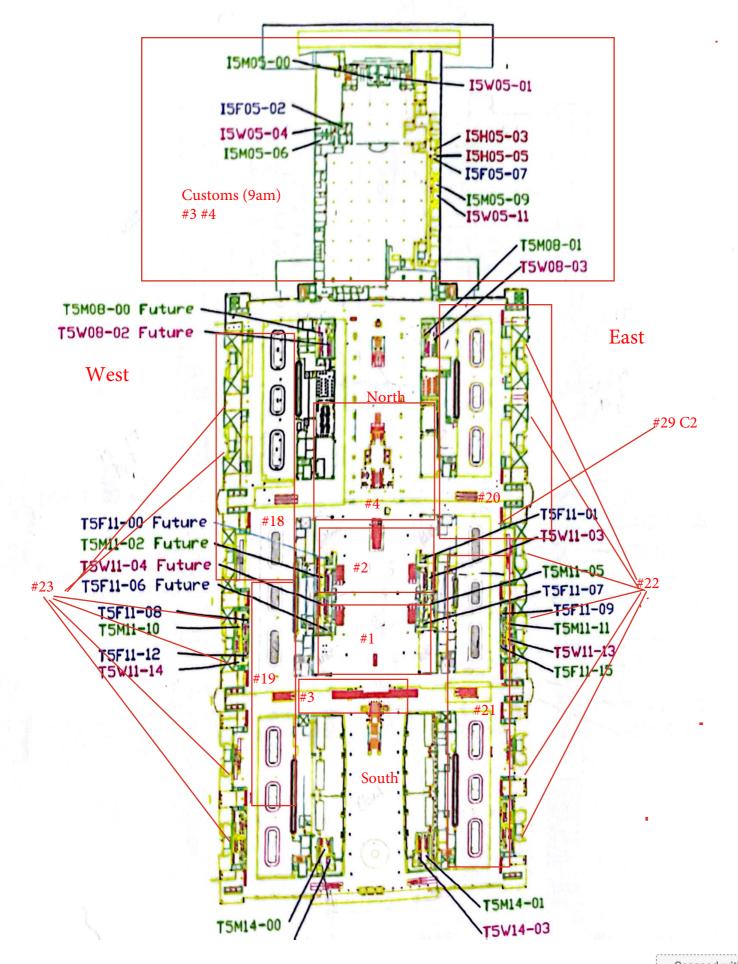




TERMINAL Level 3

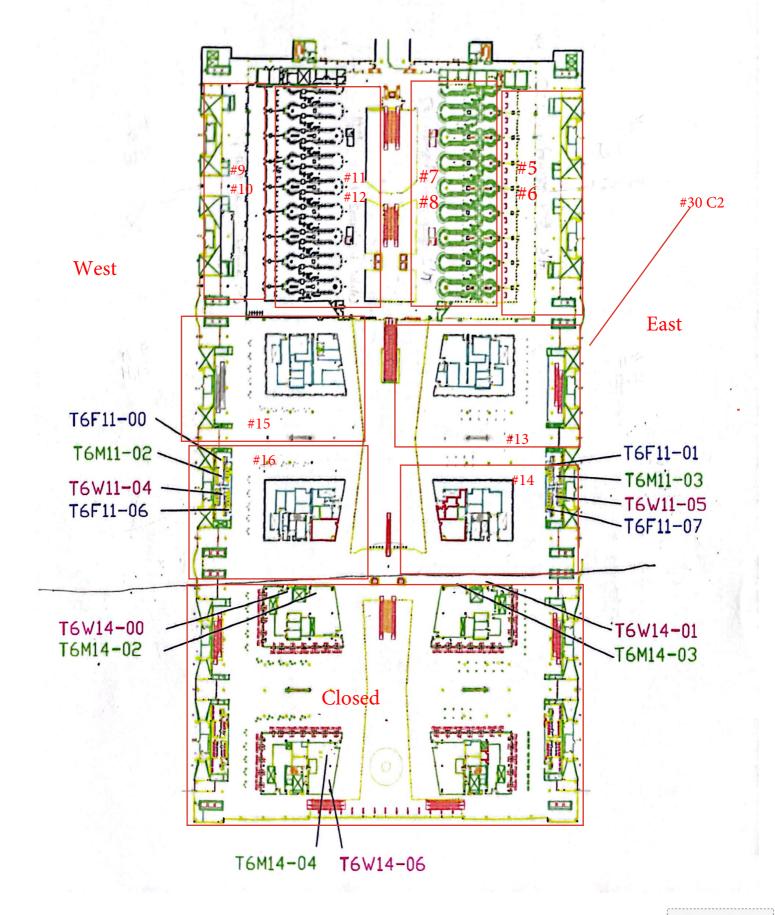


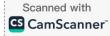
TERMINAL Level 5



TERMINAL

Level 6







GREEN JANITORIAL PROGRAM OVERVIEW

As soon as Flagship is awarded the contract, we will implement our Sustainable Cleaning Program which is designed around LEED, the benchmark in environmental cleaning, and APPA definitions of cleanliness levels. We purchase green chemicals and green equipment specifically for each customer and will incorporate training for staff and outreach to our customer's personnel into our Transition Plan.

Statement of Purpose

Flagship is committed to operating in an environmentally responsible manner and seeks to minimize the harmful impacts our daily operations and product selections may have upon the environment. We believe that a Sustainable Cleaning Program is only successful if it can have a positive impact upon the cleanliness of the facility, safeguard the health of its occupants, and provide a return on investment for our customer.

In the implementation of our Sustainable Cleaning Program we will provide new environmentally compliant equipment and cleaning solutions to the site and train all employees in the policies and procedures discussed in further detail in this plan. We will conduct quarterly reviews to determine the effectiveness of any new best practices that have been implemented after demonstration and approval by customer staff.

Our Sustainable Cleaning Program is a holistic process that involves all of our team members and members of the client team. Every Flagship team member is professionally trained, passionate about customer service, and empowered to provide solutions that are good for our customers and the environment. We are committed to continuous improvement by evaluating the entire process of cleaning each specific facility, identifying the systems that can be improved, developing procedures to implement the plan, executing the plan, and measuring our results.

Compliance Review

Flagship's Human Resources Director, in conjunction with Purchasing, Flagship's LEED® AP on staff, and LEED® AP consultant review our program annually with vendors to utilize the most current standards in the industry and to make sure that we meet LEED® EB O&M and APPA Cleaning Standards in the design, implementation and maintenance of our Sustainable Cleaning Program.

We also review compliance with our program throughout the year:

DAILY: Our Site Manager and Supervisors will ensure that Green Cleaning



1

Procedures are being followed.

MONTHLY: Our QA Manager will check our chemicals and equipment for compliance with our Green Cleaning Procedures.

QUARTERLY: As part of our Business Review Process, Flagship will review our Green Cleaning Procedures to see if there are new best practices, chemicals, or equipment that can be implemented on site. Management actively participates in professional industry organizations and seminars such as USGBC, ISSA and IFMA to ensure management personnel remain current in Green technology, changing regulations, best practices and new products.

We will also utilize a Custodial Effectiveness Survey to monitor the effectiveness of the Sustainable Cleaning Program. This survey is based on the APPA Appearance Levels. Two independent internal auditors will be responsible for randomly surveying the areas of responsibility and averaging the scores to determine the APPA Appearance Levels that they meet, in addition to on site staff responsible for quality.

VULNERABLE POPULATIONS

In situations where cleaning operations have the potential to adversely affect any identified members of a vulnerable population, the Flagship will:

- Schedule daily cleaning activities to avoid exposure of vulnerable populations to the cleaning process.
- Adopt alternative cleaning practices that minimize or make unnecessary the use of cleaning chemicals.
- Use cleaning chemicals in areas only where sufficient ventilation is present
 to allow chemicals to dissipate before the area becomes repopulated. Provide
 additional ventilation through the use of blowers to enhance the rate of
 chemical dissipation.
- Conduct cleaning operations in a manner that prevents the transfer of impacts to other areas of the building that may contain vulnerable populations.



PROGRAM IMPLEMENTATION

Commitment to use only non-toxic cleaning products

Flagship is committed to using only non-toxic cleaning products compliant with certifying agencies such as Green Seal, Environmental Choice, California Code of Regulations and other qualified certifying agencies. This is the requirement of our Sustainable Cleaning Program and has been adopted globally in our operations. A complete listing of the products compliant with the aforementioned agencies is available upon request.

MSDS sheets will be available for all chemicals proposed on site. Any requests to use new chemicals on site will be developed by our VP of Operations, Mark Cornish, and our Site Operations Manager and submitted to customer representatives prior to using them on site.

Use of Triple Filtration or HEPA Vacuums

All carpets will be vacuumed using HEPA filtration equipped backpack vacuums and/or HEPA filtration equipped upright vacuums as follows:

DAILY

 Vacuum all carpeted areas including traffic lanes with a backpack vacuum equipped with HEPA filtration.

WEEKLY

- Detail vacuum all carpeted areas including edging along baseboards, under desks, workstations and conference room tables and under raised cabinets or like objects using a backpack vacuum equipped with HEPA filtration.
- Clean carpet spots with Green Seal 37 certified carpet spotting solution. Rub clean using microfiber cloth.

BI-ANNUALLY

Shampoo carpeted areas using Green Seal 37 certified carpet cleaner and low moisture extraction machine. Air moving blowers will be used accelerate the drying time well below the required 24 hour period under LEED* guidelines and reduce the risk of bacterial growth and extending the life of the carpet fibers.

Best Practices for Cleaning and Management

The following best practices are incorporated into our cleaning procedures and continually reviewed for accuracy and completeness.

Reducing Chemical Waste/Efficient Use of Chemicals

 Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.



- Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis.
- Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.
- Train workers in the safe and effective use of all relevant chemical cleaning products.
- Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
- Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
- Prevent other building areas from being adversely affected.
- Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

Vacuum Use/Maintenance

Vacuums will be equipped with the proper filter or bag; the filters will be changed or cleaned consistent with the manufacturer's recommendations.

Vacuum bags or canisters will be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.

Precautions will be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

Floor Care

HARD FLOOR MAINTENANCE

For routine hard floor maintenance:

Vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with re-useable/cleanable collection heads or equivalent.

Hard floors will be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance.

At a minimum, the schedule for cleaning will be:

- Daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Scheduled, as appropriate, to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.



V

GREEN CLEANING MANUAL

For periodic maintenance of hard floors:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice will be established in consultation with building management.
- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or auto scrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

For restorative maintenance:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and recoat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement
 of non-routine floor maintenance operations. The timing and method of the
 notice will be established by building management in consultation with the
 Cleaning Service Provider.

Hard Floors that Require Floor Finish

Flagship has modified the acts of stripping, scrubbing and waxing hard surface floors to minimize the required frequency of service, which ultimately mitigates the need for high quantities of floor solutions and additional labor. Our approach maximizes efficiency through timely scheduled surface buffing, scrubbing and wax reapplication and stripping and waxing services as well as the process utilized to complete the task (i.e. dust mopping replaced with backpack vacuuming).

Sample processes and frequencies are provided below. The schedule would be revisited on an annual basis:

DAILY

- Backpack vacuuming of all hard surface areas to remove loose debris prior to mopping (higher efficiency of time used).
- Wet mopping of all hard surface floor areas using a microfiber flat mop system with Green Seal 37 certified general purpose floor cleaner.



WEEKLY

High speed buffing utilizing the leading technology in buffing equipment with
a dust control attachment minimizing airborne particulate and also mitigating
any need to vacuum or low dust after buffing.

OUARTERLY

• Scrub clean hard surface floor areas of all accumulated dirt particulate especially in traffic lanes and re-apply one, two or three coats of wax depending on the level of traffic for that specific area (i.e. high traffic = 3, standard traffic = 2, low traffic = 1). Green Seal 40 certified wax sealant product to be used in re-application process.

EVERY 24 MONTHS

Strip all hard surface floor areas of existing wax sealant and clean bare floor
in preparation for new coats of wax sealant to be re-applied. Green Seal 40
certified wax sealant product and floor stripping product to be used in this two
step process.

Hard Floors that do not require Floor Finish

DAILY

- Backpack vacuuming of all hard surface areas to remove loose debris prior to mopping (higher efficiency of time used).
- Damp mop all hard surface floor areas using a microfiber flat mop system with Green Seal 37 certified general purpose floor cleaner.

QUARTERLY

• Scrub clean hard surface floor areas of all accumulated dirt particulate

Restroom Floor Care System

DAILY

 Wet mop restroom floor using microfiber flat mop and Green Seal 37 certified restroom cleaner.

MONTHLY

 Machine scrub all restroom tile and grout removing any buildup or discoloring in the grout. Base tiles are to be hand scrubbed to remove buildup and discoloring in the grout.

CARPET MAINTENANCE

Carpets will be vacuumed with HEPA backpack vacuums or an upright HEPA vacuum on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming will be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Weekly spot cleaning with green chemicals and machine
- Annual deep cleaning with green chemicals and machine



V

GREEN CLEANING MANUAL

 Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.

Periodic light carpet cleaning is necessary to maintain carpeted floors. Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas.

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice will be established by building management in consultation with the Cleaning Service Provider.
- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12-hours when cleaning carpets or performing carpet extraction.
- Schedule carpet extraction to coincide with a period of minimum building occupancy.

ENTRYWAY AND MATTING MAINTENANCE

- Empty trash cans and ash urns; clean as required
- Use general purpose cleaner, sprayed on wiper cloth to clean doors, door handles, and kick plates; use glass cleaner for windows
- Sweep exterior sidewalk and entryway daily
- Vacuum matting daily
- Sweep/vacuum and damp mop under matting weekly or as required
- Shampoo, extract or pressure wash matting monthly or as required

DISINFECTION

Perform disinfection in areas or on surfaces where pathogens can collect and breed, such as in restrooms or on door handles, bathroom faucets.

Use disinfectants only where required.

Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices.

When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).

RESTROOM CARE

Perform restroom cleaning from high to low, toward the doorway, with dry



cleaning tasks performed prior to wet cleaning operations.

Daily clean and disinfect surfaces touched by hands (e.g., door knobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.

Control and remove standing moisture from floor and bathroom surfaces in a timely manner.

Use restroom cleaning equipment specifically for restroom cleaning only. Restroom cleaning equipment, excepting powered equipment, will not be used to clean any other areas of the building. Specific situations where it is more efficient and sanitary to clean otherwise are exempt, such as hospital patient rooms with restrooms.

Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.

Fill all drain traps on a regular basis.

DINING AREAS AND BREAK ROOMS

Requirements for the cleaning of dining areas and break rooms will include the following:

- Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.
- Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, cafeteria lines).
- Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.

TRASH COLLECTION AND RECYCLING

Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.

Dispose of trash in external, covered containers away from the immediate exterior of the building.

In those situations where building management has implemented a recycling program, Cleaning Service Providers will play a supporting role by conducting the following activities:

- Mark recycling stations clearly; stations will be accessible to building occupants.
- Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.
- Inspect and clean recycling areas daily, including collection containers. Collect



soda and other beverage containers weekly or more frequently as required.

Work with building management to determine the following:

- Procedures for rinsing and separation of recyclables.
- Location and procedures for collecting recyclables.
- Periodic status of the recycling program including effectiveness and any problems regarding separation or collection of potential recyclable content.



STAFF TRAINING IN GREEN CLEANING PROCEDURES

Custodial employees will receive quarterly training that will cover the following elements:

- Environmental and worker benefits of using green cleaning solutions and procedures
- The benefit of green building and green operations
- The use of cleaning solutions that comply with Green Seal, Environmental Choice, and/or California Code of Regulations maximum allowable VOC levels for the specific product category and the associated benefits.
- The use of cleaning procedures which reduce the need for cleaning solutions and the associated benefits
- The use of resource-efficient cleaning equipment and the associated benefits
- Strategies to enhance the safety of custodial staff, building occupants, and visitors, such as:
 - > Wearing safety glasses/goggles and gloves when cleaning with chemicals.
 - > Posting "Wet Floor" signs and/or "Closed for Cleaning" signs at all entrances.
 - > Never pushing trash down with hands or feet.
- Cleaning procedures for water-efficient plumbing fixtures (i.e., waterless urinals)
- Cleaning procedures intended to ensure an energy-efficient approach to providing janitorial services (i.e., turning lights off and on, use of HVAC equipment, use of powered janitorial equipment)
- Procedures for cleaning front entryways, floor mats and grates to minimize the introduction of pollutant particulates into the building

Training Content

All cleaning personnel will be trained in:

- proper handling of chemicals
- proper use and maintenance of capital equipment
- proper cleaning procedures

In addition, purchasing officials will be trained in the selection of green cleaning materials.

Upon hiring, all cleaning personnel are required to undergo:

- initial training on standard operating procedures,
- the proper sequencing of cleaning steps, and
- the proper use of personal protective equipment.

This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work.



As part of initial training, all personnel are to be given

- standard safety training including
- focusing on reducing and preventing ergonomic injuries
- exposure to hazardous materials
- Site-specific training such as providing specific job-site training focusing on standards for the facility to which they will be assigned.

Site-specific training will cover:

- Facility specific cleaning plan
- Tailored procedural training (e.g., servicing areas for vulnerable populations) based on the Building-specific Sustainable Cleaning Program
- Hazardous communication standards

Continuing Education

All employees will receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and environmental standards.

NEW HIRES

- training will be provided upon initial employment
- in-service training, continuing education, and/or professional development annually

MANAGEMENT AND SUPERVISORS:

• in-service training and/or education on an annual basis

Records Management

Records of training will be maintained on each employee for all training. The documentation will include:

- topics of what was included in the training, including
- a general outline of information covered
- the name and qualifications of the trainer
- the date(s) and duration of the training or courses

Equipment and Supply List



ProTeam Upright HEPA Filtering Vacuum

Internal HEPA media filter and organically treated Intercept Micro Filter capture up to 99.79% of dust mites, pollen, bacteria and chemical residue measuring 1 micron and larger. 15" brush roll.



KaiVac No-Touch Restroom Cleaning System

Effortlessly washes away soils, bacteria and other bio-pollutions that other cleaning methods leave behind. The built in vacuum leaves floors clean and dry, ready for immediate use. It saves on chemical use with color corded tips that control accurate metering of the chemicals. It saves time and avoids worker injuries.



Windsor Wide Area Vacuum with HEPA Filtration

Enclosed bag design and fourstage filtration improves indoor air quality. Built-in brush suspension system ensures consistent contact, even on irregular surfaces. Handle adjusts to fit any operator and folds for compact storage.



Proteam Super CoachVac Backpack Vacuum

Ideal for vacuuming schools, office buildings, healthcare facilities or any large, high-traffic area that requires extreme power and suction when deep cleaning any surface. With a 10 quart capacity, users are able to clean more with less down time. Proven to eliminate stress and body fatigue when utilizing ergonomically designed handles and patented two-piece backplate.



Tennant ec-H2O™ Walkbehind Scrubber

This high-performance scrubber uses up to 70% less water. At only 68.5 decibels, the T3 is 75% quieter than leading competitive models – comparable to normal conversation levels. FaST foam not only removes existing soil, but also old detergent residues, increasing traction 21% and reducing the risk of slip-and-falls.



Tennant ec-H2O™ Batterypowered Industrial Scrubber

This product can scrub without chemicals with ec-H2O™ electrically converted water technology. Quiet, fume-free operation for cleaning in noise-and environmentally-sensitive areas. Just-scrubbed floors are clean, dry, and safe for traffic in seconds with ec-H2O™ electrically converted water technology and FaST® foam.

Equipment and Supply List (continued)



Tennant Carpet Extractor

Uses up to 80% less water than conventional extraction methods.

Quietly extract soils from carpet with true OSHA recognized 69 dBA sound level.

Carpet and Rug Institute approved.



Tennant Dust Control High Speed Burnisher

Dust controlled burnisher with 98% efficiency filtration at .1 micron, low sound level (65dBA). Controlled pad resistance; protects floor covering and coatings from damage.



Rubbermaid Janitor Cart

Provides ease to multitask and access tools needed to perform cleaning duties effectively and easily.



Rubbermaid Mircofiber Flat Mop System

Compact mobile cart carries full Microfiber cleaning system. Equipped with storage caddy and folding safety cone. Compact mobile cart carries full Microfiber cleaning system. Equipped with storage caddy and folding safety cone.



Microfiber Flat Mop

Release cleaning solution evenly for effective sanitization. Color coded for cross contamination prevention.



Rubbermaid Pulse Mopping Kit

Clean more square feet in less time, microfiber, on-board reservoir, and user-controlled release of solution mean cleaner floors faster, easier, and more effectively.



Equipment and Supply List (continued)



Rubbermaid Microfiber Dusting Wand

Captures dust and dirt more effectively than conventional methods. Extends reach and removes soil from high and awkward places allowing for more ergonomic cleaning method.



Stackable Washer/Dryer

This will be used for washing and drying towels and other needed site items.



Microfiber Cloths

Dust controlled burnisher with 98% efficiency filtration at .1 micron, low sound level (65dBA). Controlled pad resistance; protects floor covering and coatings from damage.



Air Mover

Faster drying times and reduces potential growth for bacteria and mold.



Cushman Electric Golf Cart

Does not emit pollutants into the environment, low sound level.



Electric Ford Van

The new fully electric 'Transits Connect' commercial van.
Available in Spring 2011.
Powered by a lithium-ion battery pack.

Equipment and Supply List (continued)

Spartan Clean by Peroxy

This all-purpose combines hydrogen peroxide with modern surfactants to control odors and effectively clean windows, mirrors, floors, walls, restrooms, kitchens, tile and grout. Hydrogen peroxide is a powerful oxidizer that reacts with organic soils to form effervescent bubbles, which actually lift dirt away from the surface. Clean by Peroxy is formulated without alcohols, caustics, or ozone depleting compounds.

Spartan Green Solutions High Dilution Disinfectant

Green Solutions High Dilution
Disinfectant 256 is a phosphatefree formulation designed to
provide effective cleaning,
deodorizing, and disinfection for
facilities that need the
effectiveness of germicidal and
virucidal products such as
schools, healthcare facilities, and
recreational facilities. The neutral
pH, quaternary disinfectant
cleaner is mild, and formulated to
kill a broad spectrum of
microorganisms without rinsing
or leaving a film residue.

Spartan BioRenewables® Glass Cleaner

This biobased product is designed to clean mirrors, glass, and Plexiglas® surfaces. It can used to clean and polish any hard surface not harmed by water such as window glass, panes and sills; mirrors, countertops, chrome, automobile glass, fluorescent lights and tubing, and any other glass or mirror finish. It removes tough soils such as: grease, smoke, oils, tape residue, food stains, dust, and dirt.

SoyGreen® Stainless Steel Cleaner

This soy-based product cleans, degreases, and polishes stainless steel and other hard surfaces. It is low VOC, non-flammable, biobased, biodegradable, contains no petrochemicals, and is recognized by the EPA as an environmentally responsible product. Can be used on stainless steel, aluminum, copper, brass, carbon steel and all other surfaces not harmed by solvents.

Mr. Clean® Finished Floor Cleaner

Excellent cleaning and shine preservation for a wide range of shiny finished floors including ceramic and vinyl tile, terrazzo, and varnished hardwood. Can be used as a versatile all-purpose cleaner for walls, tables, countertops, restrooms, and a wide variety of other surfaces. Contains ingredients to cause the rapid collapse of its suds, making it an excellent choice for use in automatic floor scrubbing machines.

Castaway Deodorant and Odor Neutralizer

This product eliminates noxious odors with an environmentally safe organic solution that doesn't just mask odors with perfume but actually breaks the sulphur—bacteria bonds that create the unclean odors we associate with stale air, garlic, smoke, sweat and even skunks. Castaway can be used safely on any surface and its beneficial effects remain long after the product has been sprayed.

Spartan Green Solutions Industrial Cleaner

This heavy-duty liquid cleaner is formulated with a super surfactant cleaning system, engineered to remove petroleumbased soils with efficiency. The product is without dye and is neutral in color, non-viscous, and is fragrance free.

Spartan Green Solutions Floor Finish Remover

This very effective finish and wax emulsifier is fragrance free and has low VOCs (volatile organic compounds), making it an idea choice for schools, healthcare facilities, retail establishments, and public buildings. No need to schedule floor stripping during "off hours" due to extremely offensive odors. This unique stripping compound is dye-free and is non-viscous.

Spartan Green Solutions Floor Seal & Finish

This acrylic co-polymer based floor seal and finish offers exceptional clarity, depth of gloss, and superior durability, without yellowing. It is formulated to contain only trace amounts of zinc and will not cause problems with sewage effluent. It contains no VOCs and no glycol ethers.



Equipment and Supply List (continued)

Betco Clario™ Green Earth® Foaming Skin Cleanser

Clario's line of skin care products leave hands refreshed and moisturized. This rich, yet gentle formula has a natural garden fragrance and is ideal for use in a variety of public facilities including schools, daycare centers, office buildings and retail stores.

DFC Calcium, Lime & Rust Remover

This unique non-corrosive acid side cleaner safely breaks down hard water deposits and soils. Calcium, Lime & Rust Remover cleans grout, ceramic, glass, porcelain, and stainless steel while leaving the surface free from residues. It also safely removes rust from hard and soft surfaces (carpet) and is perfect for restoring urinals, toilets and fixtures.

DFC Carpet Cleaner/Rinse

DFC Technology cleans without using synthetic chemistry. The unique formulation of DFC Carpet Cleaner/ Rinse turns all soils and surfactant residues into free rinsing soaps and is the perfect rinse aid to neutralize alkali or acid residues from carpets and upholstery. As DFC cleans it converts from an alkali to an acid and contains no pH when the surface is dry. The result is self neutralizing squeaky clean carpets.



EXHIBIT B PRICING

CONTRACT PRICING CONTRACT YEAR 1

oposal Item	Area	Monthly Price
	General Areas (all public and non-public areas, including but not limited to entry vestibules, hallways, seating areas, common space, common use ticket counters, etc.)	
		\$ 192,6
	Offices (City and TSA)	\$ 10,8
	Security Checkpoints	\$ 32,5
	TSA CBRA Areas and Breakrooms	\$ 21,6
	TSA Central Control Room	\$ 21,6
	TSA Post Screening Areas	\$ 43,3
December 4. Maio Tourinal	Public Restrooms (38 please refer to maps for detailed information)	\$ 423,5
Proposal Item 1: Main Terminal (1,659,653 sqft.)	Non-Public Restrooms (19 please refer to maps for detailed information)	\$ 75,9
(1,033,033 3411.)	(44) Escalator (2) Power Walks	\$ 37,9
	Ansbacher Hall	\$ 75,9
	(30) Stairwells	\$ 27,1
	(68) Elevators	\$ 29,2
	Ramp/Apron Level Loading Docks, Halls,	\$ 32,5
	Sidewalks, Islands, Entry Areas, & Walk Ramps	
		\$ 59,6
	Tota	1,084,9
	General Areas	\$ 7,5
	Offices	\$ 11,2
	AOB Communication and Emergency Operations Center, detailed cleaning per specifications.	\$ 30,0
	Nursing Room(s)	\$ 2,2
	Non-Public Restrooms (12)	\$ 14,8
Proposal Item 4: Airport Office	Stairwells (3) connects level 1 to level 10	\$ 1,6
Building (84,500 sqft.)	(4) Elevators	\$ 2,2
	Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$ 2,2
	Sidewalks, Entry Areas, & Walk Ramps (parking areas level 5A, 5B, AOB loading dock)	\$ 4,4
	Fitness Center – Level 4 of "AOB"	\$ 4,4
	Total	1
	General Areas, Halls & Common Areas	\$ 94,0
	Offices	\$ 6,4
	Public Restrooms (5)	\$ 17,4
	Non-Public Restrooms (5)	\$ 19,3
Proposal Item 10: Customs and		\$ 9,6
International (70,450 sq.ft.)	Escalators/Power Walks (4)	\$ 6,4
	Stairwells (2) Florence	\$ 1,9
	(2) Elevators	\$ 3,2
	Total	
oposal Item 12: Central Plant	General Areas, Halls & Common Areas	\$ 5
	Offices	\$ 8
	Non-Public Restrooms (2)	\$ 1,6
	Tota	al \$ 3,1

These hourly rates are intended for developing pricing for additional services during the term of the contract. These are not guaranteed hourly rate payments for the contractor or their staff. Additional services may include, but are not limited to, special events or additional scope.

Contract Year 1

Durly Rate for Straight Time Custodian I (Shift 1)

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Contract Year 1		
Hourly Rate for Straight Time Custodian I (Shift 1)	\$41.07	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$41.67	
Hourly Rate for Overtime Custodian I (Shift 2)	\$41.92	
Hourly Rate for Overtime Custodian II (Shift 2)	\$42.52	
Hourly Rate for Overtime Custodian I (Shift 3)	\$42.78	
Hourly Rate for Overtime Custodian II (Shift 3)	\$43.38	

These hourly rates are intended to quantify staffing deductions. The Contractor shall provide all labor per the Contractors work plan. Failure to meet agreed upon staffing levels may result in an deduction per hour missed per position against the monthly invoice amount.

Contract Year 1		
Hourly Rate for Straight Time Custodian I (Shift 1)	\$30.87	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$31.32	
Hourly Rate for Overtime Custodian I (Shift 2)	\$31.51	
Hourly Rate for Overtime Custodian II (Shift 2)	\$31.96	
Hourly Rate for Overtime Custodian I (Shift 3)	\$32.16	
Hourly Rate for Overtime Custodian II (Shift 3)	\$32.60	

Staffing Plan Reduction

A fixed rate of (\$6,387.00) per employee per month will be used for staffing reductions due to scope changes or work efficiencies that could occur during the term of this agreement. Reductions in staff must be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

Staffing Plan Increase

A fixed rate of (\$6,983.00) per employee per month will be used for staffing increases due to scope or work changes that could occur during the term of this agreement. Staff increases shall be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

CONTRACT PRICING CONTRACT YEAR 2

Proposal Item Pricing

oposal Item	Area	Monthly P	rice
	General Areas (all public and non-public areas, including but not limited to entry vestibules, hallways, seating areas, common space, common use ticket counters, etc.)	,	
		\$	201,828.6
	Offices (City and TSA)	\$	11,364.
	Security Checkpoints	\$	34,092.
	TSA CBRA Areas and Breakrooms	\$	22,728.
	TSA Central Control Room	\$	22,728.
	TSA Post Screening Areas	\$	45,456.
	Public Restrooms (38 please refer to maps for detailed information)	\$	443,696.
Proposal Item 1: Main Terminal (1,659,653 sqft.)	Non-Public Restrooms (19 please refer to maps for detailed information)	\$	79,549.
(1,039,033 sqit.)	(44) Escalator (2) Power Walks	\$	39,774.
	Ansbacher Hall	\$	79,549.
	(30) Stairwells	\$	28,410.
	(68) Elevators	\$	30,683.
	Ramp/Apron Level Loading Docks, Halls,	\$	34,092.
	Sidewalks, Islands, Entry Areas, & Walk Ramps		
		\$	62,503.
	To	tal _{\$}	1,136,459.
	General Areas	\$	7,860.3
	Offices	\$	11,790.4
	AOB Commuincation and Emergency Operations Center, detailed cleaning per specifications.	\$	31,456.8
	Nursing Room(s)	\$	2,311.8
Dranacal Itam A. Airmart Office	Non-Public Restrooms (12)	\$	15,605.
Proposal Item 4: Airport Office Building (84,500 sqft.)	Stairwells (3) connects level 1 to level 10	\$	1,733.8
bulluling (64,500 sqrt.)	(4) Elevators	\$	2,311.
	Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$	16,183.
	Sidewalks, Entry Areas, & Walk Ramps (parking areas level 5A, 5B, AOB loading dock)	\$	4,623.
	Fitness Center – Level 4 of "AOB"	\$	4,623.
	Tot	ıl ş	98,500.
	General Areas, Halls & Common Areas	\$	6,753.
	Offices	\$	18,235.
	Public Restrooms (5)	\$	20,261.
Proposal Item 10: Customs and	Non-Public Restrooms (5)	\$	10,130.
International (70,450 sq.ft.)	Escalators/Power Walks (4)	\$	6,753.
	Stairwells	\$	2,026.
	(2) Elevators	\$	3,376.8
	Тс	tal ș	67,537.
oposal Item 12: Central Plant	General Areas, Halls & Common Areas	\$	599.0
	Offices	\$	898.
	Non-Public Restrooms (2)	\$	1,768.9
	тс	tal s	3,266.4
	Monthly Invoice To	tal 4	1,305,764.4

Hourly Rate for Overtime Custodian II (Shift 2)

Hourly Rate for Overtime Custodian I (Shift 3)

Hourly Rate for Overtime Custodian II (Shift 3)

44.54

44.81

45.44

These hourly rates are intended to quantify staffing deductions. The Contractor shall provide all labor per the Contractors work plan. Failure to meet agreed upon staffing levels may position against the monthly invoice amount.	result in an deduction per hour mis	sed per
Contract Year 2		
Hourly Rate for Straight Time Custodian I (Shift 1)	\$	32.34
Hourly Rate for Straight Time Custodian II (Shift 1)	\$	32.81
Hourly Rate for Overtime Custodian I (Shift 2)	\$	33.01
Hourly Rate for Overtime Custodian II (Shift 2)	\$	33.48
Hourly Rate for Overtime Custodian I (Shift 3)	\$	33.69
Hourly Rate for Overtime Custodian II (Shift 3)	\$	34.15

Staffing Plan Reduction

A fixed rate of (\$6,690) per employee per month will be used for staffing reductions due to scope changes or work efficiencies that could occur during the term of this agreement. Reductions in staff must be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

Staffing Plan Increase

A fixed rate of (\$7,314) per employee per month will be used for staffing increases due to scope or work changes that could occur during the term of this agreement. Staff increases shall be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

CONTRACT PRICING CONTRACT YEAR 3

Proposal Item Pricing

oposal Item	Area	Mon	thly Price
oposai item	General Areas (all public and non-public areas, including but not limited to entry vestibules, hallways, seating areas, common space, common use ticket counters, etc.)	IVION	thly Price
	,	Ś	210,910
	Offices (City and TSA)	Ś	11,875
	Security Checkpoints	\$	35,626
	TSA CBRA Areas and Breakrooms	\$	23,751
	TSA Central Control Room	\$	23,751
	TSA Post Screening Areas	\$	47,502
	Public Restrooms (38 please refer to maps for detailed information)	\$	463,66
Proposal Item 1: Main Terminal (1,659,653 sqft.)	Non-Public Restrooms (19 please refer to maps for detailed information)	\$	83,12
(1,039,033 sqrt.)	(44) Escalator (2) Power Walks	\$	41,564
	Ansbacher Hall	\$	83,129
	(30) Stairwells	\$	29,689
	(68) Elevators	\$	32,06
	Ramp/Apron Level Loading Docks, Halls,	\$	35,620
	Sidewalks, Islands, Entry Areas, & Walk Ramps		
		\$	65,31
	т	otal _{\$}	1,187,600
	General Areas	\$	8,214
	Offices	\$	12,321
	AOB Communication and Emergency Operations Center, detailed cleaning per specifications.	\$	32,872
	Nursing Room(s)	\$	2,415
Proposal Item 4: Airport Office	Non-Public Restrooms (12)	\$	16,30
Building (84,500 sqft.)	Stairwells (3) connects level 1 to level 10	\$	1,81
2411411g (04,500 3411.)	(4) Elevators	\$	2,41
	Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$	16,91
	Sidewalks, Entry Areas, & Walk Ramps (parking areas level 5A, 5B, AOB loading dock)	\$	4,83
	Fitness Center – Level 4 of "AOB"	\$	4,83
	Tot	al ş	102,933
	General Areas, Halls & Common Areas	\$	7,05
	Offices	\$	19,05
	Public Restrooms (5)	\$	21,17
Proposal Item 10: Customs and	Non-Public Restrooms (5)	\$	10,58
International (70,450 sq.ft.)	Escalators/Power Walks (4)	\$	7,05
	Stairwells	\$	2,11
	(2) Elevators	\$	3,52
	T	otal ș	70,57
oposal Item 12: Central Plant	General Areas, Halls & Common Areas	\$	625
	Offices	\$	938
	Non-Public Restrooms (2)	\$	1,84
F	T	otal s	3,413

These hourly rates are intended for developing pricing for additional services during the term of the contract. These are not guaranteed hourly rate payments for the contractor or their staff. Additional services may include, but are not limited to, special events or additional scope.

Contract Year 3			
Hourly Rate for Straight Time Custodian I (Shift 1)	\$	44.96	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$	45.61	
Hourly Rate for Overtime Custodian I (Shift 2)	\$	45.89	
Hourly Rate for Overtime Custodian II (Shift 2)	\$	46.54	
Hourly Rate for Overtime Custodian I (Shift 3)	\$	46.83	
Hourly Rate for Overtime Custodian II (Shift 3)	\$	47.49	

These hourly rates are intended to quantify staffing deductions. The Contractor shall provide all labor per the Contractors work plan. Failure to meet agreed upon staffing levels may result in an deduction per hour missed per position against the monthly invoice amount.

Contract Year 3			
Hourly Rate for Straight Time Custodian I (Shift 1)	\$	33.79	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$	34.28	
Hourly Rate for Overtime Custodian I (Shift 2)	\$	34.49	
Hourly Rate for Overtime Custodian II (Shift 2)	\$	34.98	
Hourly Rate for Overtime Custodian I (Shift 3)	\$	35.20	
Hourly Rate for Overtime Custodian II (Shift 3)	\$	35.69	

Staffing Plan Reduction

A fixed rate of (\$6,991.00) per employee per month will be used for staffing reductions due to scope changes or work efficiencies that could occur during the term of this agreement. Reductions in staff must be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

Staffing Plan Increase

A fixed rate of (\$7,644) per employee per month will be used for staffing increases due to scope or work changes that could occur during the term of this agreement. Staff increases shall be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

CONTRACT PRICING CONTRACT YEAR 4

Proposal Item Pricing

roposal Item	Area	Monthly Price
•	General Areas (all public and non-public areas, including but not limited to entry vestibules, hallways, seating areas, common space, common use ticket counters, etc.)	
		\$ 219,347
	Offices (City and TSA)	\$ 12,350
	Security Checkpoints	\$ 37,051
	TSA CBRA Areas and Breakrooms	\$ 24,701
	TSA Central Control Room	\$ 24,701
	TSA Post Screening Areas	\$ 49,402
December 1, Main Tourning	Public Restrooms (38 please refer to maps for detailed information)	\$ 482,209
Proposal Item 1: Main Terminal (1,659,653 sqft.)	Non-Public Restrooms (19 please refer to maps for detailed information)	\$ 86,454
(1,055,055 3411.)	(44) Escalator (2) Power Walks	\$ 43,227
	Ansbacher Hall	\$ 86,454
	(30) Stairwells	\$ 30,876
	(68) Elevators	\$ 33,346
	Ramp/Apron Level Loading Docks, Halls,	\$ 37,051
	Sidewalks, Islands, Entry Areas, & Walk Ramps	
		\$ 67,928
	Total	\$ 1,235,104
	General Areas	\$ 8,542
	Offices	\$ 12,813
	AOB Commuincation and Emergency Operations Center, detailed cleaning per specifications.	\$ 34,187
	Nursing Room(s)	\$ 2,512
Duran and thousand Addison and Office	Non-Public Restrooms (12)	\$ 16,959
Proposal Item 4: Airport Office Building (84,500 sqft.)	Stairwells (3) connects level 1 to level 10	\$ 1,884
Building (84,500 sqrt.)	(4) Elevators	\$ 2,512
	Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$ 17,587
	Sidewalks, Entry Areas, & Walk Ramps (parking areas level 5A, 5B, AOB loading dock)	\$ 5,025
	Fitness Center – Level 4 of "AOB"	\$ 5,025
	Total	\$ 107,050
	General Areas, Halls & Common Areas	\$ 7,339
	Offices	\$ 19,817
	Public Restrooms (5)	\$ 22,019
Proposal Item 10: Customs and	Non-Public Restrooms (5)	\$ 11,009
International (70,450 sq.ft.)	Escalators/Power Walks (4)	\$ 7,339
	Stairwells	\$ 2,201
	(2) Elevators	\$ 3,669
	Total	
oposal Item 12: Central Plant	General Areas, Halls & Common Areas	\$ 651
	Offices	\$ 976.
	Non-Public Restrooms (2)	\$ 1,922
F	Total	

Hourly Rate for Overtime Custodian I (Shift 3)

Hourly Rate for Overtime Custodian II (Shift 3)

48.70

49.38

These hourly rates are intended for developing pricing for additional services during the term of the contract. These are not guaranteed hourly rate payments for the contractor or their staff. Additional services may include, but are not limited to, special events or additional scope.

Contract Year 4

Hourly Rate for Straight Time Custodian | (Shift 1)

Hourly Rate for Straight Time Custodian | (Shift 1)

Hourly Rate for Overtime Custodian | (Shift 2)

Hourly Rate for Overtime Custodian | (Shift 2)

Hourly Rate for Overtime Custodian | (Shift 2)

These hourly rates are intended to quantify staffing deductions. The Contractor shall provide all labor per the Contractors work plan. Failure to meet agreed upon staffing levels may result in an deduction per hour missed per position against the monthly invoice amount.			
Contract Year 4			
Hourly Rate for Straight Time Custodian I (Shift 1)	\$ 39		
Hourly Rate for Straight Time Custodian II (Shift 1)	\$ 35		
Hourly Rate for Overtime Custodian I (Shift 2)	\$ 35		
Hourly Rate for Overtime Custodian II (Shift 2)	\$ 36		
Hourly Rate for Overtime Custodian I (Shift 3)	\$ 36		
Hourly Rate for Overtime Custodian II (Shift 3)	\$ 33		

Staffing Plan Reduction

A fixed rate of (\$7,271) per employee per month will be used for staffing reductions due to scope changes or work efficiencies that could occur during the term of this agreement. Reductions in staff must be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

Staffing Plan Increase

A fixed rate of (\$7,949) per employee per month will be used for staffing increases due to scope or work changes that could occur during the term of this agreement. Staff increases shall be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

CONTRACT PRICING CONTRACT YEAR 5

Proposal Item Pricing

roposal Item	Area	Mont	hly Price
орозантенн	General Areas (all public and non-public areas, including but not limited to entry vestibules, hallways, seating areas, common space, common use ticket counters, etc.)	IVIOIII	illy Frice
		\$	228,121.
	Offices (City and TSA)	\$	12,844.
	Security Checkpoints	\$	38,533.
	TSA CBRA Areas and Breakrooms	\$	25,689.
	TSA Central Control Room	\$	25,689.
	TSA Post Screening Areas	\$	51,378
	Public Restrooms (38 please refer to maps for detailed information)	\$	501,498
Proposal Item 1: Main Terminal (1,659,653 sqft.)	Non-Public Restrooms (19 please refer to maps for detailed information)	\$	89,912
(1,039,033 sqrt.)	(44) Escalator (2) Power Walks	\$	44,956.
	Ansbacher Hall	\$	89,912.
	(30) Stairwells	\$	32,111.
	(68) Elevators	\$	34,680.
	Ramp/Apron Level Loading Docks, Halls,	\$	38,533.
	Sidewalks, Islands, Entry Areas, & Walk Ramps		
		\$	70,645.
	To	tal ş	1,284,508.
	General Areas	\$	8,884.
	Offices	\$	13,326.
	AOB Commuincation and Emergency Operations Center, detailed cleaning per specifications.	\$	35,554.
	Nursing Room(s)	\$	2,613.
Proposal Item 4: Airport Office	Non-Public Restrooms (12)	\$	17,637.
Building (84,500 sqft.)	Stairwells (3) connects level 1 to level 10	\$	1,959.
bullaring (64,300 sqrt.)	(4) Elevators	\$	2,613.
	Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$	18,291
	Sidewalks, Entry Areas, & Walk Ramps (parking areas level 5A, 5B, AOB loading dock)	\$	5,226.
	Fitness Center – Level 4 of "AOB"	\$	5,226.
	Tota	ıl ş	111,332
	General Areas, Halls & Common Areas	\$	7,633.
	Offices	\$	20,610.
	Public Restrooms (5)	\$	22,900.
Proposal Item 10: Customs and	Non-Public Restrooms (5)	\$	11,450.
International (70,450 sq.ft.)	Escalators/Power Walks (4)	\$	7,633.
	Stairwells	\$	2,290.
	(2) Elevators	\$	3,816.
	To	tal ş	76,335.
oposal Item 12: Central Plant	General Areas, Halls & Common Areas	\$	677.
	Offices	\$	1,015.
	Non-Public Restrooms (2)	\$	1,999.
<u> </u>	To	tal 🤇	3,692.0

These hourly rates are intended for developing pricing for additional services during the term of the contract. These are not guaranteed hourly rate payments for the contractor or their staff. Additional services may include, but are not limited to, special events or additional scope.

Contract Year 5			
Hourly Rate for Straight Time Custodian I (Shift 1)	\$	48.63	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$	49.34	
Hourly Rate for Overtime Custodian I (Shift 2)	\$	49.63	
Hourly Rate for Overtime Custodian II (Shift 2)	\$	50.34	
Hourly Rate for Overtime Custodian I (Shift 3)	\$	50.65	
Hourly Rate for Overtime Custodian II (Shift 3)	\$	51.36	

These hourly rates are intended to quantify staffing deductions. The Contractor shall provide all labor per the Contractors work plan. Failure to meet agreed upon staffing levels may result in an deduction per hour missed per position against the monthly invoice amount.

Contract Year 5			
Hourly Rate for Straight Time Custodian I (Shift 1)	\$	36.55	
Hourly Rate for Straight Time Custodian II (Shift 1)	\$	37.08	
Hourly Rate for Overtime Custodian I (Shift 2)	\$	37.31	
Hourly Rate for Overtime Custodian II (Shift 2)	\$	37.84	
Hourly Rate for Overtime Custodian I (Shift 3)	\$	38.08	
Hourly Rate for Overtime Custodian II (Shift 3)	\$	38.60	

Staffing Plan Reduction

A fixed rate of (\$7,562) per employee per month will be used for staffing reductions due to scope changes or work efficiencies that could occur during the term of this agreement. Reductions in staff must be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

Staffing Plan Increase

A fixed rate of (\$8,267) per employee per month will be used for staffing increases due to scope or work changes that could occur during the term of this agreement. Staff increases shall be approved in writing by the PA. This rate is the dollar amount per employee per month to be subtracted from the monthly invoice amount.

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION PROFESSIONAL SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER

Denver International Airport

8500 Peña Boulevard Denver CO 80249

Attn/Submit to: <u>DENCOI@flydenver.com</u>

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

- 1. "Agreement" as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
- 2. "Contractor" as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a "per location" policy aggregate is required, "location" shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Contractor does not own any fleet vehicles and/or Contractor's owners, officers, directors, and/or

employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.

e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Professional Liability (Errors and Omissions) Insurance

Contractor shall maintain a minimum limit of \$1,000,000 each claim and annual policy aggregate, providing coverage for all applicable professional services outlined in this Agreement.

6. Unmanned Aerial Vehicle (UAV) Liability:

If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

7. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

- 1. Such notice shall reference the DEN assigned contract number related to this Agreement.
- 2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
- 3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
- 4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

- 1. Deductibles or any type of retention are the sole responsibility of the Contractor.
- 2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
- 3. Coverage required may not contain an exclusion related to operations on airport premises.
- 4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
- 5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
- 6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
- 7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed

- for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
- 8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
- 9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
- 10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
- 11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
- 12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
- 13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
- 14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. Contractor is NOT eligible for or provided insurance coverage under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.

DEN ROCIP Safety Manual

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

DEN ROCIP Insurance Manual DEN ROCIP Claims Guide

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

City and County of Denver



201 West Colfax Avenue, #705 • Denver, Colorado 80202 (720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

2025 Prevailing Wage Administrator Schedule

TO: All Users of the City and County of Denver Prevailing Wage Schedules

FROM: Luis Osorio Jimenez, Prevailing Wage Administrator

DATE: March 13, 2025

SUBJECT: Latest Change to Prevailing Wage Schedules

Please find an attachment of the current Prevailing Wage Schedule issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c) and its recent amendment for the creation of the Prevailing Wage Administrator. This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced. The new updated Wages will now be named Prevailing Wage Administrator Wages (PWA) as per the amendment of the Ordinance.

Modification No. 174

Publication Date: March 13, 2025

(13 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale. These Wages have been adjusted to reflect Denver Minimum Wage increase of \$18.81 per hour enacted on January 1st, 2025.

APPLIANCE MECHANIC

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
APPLIANCE MECHANIC	\$24.44	\$7.62

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. The position also is responsible for the maintenance of tunnel carwash systems but not the install, that belongs to the Millwright position. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

BUILDING ENGINEER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
BUILDING ENGINEER	\$35.04	\$8.65

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

CONVEYANCE SYSTEM MAINTENANCE SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
ENTRY-SUPPORT MECHANIC	\$26.52	\$7.86
MACHINERY MAINTENANCE MECHANIC	\$29.39	\$8.19
CONTROLS SYSTEM TECHNICIAN	\$35.77	\$8.93

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

Entry Support Mechanic

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

Machinery Maintenance Mechanic

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

Controls System Technician

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to: programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

CUSTODIANS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
CUSTODIAN I	\$22.03	\$8.60 (Single) \$9.08 (Plus One Child[ren]) \$9.64 (Plus One-Spouse) \$11.23 (Family)
CUSTODIAN II	\$22.38	\$8.67 (Single) \$9.14 (Plus One-Child[ren]) \$9.71 (Plus One-Spouse) \$11.30 (Family)

Benefits and Overtime

Parking With valid receipt from approved parking lot, employees are

reimbursed the actual monthly cost of parking.

RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.32) per

hour for travel differential.

Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour

3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour

Flagship Aviation Services LLC-Main Terminal and AOB Cleaning Services Contract No. 202578410-00

Overtime Time worked in excess of seven and one-half (7 ½) hours in one (1) day

or in excess of thirty-seven and one-half (37 $\frac{1}{2}$) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 $\frac{1}{2}$) at the employee's basic straight time hourly rate of pay.

Lunch Any employee working seven and a half (7 ½) hours in a day is entitled

to a thirty (30) minute paid lunch.

Note *The effective date is provided following industry standards established

by the PW Administrator & the CBA negotiated by SEIU Local 105. The previously approved terms adopted by the Career Service Board in their Public Hearing on March 15, 2007 in regards to contractors providing fringe benefits or a cash equivalent at no less than single rate amount

will still be enforced by the Administrator.

The Career Service Board in their public hearing on March 15, 2007, approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Custodian I

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

DIA OIL & GAS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DERRICK HAND/ROUSTABOUT	\$18.81	\$6.92
ELECTRICIAN	\$29.02	\$8.15
ECHANIC	\$29.18	\$8.17
PIPEFITTER	\$30.93	\$8.37
RIG/DRILL OPERATOR	\$24.71	\$7.65

TRUCK DRIVER \$25.53 \$7.75

Heavy Equipment Mechanic (Mechanic)

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

Pipefitter

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

Well Driller (Rig/Drill Operator)

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

Laborer (Derrick Hand/Roustabout)

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage

Flagship Aviation Services LLC-Main Terminal and AOB Cleaning Services Contract No. 202578410-00

or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

Truckdriver

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

ELEVATOR MECHANIC

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the **Davis Bacon Building Wage Determination.**

FINISHER & JOURNEYMAN TILE, MARBLE, AND TERRAZZO

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TILE FINISHER	\$26.13	\$8.91
TILE SETTER	\$32.08	\$8.91

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

FIRE EXTINGUISHER REPAIRER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FIRE EXTINGUISHER REPAIRER	\$21.14	\$7.24

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and

office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

FUEL HANDLER SERIES

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
FUEL FACILITY OPERATOR	\$23.41	\$7.50
LEAD FUEL FACILITY OPERATOR	\$24.48	\$7.62
FUEL DISTRIBUTION SYSTEM MECHANIC	\$30.74	\$8.35
LEAD FUEL DISTRIBUTION SYSTEM MECHANIC	\$32.14	\$8.51

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

Fuel Facility Operator

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results

Lead Fuel Facility Operator

Under the supervision of Facility Manager, or Operations Manager, maintains the purity of the fuel to be dispensed for all airline customers. Assist the Operations Manager with daily schedules, delegation of work duties, special projects, training, and performance of Fuel Facility Operators.

Fuel Distribution System Mechanic

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or

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replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

Lead Fuel Distribution System Mechanic

Performs lead duties such as making and approving work assignments and conducting onthe-job training as well as performing the various tasks performed by the Mechanic classification.

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
LABORER/HELPER	\$18.81	\$6.92
FURNITURE DRIVER/PACKER	\$19.16	\$7.01
LEAD FURNITURE MOVER	\$20.03	\$7.11

GLYCOL FACILITY

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
DE-ICING FACILITY OPERATOR	\$29.12	\$8.16
MAINTENANCE MECHANIC	\$29.33	\$8.18
GLYCOL PLANT SPECIALIST	\$18.81	\$6.92

De-icing Facility Operator

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

Maintenance Mechanic

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

Glycol Plant Specialist/Material Handling Laborer

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

PARKING ELECTRONICS TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PARKING ELECTRONICS TECHNICIAN	\$26.84	\$7.90

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

PEST CONTROLLER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
PEST CONTROLLER	\$22.45	\$7.39

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license.

QUALITY CONTROL & ASSURANCE TECHNICIAN

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
QUALITY CONTROL & ASSURANCE TECHNICIAN	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and wastewater discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

*OHR reviewed data in June of 2023 and rate is not increasing so no changes will be made.

SIGN ERECTOR

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
SIGN ERECTOR	\$21.09	\$6.31

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws. or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

*OHR pulled the wages in December of 2022 and data has remained the same so there is no recommendation to change the base wage or fringes.

TREE TRIMMERS

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
TREE TRIMMER	\$23.57	\$7.52

*OHR pulled the wages in October of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw, and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples form diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

WINDOW CLEANER

Effective Date: 3-12-2025

Last Revision: 2-4-2025

CLASSIFICATION	BASE WAGE/ HOUR	FRINGES/HOUR
WINDOW CLEANER	\$29.89	\$9.53 (Employee)
		\$11.37 (Children)
		\$11.09 (2-Party)
		\$13.50 (Family)

Benefits/Overtime

Parking The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.

Shift Differential

Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked. Note: All wage increases become effective on the first day of the first full pay period following the above dates.

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Overtime One and one-half (1½) times the basic rate of pay in excess of 7.5 hours

worked per day or 37.5 hours worked per week.

Lunch Any employee working seven and a half (7.5) hours in a day is entitled

to a thirty (30) minute paid lunch.

Lead Work \$1.75 per hour above highest paid employee under supervision

High Work \$1.85 per hour (21 feet or more from ground (base) to top of

surface/structure being cleaned)

Training \$0.25 per hour

ECOPASS The Company will provide an Eco-Pass to all bargaining unit employees

or pay \$.24 per hour for travel differential.

Note:

The Career Service Board in their public hearing on April 3, 2008, approved to amend prevailing wages paid to the Window Cleaners as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Appendices

DSBO Form



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This Commitment Form must be completed by all Bidders/Proposers or Contractors/Consultants/Tenants (Prime) to indicate their commitment towards satisfying this project's MWBE participation requirement with City and County of Denver (CCD) certified MWBE firms.

MWBE PARTICIPATION COMMITMENT: 25.18

The Bidder/Proposer or Prime is committing to _______% of the total contract value to MWBE participation. The total contract value is inclusive of value changes made throughout the life of the contract.

GOOD FAITH EFFORT:

If Bidder/Proposer or Prime's abovementioned MWBE participation commitment is less than the MWBE participation requirement percent established by DSBO, the Bidder/Proposer or Prime must submit to DSBO with this Commitment Form a comprehensive statement of their good faith efforts as per the categories outlined in Chapter 28 of the D.R.M.C.

The undersigned Bidder/Proposer or Prime hereby agrees and understands that they must comply with their MWBE commitment on this project in conformity with Chapter 28 D.R.M.C. and the terms of their City contract. Failure to comply is a material breach of said contract, which may result in the imposition of sanctions on the Prime, as deemed appropriate by DSBO.

Bidder/Proposer or Prime (Name of Firm): Flagship Av	iation Services LLC	
Firm's Representative: James Mikacich		
Title: National VP, Aviation Sales		
Signature (Firm's Representative):	Date: 4/21/2025	
Address: 405 S. Kimball Avenue		
city: Southlake	State: Texas	zip: 76092
Phone: 408-569-6218 Email: jmm@flagshipinc.com		com
Phone: 408-569-6218 Email: Jmm@flagshipinc.com		

DSBO Version 7 Last Revised: March 3, 2025



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)

Minority & Women-owned Business Enterprise (MWBE) Utilization Plan

This form **must be completed by all submitters** to indicate their commitment towards creating and expanding contract opportunities for City and County of Denver MWBE certified small businesses. To meet the minimum DSBO responsiveness requirements, Submitter shall provide the proposed MWBE Utilization Plan **at the time of submission deadline** to substantiate the Submitter's specified MWBE participation commitment. Each of the prompts below must be comprehensively and meaningfully addressed. <u>Leaving a section blank or entering "N/A" may deem the submitter nonresponsive.</u> (Maximum 400 words per section).

The approved Utilization Plan may be subject to revisions throughout the life of the contract.

Proposer/Prime Name:

Flagship Aviation Services LLC

Project/Contract Name and Number:

DEN AIRPORT OFFICE BUILDING MAIN TERMINAL JANITORIAL SERVICES | RFP No. 202578410

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Utilization Strategies

- Explain the strategies and tactics the Submitter is currently using and plans to implement in the future to enhance the participation of both new and established City and County of Denver MWBE certified small businesses in contracting opportunities. Please provide concrete examples.
- Please list the anticipated scopes of work that may utilize MWBE certified businesses. If known, list specific MWBE certified firms that you may consider for certified subcontractor utilization.

For reference, please refer to CCD Certified Small Business Database.

Small BusinessCertification and Contract Management System

I Denver Office of Economic Development

Response:

STRATEGIES AND TACTICS TO ENHANCE
PARTICIPATION OF DENVER MWBE-CERTIFIED
BUSINESSES—Flagship currently engages a variety of
proactive strategies to increase participation from both
new and established City and County of Denver
MWBE-certified small businesses. Our team begins by
sourcing directly from Denver's MWBE directories and
attending site tours and outreach events to connect with
qualified firms. We also review inbound interest from
MWBE firms and evaluate their certification status,
local market experience, and readiness to perform.
Once a strong fit is identified, we commit to including
those firms as subcontractors in our bid package and
project delivery model.

To deepen these relationships, Flagship implements formal Mentor-Protégé Programs (MPPs) that extend beyond transactional subcontracting. Through these MPPs, we provide selected MWBE firms with support such as financial assistance (e.g., bonding, capital

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access), business development guidance, administrative infrastructure, and operational coaching. Our goal is to help MWBEs grow into self-sustaining businesses capable of long-term impact within the community.

A recent example of our commitment includes a Bid Development Workshop we hosted for members of our Service Partner Circle. The session focused on helping local, small, and MWBE firms improve their understanding of procurement strategy, capacity planning, and partner engagement. Several attendees were later invited to bid as subcontractors on our DEN response, providing real-time opportunities for growth.

Looking forward, Flagship will expand this effort by hosting recurring capability briefings, conducting quarterly reviews with DSBO, and tracking MWBE participation outcomes in our supplier diversity dashboard. We also plan to increase onboarding resources and readiness support for newly certified firms in Denver.

ANTICIPATED SCOPES OF WORK AND MWBE FIRMS UNDER

CONSIDERATION—For this project, Flagship anticipates the following scopes of work will present strong opportunities for MWBE-certified subcontractor participation:

- ▶ Janitorial Services (2nd and 3rd shift coverage)
- ▶ Day porter and evening detail staffing
- ► Specialty floor care (strip, wax, shampoo)
- ▶ High-touch surface sanitation
- ▶ Exterior cleaning and site beautification
- ► Light maintenance support (where applicable)

To exceed the City and County of Denver's MWBE utilization goals, Flagship has identified and engaged the following certified MWBE firms as potential subcontractors for this project:

- Sparkle
- ► Metropolitan
- ► Maxx Impact Group

Each of these firms has been vetted for experience, capabilities, and commitment to quality. These three companies will collectively deliver 25.18% MWBE participation—exceeding the City's minimum goal of 25%. Assigning work by shift and service area ensures smooth coordination, reduces operational overlap, and sets each partner up for success.





Standard Procedure for Bid Packages

Describe Submitter's procurement process, policies and procedures for soliciting MWBE certified small business participation. Please provide details on the practices already in place and/or anticipated practices that ensure that MWBE certified small businesses are successful in obtaining subcontracts on this project.

Response:

PROCUREMENT PROCESS, POLICIES, AND PROCEDURES FOR MWBE PARTICIPATION-

Flagship has a structured and inclusive procurement process that prioritizes meaningful participation by City and County of Denver MWBE-certified small businesses. Our approach is rooted in transparency, early engagement, and operational alignment—ensuring MWBE firms are not only solicited but also positioned for long-term success. Current Practices:

Early Identification and Outreach: We begin by reviewing the official Denver MWBE directory to identify firms whose certifications, capabilities, and scopes of work align with project needs. We also attend site tours and outreach sessions to connect with firms early in the bidding process.

Prequalification and Vetting: Once identified. prospective MWBE partners are vetted based on certification status, local market experience, technical capabilities, references, and capacity. We prioritize firms that demonstrate a strong interest in partnership and a desire to grow within the public sector.

Bid-Stage Commitment: If selected, Flagship commits to including MWBE firms as part of the proposal submission. We assign them defined scopes, typically tied to specific shifts, service areas, or tasks to ensure clarity and reduce performance overlap.

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- ▶ Mentorship and Operational Support: Through our Mentor-Protégé Program (MPP), MWBE firms gain access to training, operational coaching, and administrative support (e.g., HR, accounting, reporting tools) to help them integrate effectively with the broader project team.
- ▶ **Prompt Payment Practices:** We maintain prompt payment policies, including a Net15, to support small businesses' cash flow and long-term stability.

Anticipated Practices for this Project:

- ▶ Quarterly Reviews with DSBO: Flagship will participate in compliance and coordination meetings to ensure MWBE expectations are met or exceeded.
- ▶ Onboarding Support for New Firms: We will provide orientation and training resources to ensure new MWBE subcontractors are prepared to meet scope requirements and align with Flagship's QA protocols.
- ▶ Ongoing Check-ins and Escalation Pathways: Site leaders will maintain daily engagement with MWBE partners and establish a clear chain of communication to resolve issues quickly and maintain service quality.
- ▶ **Bid Development Support:** We plan to continue offering bid development workshops and business growth forums—like our recent Service Partner Circle event—to equip MWBE firms with the knowledge and tools to secure future contracts independently.

These combined efforts reflect Flagship's belief that MWBE success starts with early engagement but is sustained through investment in long-term growth, accountability, and partnership.





Technical Assistance

 Describe the assistance and/or guidance that Submitter will provide to certified small businesses that may help advance MWBE-certified businesses forward. This could include technical, financial, or support services to the certified small businesses that allows them to have meaningful participation on this or other contracts.

Examples of such may include, but are not limited to, quality control, bonding, insurance assistance, payment advances, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms, etc.

Response:

SUPPORT SERVICES TO ADVANCE MWBE-CERTIFIED BUSINESSES—Flagship is deeply committed to the advancement of MWBE-certified small businesses and takes a proactive, hands-on approach to ensuring meaningful and sustainable participation. Our strategy goes beyond compliance—we aim to help MWBEs scale, compete, and succeed on both current and future contracts.

We accomplish this through a formal Mentor-Protégé Program (MPP) designed to provide individualized, long-term support for selected MWBE firms. Under this program, Flagship provides a comprehensive suite of services including:

Technical Assistance: We assist with onboarding to our CMMS platform (IntuitionTM), digital inspections, and work order systems to help subcontractors meet quality assurance standards from day one.

Financial Support: To ease cash flow challenges, Flagship offers a Net 15 payment option to MWBE subcontractors—an accelerated payment schedule that supports business liquidity and operational readiness.

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- ▶ Bonding and Insurance Guidance: We provide referrals to trusted providers, assist in gathering required documentation, and offer support during prequalification to help small firms meet public contract thresholds.
- ▶ Mentorship and Administrative Support: MWBE partners receive operational mentoring from our project managers and procurement leads, as well as access to shared services for HR, accounting, and compliance reporting.
- ▶ Business Development: Flagship hosts educational events such as our Bid Development Workshop, which offers MWBEs insight into growth strategy, capacity assessment, and prime-sub relationship management.
- ▶ Workforce Development: Where needed, we assist partners in workforce planning and onboarding to ensure staffing aligns with the project's technical and schedule demands.

Our goal is not only to engage MWBE-certified firms for this contract, but to leave them stronger and more competitive for the next. Through intentional partnerships and hands-on investment, we are creating an ecosystem in which small, certified businesses can thrive.

EXHIBIT G

Page 49 Attachment 6, Performance and Payment Bond

XI. ATTACHMENT 7, PERFORMANCE AND PAYMENT BOND

Bond No. 1004510

CITY AND COUNTY OF DENVER **DEPARTMENT OF AVIATION**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Flagship Aviation Services, LLC
a corporation organized and existing under and by virtue of the laws of the State of
hereafter referred to as the "Contractor", and Hanover Insurance Company
a corporation organized and existing under and by virtue of the laws of the State of New Hampshire
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto
the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred
to as the "City", in the penal sum of FIVE HUNDRED THOUSAND DOLLARS and NO CENTS (\$500,000.00),
lawful money of the United States of America, for the payment of which sum, well and truly to be made,
we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents;
THE CONDITION OF THE EOPEGOING ORLIGATION IS SLICH THAT

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete CONTRACT NO. 202578410 Airport Office Building and Main Terminal Janitorial Services, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

WHEREAS, the City has agreed to accept this Bond, this Bond shall be effective for the definite period of 3/1/2026 to 3/1/2027. The Bond may be extended, at the sole option of the Surety by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event Surety exercises its right to not renew this Bond, shall itself constitute a loss to the City recoverable under this Bond or any extension thereof. Regardless of the decision of the existing Surety to not renew the bond, the Contractor shall maintain a bond for the duration of the contract as required by the terms and conditions found in Contract No. 202578410.

The above referenced Contract has a term ending $\frac{3/1/2029}{\Delta}$. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond3/1/2029, unless earlier non-renewed pursuant to the above paragraph.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from

Page 50 Attachment 6, Performance and Payment Bond

all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any

person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

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<u>15th</u> day of <u>July</u> , 20 <u>2</u> 5	have executed these presents as of this
Attest: Secretary	Contractor By: Chris Podlasek, President
	Surety Hanover Insurance Company By:

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

[END OF PAGE]

Page 52 Attachment 11, Special Conditions

PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION (SAMPLE)

FAX NUMBER: 303-342-2552

TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney Airport Office Building 8500 Pena Blvd. #9810 Denver, CO 80249-6340

RE: Flagship Aviation Services, LLC

Contract No: 202578410

Project Name: DEN Airport Office Building & Main Terminal Janitorial Services

Contract Amount: \$500,000.00

Performance and Payment Bond No.: 1004510

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through ______ Hanover _____ insurance company, on _____ July 15 _____, 2025.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at _____. 415-399-6422

Thank you.

Sincerely,

Valerie Takeuchi, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Kelly Holtemann, Joan DeLuca, Charles R. Shoemaker, Thomas E. Hughes, Christopher M. Howell, Lucy M. Dunham, Zachary V. Overbay, Rossio Polio, Christina Parsons; Valerie Takeuchi; Karen Rhodes, Andrew S. Holloway and/or Patrick R. Diebel

Of Woodruff-Sawyer & Co. of San Francisco, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below: Any such obligations in the United States, in any amount

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 26th day of October, 2023

(E) (EA)

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

James H. Kawlecki, Vice President

The Hanover Insurance Company
Matuchusetts Bay Insurance Company
Gittens Insurance Company of America

Jöstlen M. Mendoza, Vice President

STATE OF CONNECTICUT COUNTY OF HARTFORD

) ss.

On this 26th day of October, **2023** before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

Wendy Latournes

Notary Public, State of Connecticut

My Commission Expires July 31, 2025

Wendy Latournes, Notary Public My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of July , 2025

The Handvey Insurance Company
Massachastis Bay Insurance Company
Citizent Massaches Company
America

John Rowedder, Vice President

CERTIFIED COPY