

AGREEMENT

THIS AGREEMENT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), and **KG CLEAN, INC.**, a Colorado Corporation whose address is 11005 Dover Street, Unit 200, Westminster, CO 80021 organized and existing under and by virtue of the laws of the State of Colorado, (“Contractor”), Party of the Second Part.

WITNESSETH:

WHEREAS, the City desires to obtain janitorial services (the “Services”) for its facilities; and

WHEREAS, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide the Services to the City, in accordance with its proposal submitted to the City;

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

SECTION 1 – DEFINITIONS

As used in this Agreement, unless the context requires otherwise:

1.01 CONTRACT ADMINISTRATION

The City's Executive Director of General Services, his or her designee (hereinafter referred to as the "Executive Director of General Services" or the "Executive Director") authorizes all work performed under this Agreement. The Executive Director hereby delegates his or her authority over the work described herein to the Operations Supervisors(s) as the Executive Director's authorized representative for the purpose of coordinating and approving work performed by the Contractor under this Agreement. The Operations Supervisors(s) are authorized representative(s) for day-to-day administration of the Contractor's services under this Agreement, except for approvals which are specifically identified in this Agreement as requiring the Director’s approval.

The Contractor shall submit its reports, memoranda, correspondence and submittals to the Executive Director, or their designee. The Executive Director and the Deputy Executive Director may rescind or amend any such designation of representatives or delegation of authority and the Deputy Executive Director may from time to time designate a different individual to act as Operations Supervisors(s), upon notice to the Contractor.

1.02 CONTRACT DOCUMENTS

It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Agreement Documents or the Agreement between the parties hereto, and they are as fully a part of this Agreement as if they were set out verbatim and in full herein:

Agreement	
Exhibit A	Scope of Work and Technical Requirements including Attachments A and B (“Scope of Work”)
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Prevailing Wage Rate Schedule
Exhibit F	Example Invoice
Exhibit G	Federal Provisions

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

“Contractor employee” or “Contractor personnel” shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 CONTRACTOR’S PROPOSAL

"Contractor’s Proposal" shall mean the Proposal as finally submitted by the Contractor dated August 18, 2020 in response to City and County of Denver Request for Proposals No. 11030A issued July 2, 2020, (the “Agreement Term”) together with Addenda numbered 1 through 5.

1.05 EXECUTIVE DIRECTOR

“Executive Director of General Services” or “Executive Director” means the Executive Director of General Services.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for providing Services for the City and its facilities in accordance with the terms and conditions of the Agreement Documents. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services, except for the equipment and facilities that are specified in this Agreement as being the responsibility of the City. The parties agree this Agreement is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

2.02 MANNER OF WORK

A. **Scope of Work:** The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached **Exhibit A**, hereinafter referred to in this Agreement as the Contractor's "Scope of Work." Contractor shall not be authorized to proceed with work described herein and the City shall not be obligated to fund any work performed by the Contractor, until the City has provided written notification to the Contractor that the work is to be performed.

B. **Professional Responsibility:** The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise, training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. **Diligence:** The Contractor acknowledges that time is of the essence in the performance of its services under this Agreement and that the City and County of Denver may suffer damages if the services are delayed as a result of the Contractor's failure to perform in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the Executive Director or his or her authorized representatives.

D. Neither the Contractor nor any of its employees shall perform any work other than that which is defined herein, except as permitted in writing by the Executive Director.

E. This is a non-exclusive Agreement. In the City's best interests, the City reserves the right to purchase the same services through other procurements. The City reserves the right to add, modify, or remove facilities or services related to this Agreement. The City also reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

2.03 COORDINATION AND LIAISON

The Contractor agrees that during the term of this Agreement it shall coordinate its work with any interested City agency, any person or firm under contract with the City, and with other governmental agencies which are affected by or interested in any part of the services the Contractor performs under this Agreement.

2.04 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY

Preparatory actions by the Contractor shall include but are not limited to hiring and training personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Agreement, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein. Contractor further agrees to fully implement and comply with Executive Order No. 136 Non-Displacement of Qualified Workers in City Service Contracts and as outlined in Section 11.25 of this Agreement.

SECTION 3 – TERM

The term of this Agreement shall commence at 12:01 a.m. M.S.T. on May 1, 2021 and shall terminate at 12:00 a.m. M.S.T. on April 30, 2024, unless earlier terminated in accordance with the Contract Documents or extended by written amendment. This Agreement shall be for a term of three (3) years. The term of this Agreement may be extended on the same terms and conditions, for an additional two (2) one (1) year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable contract close-out procedures and requirements set forth in the Agreement and as otherwise directed by the Executive Director.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete costs incurred and services rendered under this Agreement, an amount negotiated for each building included in the scope of work as set forth in **Exhibit A – Scope of Work** and **Exhibit B – Pricing**. Contract documents may be updated from time to time by mutually written agreement between the Executive Director and the Contractor, but shall not extend the Term or the Maximum Contract Liability Amount.

4.02 MONTHLY BILLINGS

The Contractor shall submit monthly invoices consistent with the pricing set out in **Exhibit A** and in a form satisfactory to the City. An example of the City’s invoice requirements is provided in **Exhibit F**, Example Invoice. Monthly invoices shall be submitted no more than 30 days from the last day of the billing cycle. The Contractor agrees that the City’s Operations Supervisor may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of **FOUR MILLION ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$4,100,000.00)** (the “Maximum Contract Liability”). The Maximum Contract Liability may only be increased by written amendment to this Agreement. Any services performed beyond those set forth therein are performed at Contractor’s risk and without authorization under the Agreement.

B. It is agreed and understood that this Agreement is a multi-year agreement with only partial funding authorized at the commencement of the term of this Agreement. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by

the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. The City reserves the right to direct the Contractor to perform only limited portions of the work described in **Exhibit A** and the Contractor agrees that it shall not continue work in excess of approved and encumbered amounts without a written notice from the City stating the funding limit and term. If the Contractor chooses to proceed with work prior to receiving such a written notice, then the Contractor shall do so at its own risk without any liability for payment by the City. The City's written notice must be signed by the City's Executive Director, otherwise it is invalid and the Contractor is without authority to proceed. Payments hereunder will be made subject to the multi-year conditions stated above.

4.04 TIME OF PAYMENT / PROMPT PAYMENT

Payment terms shall be subject to the City's Prompt Payment Ordinance D.R.M.C. 20-107 *et-seq.*, subject to the Maximum Contract Liability set forth herein. Payments shall be based upon monthly invoices and receipts submitted by Contractor in accordance with the provision of this Agreement and that have been audited and approved by the City. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance. For any subcontractor engaged by Contractor under this Agreement, the Contractor is subject to Section 20-112, D.R.M.C., requiring the Contractor to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from the City. Any late payments by Contractor are subject to a late payment penalty as provided for in Section 20-112, D.R.M.C.

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times. Contractor personnel are required to be properly trained and competent to perform the duties of their positions. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public, and City employees in a prompt, polite and businesslike manner.

B. The Contractor shall remove any Subcontractor or employee that the Executive Director notifies the Contractor in writing that such person:(a) is, in the sole opinion of the Executive Director or his/her designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the City. Such person shall not be reassigned to City work by the Contractor, except with the express written consent of the Executive Director or his/her designee.

5.02 THE CONTRACTOR'S PROJECT MANAGER

The Contractor shall provide a Project Manager, trained, qualified, and acceptable to the City's Operations Supervisor(s), exclusively for this Agreement. The Project Manager shall have full authority to act for the Contractor and at all times to carry out the provisions of this Agreement. If the Project Manager is absent, the Contractor shall, at all times, provide and equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.

5.03 SECURITY

A. It is a material requirement of this Agreement that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City. The Contractor shall conduct all of its activities in compliance with the City's security program. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City with respect to security shall be grounds for immediate termination by the City of this Agreement for cause.

B. The Contractor, promptly upon contract execution, shall meet with the Executive Director, or his or her designee, to establish badging requirements for Contractor's operations under this Agreement. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors. Any person who violates such rules may be subject to revocation of his/her 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.

C. The Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it or any subcontractor. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all of the City's costs for work required to prevent compromise of the City's system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Agreement.

5.04 BACKGROUND CHECKS

A. Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Agreement. Background checks are to be conducted through an independent background check vendor and must include the following:

- a. Social Security Number Trace;
- b. Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- c. Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);

- d. Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- e. National Sexual Offender Registry Search.

B. The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

C. In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:

- a. Police Academy
- b. Denver Animal Shelter
- c. Traffic Operations
- d. All Denver Police Districts
- e. Police Administration Building
- f. Police Crime Lab
- g. District Attorney's Offices within the Wellington Webb building, Minoru Yasui building and the Lindsay Flanigan Courthouse

D. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

E. The City may request the removal of any Contractor employee for cause, which shall include but not be limited to poor work performance, theft, property damage, violations of security protocols, or inappropriate behavior. The Contractor will immediately remove the employee upon request.

F. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

5.05 SAFETY

A. The Contractor shall operate at all times under this Agreement in compliance with the Occupational Safety and Health Act.

B. For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe, exercise and compel its employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

5.06 LAWS, REGULATIONS, TAXES AND PERMITS

A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Agreement. All costs thereof shall be deemed to be included in the prices proposed for the work.

B. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. The Contractor, in conducting any activity on the City's work site, shall comply with all 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 Materials or Special Wastes to the environment. 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), 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.

B. The Contractor shall acquire all necessary federal, state, and local permits/approvals and comply with all permit/approval requirements.

C. 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.

D. 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.

E. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it 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 the Contractor of any pollutant or hazardous material on or about the City's work site.

5.08 EXISTING UTILITIES AND STRUCTURES

The Contractor shall adequately protect the work, City property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Operations Supervisor(s) and subsequently repair or restore all services to the satisfactory approval of the Operations Supervisor(s). The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Operations Supervisor(s), at her/his option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

SECTION 6 – INDEMNITY; INSURANCE; BONDS

6.01 INSURANCE

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Contractor shall provide written notice of

cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Contract prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement 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. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/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 of \$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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I Additional Provisions:

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(c) If any aggregate limit is reduced by twenty five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate aggregates required.

6.02 DEFENSE AND INDEMNIFICATION

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless 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 City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by

claimant and/or claimant alleges that 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 City and will pay on behalf of 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. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The 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.

6.03 EXAMINATION OF RECORDS AND AUDITS: The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, 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 audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

6.04 PAYMENT AND PERFORMANCE BOND

A. Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** (the "Surety"). Bonds must be substantially in the form specified in **Exhibit D**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Director, prior to the execution of the

Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for the Work, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for work performed or materials, supplies, rental items, tools, and equipment provided for the Work under this Agreement. The Surety shall also assure the repair or replacement of any Work found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term of the Agreement and during the Term of any Extension Amendment and for a ninety (90) day period after the expiration or termination of this Agreement or any Extension Amendment and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this section shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

7.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities the Contractor assumes toward the City.

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors that the Contractor expects to perform Work under this Agreement must be approved in writing by the Executive Director of General Services, or their designee, before the subcontractor begins work. The Executive Director may refuse to approve a subcontractor for reasons that include, but are not limited to, the following:

- A. Default on a contract within the last five (5) years.
- B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

Before the Executive Director approves any such subcontractor, the Contractor shall submit to the Executive Director a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his/her knowledge the problems listed do not exist.

7.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 7, or any other provision of this Agreement, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

PREVAILING WAGE REQUIREMENTS

A. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. 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 date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit E** and incorporated herein by reference.

B. Date bid or proposal issuance was advertised July 2, 2020.

C. 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.

D. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

E. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the Agreement.

F. 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.

G. 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.

8.02 MINIMUM WAGES

PAYMENT OF CITY MINIMUM WAGE

Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By

executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance 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.

SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

9.01 AUTHORITY OF THE OPERATIONS SUPERVISOR

A. The day to day administration of this Agreement is vested in the City's Operations Supervisor(s). The Operations Supervisor(s) or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Agreement. The Operations Supervisor(s) will decide any and all questions which may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Operations Supervisor(s) may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Executive Director, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have three (3) days from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Executive Director of General Services following the procedures outlined in Denver Revised Municipal Code Section 50-56. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Sections 1 through 11, which precede the signature page, and the following appendixes and exhibits, which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work and Technical Requirements including Attachments A and B (“Scope of Work”)
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Prevailing Wage Rate Schedule
Exhibit F	Example Invoice
Exhibit G	Federal Provisions

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed appendixes and exhibits or (ii) between provisions of any appendix or exhibit, 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:

- Sections 1 through 11 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- Exhibit F
- Exhibit G

SECTION 10 – DEFAULT; REMEDIES; TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Executive Director, upon giving a minimum of thirty (30) days written notice may terminate this Agreement, in whole or in part, when it is in the best interest of the City. If this Agreement is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered prior to the effective date of termination.

10.02 DEFAULT

The following are events of default under this Agreement:

- A. In the opinion of the Executive Director, the Contractor fails to perform adequately the services required in the Agreement.
- B. In the opinion of the Executive Director the Contractor fails to perform the required work within the time stipulated in the Agreement.
- C. In the opinion of the Executive Director, the Contractor provides material that does not meet the requirements of the Agreement

D. In the opinion of the Executive Director, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.

E. In the opinion of the Executive Director, the Contractor fails to make progress in the performance of the requirements of the Agreement and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Agreement.

F. The Contractor is in default under any other contract, purchase order or agreement with the City.

G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

H. The Contractor transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the City made available to Contractor for its use under this Agreement.

J. The Contractor fails to comply with any of the provisions of this Agreement concerning City security.

K. The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.

L. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Executive Director, or their designee, of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

10.03 REMEDIES

If Contractor commits an Event of Default, as described in Section 10.02, the City may exercise any one or more of the following remedies:

A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

B. The City may cancel and terminate this Agreement upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the Executive Director in his/her discretion.

C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the Agreement. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the vendor.

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of the services covered by this Agreement, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to the City under law or in equity.

SECTION 11- GENERAL CONDITIONS

11.01 COLORADO OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

A. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make

available any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

C. The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

D. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

E. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

F. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

G. If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the

Contractor concerning the Contractor's Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it's the Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

H. If the Contractor receives personal identifying information ("PII") under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 et seq. Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

11.02 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.03 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written approval of the Executive Director. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Executive Director, the Executive Director may elect to terminate this Agreement.

The Executive Director has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.04 NONEXCLUSIVE CONTRACT

This is a non-exclusive Agreement. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

11.05 NO THIRD PARTY BENEFICIARIES

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.06 RISK OF LOSS

Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Agreement which occur prior to delivery to the City and County of Denver; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

11.07 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Agreement. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Agreement.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Agreement.

11.08 STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR; CITY DOES NOT FURNISH UNEMPLOYMENT OR WORKERS COMPENSATION COVERAGE:

A. It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

B. Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless the unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to worker's compensation benefits from the City, and that the Contractor is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement. The parties further acknowledge that the provisions of this paragraph are consistent with the Contractor's insurance obligations which are set forth in this Agreement.

11.09 NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.10 NOTICES

Notices concerning termination of this Agreement, notices of default, notices of violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

by Contractor to:

Executive Director of General Services
201 West Colfax Avenue, Department 1110
Denver, CO 80202

by City to:

KG Clean, Inc.
11005 Dover Street, Unit 200
Westminster, CO 80021

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

11.11 NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

(2) It shall not enter into a contract with a subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Contract.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Contract, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

11.12 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 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's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

11.13 SOLICITING

No soliciting for any purpose is allowed on City premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor.

11.14 GRATUITIES

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

11.15 ADVERTISING AND PUBLIC DISCLOSURES

The 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 Executive Director, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Executive Director, member or members of City Council, or the Auditor.

11.16 GREENPRINT DENVER POLICY AND GUIDANCE:

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program. Contractor shall fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of Greenprint Denver.

11.17 ESTIMATED QUANTITIES

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

11.18 TIME IS OF THE ESSENCE

In the performance of this Agreement by the Contractor, time is of the essence.

11.19 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere with or be inconsistent with the services to be furnished by the Contractor under this Agreement.

11.20 SEVERABILITY

If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

11.21 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Executive Director, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Agreement. The foregoing notwithstanding, the parties agree that the SOW may be modified in the event that an agency or department of the City has or develops specific requirements such as security related matters or other requirements which may impact the operation of the Contractor under this Agreement. In such event the Parties agree to negotiate in good faith a set of sub-requirements to the SOW, signed by the Contractor and the Executive Director, which shall be in the nature of a change order and which shall not require an amendment of this Agreement.

11.22 ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Contract 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 Contract 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.

11.23 CITY EXECUTION OF CONTRACT

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

11.24 COMPLIANCE WITH M/WBE REQUIREMENTS.

1. MBE/WBE Procurement Goals– Provision For Contracts:

- A. This Agreement is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 – 28-158, D.R.M.C., (referred to in this Agreement as the “MBE/WBE/SBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor identified in its proposal the participating MBE and/or WBE firms that will be used to satisfy the procurement goal, whether as a self-performing bidder or proposer, a subcontractor, or member of a joint venture and a total participation level by such firms of **100%**. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **30%**.
- B. 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 its originally achieved level of MBE and WBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor acknowledges that:
1. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
 2. If any contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement of such contract, upon any of the bases discussed in §28-133, D.R.M.C., regardless of whether such increase or decrease in scope of the procurement has been reduced to writing at the time of notification.
 3. If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Agreement, whether by amendment or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Contractor Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Contractor must show each element of modified good faith set out in §28-135(d), D.R.M.C. The Contractor shall supply to the director the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the contract.

4. Failure to comply with these provisions may subject the Contractor to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Contractor must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

11.25 NON-DISPLACEMENT OF QUALIFIED WORKERS

A. Consistent with the efficient performance of this Agreement, the Contractor and any subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of an award of this Agreement or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this Agreement 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 Agreement, and the Contractor and any subcontractors shall not offer employment under this Agreement, 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 a 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 Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" 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. Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractor (1) may employ under this Agreement any employee who has worked for the Contractor or subcontractor for at least 3 months immediately preceding the commencement of this Agreement and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to an employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not

required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

D. The Contractor shall, not less than 10 days before completion of this Agreement, furnish the contract administrator a certified list of the names of all service employees working under this Agreement 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 Agreement and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

E. 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 Agreement.

F. In every subcontract entered into in order to perform services under this Agreement, 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 subcontractor working under this Agreement, as well as of a predecessor contractor and its subcontractor. 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 contract administrator 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. Prior to the end of the Term of this Agreement the Contractor agrees to cooperate with the City and provide necessary requested information by the City to effectuate the requirements of Executive Order No. 136.

[END OF PAGE]

Contract Control Number: GENRL-202157441-00
Contractor Name: KG CLEAN, INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

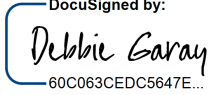
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202157441-00
KG CLEAN, INC

By:  _____

Debbie Garay

Name: _____
(please print)
President
Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A:
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF WORK:

The overall responsibility of the successful Contractor(s) is/are to coordinate, plan, manage, and perform activities described in this section to maintain an acceptable appearance and a healthy environment for City facilities. Contractor(s) shall perform all janitorial services described in this section for Groups 4 and 7 as well as all janitorial services indicated in **Exhibit A – Scopes of Work by Facility and Exhibit B - Pricing**. These services may include but not limited to office spaces, lobbies, corridors, basement areas, hallways, stairways, restrooms, passageways, service and utility areas, elevators, locker rooms, gyms, cardio/weight equipment areas, outdoor areas, parking garages, etc.

A.2 FACILITIES:

GROUP 4

Facilities Management Buildings:

1. Lindsey-Flanigan Courthouse, 520 W. Colfax Avenue
2. Police Crime Lab, 1371 Cherokee Street
3. Rose Andom Center, 1330 Fox Street
4. Van Cise-Simonet Detention Center, 490 W. Colfax Avenue

GROUP 7

Parks Locations:

1. Buffalo Bill Museum, 987 ½ Lookout Mountain Road, Golden
2. Central Park Pavilion, 8801 E. Martin Luther King Boulevard
3. Chief Hosa Lodge, 27661 Genesee Lane, Golden
4. City Park Pavilion, 1700 York Street
5. Fleming Mansion, 1510 S. Grant Street
6. Molkery Hall, 6820 E. 12th Avenue
7. Mountain Parks Headquarters, 300 Union Avenue, Morrison
8. Parks Greenhouse, 2500 E. 23rd Avenue
9. Parks Headquarters-Huron, 945 S. Huron Street
10. Washington Park Boathouse, 701 S. Franklin Street
11. Washington Park Maintenance, 820 S. Humboldt Street

A.3 Contract Administration

The City's Executive Director of General Services or designee is responsible for authorizing and approving work performed under this Agreement. The Executive Director may designate a Facilities Management Division Operations Supervisor to be responsible for day-to-day administration of the contract.

The term "Facility Manager" includes Facilities Management Division Facilities Superintendents, Parks and Recreation Facility Supervisors and those with similar responsibilities within other City agencies. Facility Managers are also authorized to represent the City in the day- to- day administration of the contract, as it relates to their facilities. Such individuals will be identified by the City's contract administrator upon contract execution.

The Contractor will be notified by the General Services Facilities Management Operations Supervisor in writing when personnel changes occur among the City's designated representatives.

A.4 Contractor Management

The General Services Facilities Management Operations Supervisor will have the primary responsibility for managing the operational aspects of this contract.

The Contractor shall designate an individual who will ultimately be responsible for work performed under this Agreement and who will be the City's primary point of contact. It must be possible for the City's representatives to contact the Contractor's primary contact person by telephone, text, or email during established business hours. It must also be possible to contact the Contractor's designated contact person after hours if attempts to contact lower level supervisory personnel are unsuccessful or do not resolve the issue at hand. The City must be notified within one business day if the Contractor's primary contact person changes.

Any perceived contractor issues or deficiencies will be addressed first at the individual facility level. These deficiencies will be documented by the agency Facility Manager and forwarded to the General Services Facilities Management Operations Supervisor and the General Services Contract Compliance Technician, as will all subsequent correspondence regarding the same deficiency.

If the problem cannot be resolved by the individual Facility Manager, it is to be escalated to the General Services Facilities Management Operations Supervisor. The General Services Contract Compliance Technician will maintain records of all relevant correspondence throughout the life of the contract. The process is to be addressed/worked until a satisfactory resolution has been reached.

The City reserves the right to perform spot checks at any City facility in order to verify that Contractor employees are present and working during scheduled work hours.

At the close of the contract, the Contractor will work closely with the Operations Supervisor and Contract Compliance Technician to ensure that all tasks are completed, and all invoices and payroll reports are submitted in a timely manner.

A.5 Meetings

Upon contract execution, and prior to commencement of service, the Contractor's managerial personnel will be required to attend an Introductory Meeting with City personnel. Topics will include:

- Contractor supervisors and contact persons
- City contact persons
- Building security and access
- Responsibility for supply purchases and equipment maintenance
- Invoicing and required submittals
- Prevailing Wage Ordinance, Minimum Wage Provisions and DSBO requirements
- Non-displacement of Qualified Workers
- Expectations of cleanliness for specific facilities, this expectation may change throughout the life of the contract but this will be the identification of the City's expectations at the start of the contract Privacy and Security expectations

Following the Introductory Meeting, the Operations Supervisor will schedule meetings every six months, beginning on the seventh month from the contract start date, to discuss any ongoing or new concerns. The Contractor's managerial personnel will also be required to attend these meetings. The Contractor will be

responsible for recording the meeting minutes of each scheduled meeting and shall distribute copies to the Operations Supervisor, Contract Compliance Technician, and any other City personnel in attendance of the meeting within three business days.

A.6 Supervision and Work Schedules

Onsite supervision will be required at the following locations:

- Denver Justice Center (Lindsey-Flanigan Courthouse and Van Cise-Simonet Detention Center)

All locations listed above will be staffed with day porter custodians as well as evening shift custodians. The Contractor's supervisory work schedules shall include significant portions of both shifts. Onsite supervisors are required to respond promptly (no later than within 60 minutes) to telephone calls or other communication from the City's representatives.

Roving supervisors will be assigned to smaller locations within the group. During scheduled work hours, roving supervisors will be expected to respond promptly (no later than within 60 minutes) to any communication from the City's representatives.

Both onsite and roving supervisors are required to actively oversee and monitor employees while work is being performed and to inspect areas after work has been performed.

Both onsite and roving supervisors shall speak and write English to the satisfaction of the City's Facilities Management Operations Supervisor. The City may request that a supervisor be replaced if that supervisor's English language skills are inadequate.

City Facility Managers and employees shall limit their communication to the Contractor's managerial and supervisory personnel. They will not attempt to directly manage work performed by the Contractor's employees.

The Contractor will work with appropriate City Facility Managers to establish work schedules for both the Contractor's supervisory and nonsupervisory employees prior to the commencement of any work. These work schedules will be forwarded to the Operations Supervisor and the General Services Contract Compliance Technician.

A.7 Security

Many City facilities require a high level of security. Prior to the commencement of service, representatives of the City and the Contractor will meet to review security policies and procedures for each facility. These policies and procedures are to be documented in writing. Copies of the policies and procedures will be maintained by the Operations Supervisor and the General Services Contract Compliance Technician. Contractor employees will be required to adhere to existing security procedures at each facility. No attempts to circumvent security procedures (example - propping doors open) will be allowed.

A.8 Building Keys / Access Card Control

The Contractor shall establish and implement a written policy to ensure that all keys/access cards provided by the City to the Contractor are not lost or misplaced and are not used by unauthorized persons. The Contractor shall provide the Executive Director a copy of this policy for review and approval prior to the commencement of service. No keys issued to the Contractor shall be duplicated. Contractor shall report the loss of keys/access card to the Operations Supervisor within 24 hours.

In the event any keys/access cards are lost or stolen, the City, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the City, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor.

The Contractor shall establish and implement a written procedure to guarantee against the unauthorized use of keys issued by the City. The Contractor shall provide the Executive Director a copy of this policy for review and approval prior to the commencement of service. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of any persons other than Contractor's employees engaged in the performance of assigned duties in the City facilities.

City Facility Managers will specify procedures for admittance to all buildings under their management and all rooms within those buildings. These procedures may be subject to change periodically. The Contractor shall exercise all reasonable efforts to ensure the safety of any keys it is given.

While cleaning areas, Contractor's personnel shall not admit anyone into any area, except authorized Contractor personnel, or City personnel who can provide proof that they are authorized to be in the area. All work performed after hours will be completed behind locked doors. On completion of nightly assigned duties, all lights shall be turned off, doors locked, and offices left in a neat and orderly condition.

The Contractor is required to furnish the Operations Supervisor with a list of all current employees and laborers with copies of I-9's (Employment Eligibility Verification) prior to the commencement of service. The Contractor shall provide I-9s for new employees to the City upon hire.

A.9 Special events at City Facilities:

These special events/projects will be billed separately from the monthly invoice for regular, ongoing service. Requests to add or delete services from the Scope of Work of any facility must be approved by the Operations Supervisor, the General Services Contract Compliance Technician, and the Executive Director of General Services, or the Executive Director's designee.

A.10 Supplies and Equipment

The City agrees to purchase the following goods:

- Toilet tissue
- Paper towels
- Liquid hand soaps
- Plastic trash receptacle liners
- Feminine hygiene products and disposal containers and liners
- Toilet seat covers
- Urinal screens
- Waterless urinal cleaning products
- Dish soaps used in kitchen areas
- Batteries and other restroom dispenser accessories
- Trash and recycling receptacles (not including wheeled trash barrels and carts)

Supplied by City: All mechanical dispensers required for dispensing materials designated in the paragraph

above shall be supplied, installed and maintained for proper mechanical operation by the City, with the exception that Contractor employees may be required to change batteries. Lamps and ballasts will also be maintained by the City.

Most City facilities are equipped with dispensers that control the dilution of cleaning chemicals. In most facilities, the Contractor will be responsible for purchasing these chemicals. In facilities where special chemicals are required due to preferences or requirements of the Facility Manager, the Facility will be responsible for purchasing those chemicals.

Exhibit B indicates those facilities where the City purchases supplies other than and beyond the supplies listed above.

Contractor supervisors shall closely monitor inventory of those products that the City will purchase and will inform Facility Managers when supplies need to be ordered. Requests for supply orders must occur at least 30 days before supplies are depleted. The City may investigate if supply usage appears to be abnormal.

At most facilities, the Contractor will be expected to provide machinery such as vacuums, carpet extractors, and floor buffers. The Contractor shall provide all necessary custodial tools, equipment and supplies including (but not limited to): brooms, brushes, sponges, scrubbing pads, spray bottles, disposable gloves, scraping tools, general cleaning and disinfecting chemicals, mops, pails, mop buckets, carts, wheeled trash barrels, wax, floor stripping chemicals, floor finish, floor pads, waxing machines, vacuum cleaners and vacuum bags, rotary buffers, dusters, dust cloths, dust mops, and dust wands for Venetian blind dusting. Equipment such as vacuum cleaners, scrubbers, etc., shall be kept in good operating order and will be designed to perform the kind of work prescribed in specifications. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings and building surfaces.

The Contractor will also be responsible to provide Electrostatic Sprayers to be used for the cleaning, sanitizing and disinfection related to COVID-19. Required electric sprayers will need to be hand-held, back-pack or a fogger option.

Designated Storage: Cleaning equipment and supplies are to be kept neatly in custodial closets/locations designated by the Facility Manager. Custodial closet floors and shelves shall be maintained daily in a neat, clean, and orderly condition by the Contractor. The City will not be responsible in any way for the Contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, accident, other conditions or circumstances. Custodial storage rooms will be equipped with doors and locks. Locks, if not already installed, will be furnished and installed by the City.

Any chemicals purchased or used by the Contractor must comply with the City's Green Cleaning and Sustainability standards (see Section B.31). These standards are designed to lessen harmful impact on the environment and create a healthier environment for employees and visitors. Some facilities have City-owned floor scrubbing machines onsite. If approved by the Facility Manager, the Contractor's employees will be allowed to use these machines after receiving training on their operation and maintenance from City employees. The Contractor will be expected to properly maintain the machines, which remain the property of the City. Maintenance may include, but not be limited to, charging batteries, cleaning filters, etc.

Additional requirements will be identified in Exhibit A that describes the expectations of each Facility.

A.11 Uniforms

The Contractor is to provide uniforms for its employees at its own expense. The Contractor's uniforms are to be professional in appearance and will clearly identify workers as employees of the Contractor. All uniforms shall be the same for all employees and must be different in both design and color from those worn by any City employees.

Upon award of the resulting contract, the Contractor will provide sample uniforms to be approved by the City Chief Security Officer.

The Contractor will notify and obtain approval from the City Chief Security Officer of any changes to the Contractor's uniforms.

The City will not reimburse the Contractor for uniform costs. All uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of the Contractor and are to be included in the Contractor's billing rate.

Uniforms must be consistent for all Contractor's Personnel.

A.12 Prevailing Wage

This contract is subject to the City and County of Denver's Prevailing Wage Ordinance. All employees that perform work under this Contract that are classified as Custodian I and/or Custodian II per the Prevailing Wage definitions are required to be paid the minimum wages for each labor classification as set by the Denver Auditor's Office. If the employee works in more than one labor classification (Custodian I or Custodian II) at any time during their shift, the Contractor is required to pay the employee the appropriate pay rate for the hours worked under each labor classification. For some facilities, the contract requires a Day Porter be assigned to a facility. A Day Porter will fall under a Custodian I and/or Custodian II classification, and the appropriate Custodian classification will be paid to the Day Porter according to the tasks performed during the shift.

The Contractor will need to comply with the Prevailing Wage Ordinance. All terms and conditions related to the Prevailing Wage Ordinance can be found in Section 8 Wages and Salaries of the contract.

A.13 Hourly Pay Rates

Contractor is required to pay all employees subject to the Prevailing Wage Ordinance, the minimum hourly base wage plus fringe benefit amount for all hours worked at a facility during the month. If the employee worked in more than one labor classification (Custodian I or Custodian II) and more than one shift, the Contractor will need a separate Hourly Bill Rate for each classification and/or shift worked. Rates for work performed during the second or third shift must include shift differential.

Custodian I and Custodian II rates will remain fixed until the first anniversary of the solicitation date. Annual Wage adjustments will occur on solicitation anniversary dates; the highest applicable wage rate will apply. For Prevailing Wage, Custodian I and Custodian II rates must include fringe benefits. Exhibit B outlines rates for first shift employees, second and third shift employees will be paid shift differential.

A.14 Hourly Management Fee

An Hourly Management Fee will be established for each Facility Group. The Hourly Management Fee for

Groups 4 and 7 will remain fixed and constant throughout the initial term of the Contract. The Hourly Management Fee will include all Contractor expenses other than the required prevailing wage rates and fringe benefits for employees. The Hourly Management Fee will include, but not be limited to:

- All payroll taxes (federal, state, and local) including the employer share of Medicare, Social Security, State Unemployment, Federal Unemployment, and Denver Occupational Privilege taxes.
- Property taxes and other taxes not related to payroll
- All management and supervisory costs, including salaries and wages. Supervisor wages are included in the Hourly Management Fee and should not be invoiced as labor costs.
- Equipment, supplies, tools, Personal Protective Equipment (PPE) and chemicals purchased by the Contractor (See Exhibit B - Pricing Section to determine which supplies are purchased by the City)
- Equipment maintenance
- Equipment rental
- Payroll processing and all other administrative costs
- Workers Compensation
- Liability insurance
- Performance and payment bonds or letters of credit
- Employee background checks, if not paid by the City (see Section 6)
- Employee training
- Contractor's internal human resources costs
- Professional consulting (if required)
- Supervisory and management travel costs
- Uniforms
- Contractor legal expenses

The Hourly Management Fee may not be charged if no labor hours occurred during the calendar month that is being invoiced.

An Hourly Management Fee will be established for each Group upon award of the Contract. The Hourly Management Fee will remain fixed and constant during the initial term of the Contract, and will be the same for all labor classifications and shifts.

The Hourly Bill Rate will be calculated in the same manner without regard to whether a facility is added to the contract, service is increased (or decreased) at a facility, the service is a one-time service of limited duration, or if it is a temporary service of up to 90 days.

A.15 Invoicing

Contractors are to invoice the City monthly, submitting a separate invoice for each facility awarded. One-time services and temporary services are to be invoiced separately from established services for the facility. Invoices are to be sent to the appropriate City agency and copied to the General Services Facilities Management Office at FacilitiesManagementInvoices@denvergov.org. A list of agency billing contacts will be provided upon award of the contract. Monthly invoices shall be submitted at a minimum of no more than 30 days from the last day of the previous billing cycle.

Invoices must include the following:

- City contract number

- Purchase Order number. Each City agency will issue a separate Purchase Order.
- City agency name and “ship to” address
- Service location (Building name and address)
- Invoice number
- Invoice date
- Service dates, time on task at the location(s) being invoiced
- Invoices for General Services Facilities Management buildings must also include a location code. A list of location codes will be provided upon award of contract.

Invoices must include all hours worked for each employee that worked at the facility during the month invoiced. If the employee worked in more than one labor classification (Custodian I or Custodian II) and more than one shift, there will need to be separate Hourly Pay Rate for each classification and/or shift worked. Invoices must be itemized to indicate labor classification (Custodian I or Custodian II) and the shift during which the labor occurred. The invoice will include the hourly rate paid to the employee for each classification and each shift. Rates for work performed during second or third shift must include shift differential.

Invoices must also include the Hourly Monthly Management Fee for all labor hours worked at the facility during the month invoiced. The Hourly Monthly Management Fee will be billed with the Hourly Pay Rate for all employees, including benefits and shift differential, which will equal the Hourly Bill Rate as shown below:

Hourly Pay Rate including Benefits + Hourly Management Fee = Hourly Bill Rate

The sum of Hourly Pay Rates and Hourly Management Fee will be the Hourly Bill Rate for each itemized line. The Hourly Bill Rate will be multiplied by actual hours worked, resulting in a subtotal for each itemized line. The invoice total will be the total of all itemized lines.

The invoice must also include any City authorized overtime hours and the hourly rate paid. For overtime to be paid by the City authorization must be received prior to the occurrence.

Invoices must include hourly fringe benefit and bus pass/travel differential rates paid for each employee. Fringe benefits and differential rates may be combined with wage rates as one Hourly Pay Rate.

An example of the required invoice format is in Exhibit F.

Upon request by the City, the contractor may be required to submit a monthly reconciliation report to the Contract Compliance Technician.

A.16 Timekeeping

The Contractor shall ensure accurate, verifiable timekeeping records, utilizing an electronic timekeeping system, for all of the Contractor’s personnel. Such electronic timekeeping system must be able to generate detailed timekeeping reports and other reports as required by the City. The Contractor may be required to provide access to the electronic timekeeping system to the City.

A.17 Types of Service Requests:

A.17.a. Scheduled Daily, Weekly, Monthly and Annual Services

The successful Contractor(s) shall coordinate, plan, manage, schedule and perform activities

described for each facility as outlined in Exhibit A. All services outlined for each facility are considered scheduled services. These services are to be invoiced monthly, with a separate invoice for each facility.

Labor hours included in the solicitation were an estimation of a total number of historical hours for each location. Labor hours submitted by Contractor set forth on Exhibit B are an estimation of the number of hours needed to complete the scheduled services. Adjustment of hours may be made in consultation with the City and approval from the General Services Operations Supervisor and the General Services Executive Director by means of Attachment A - Facility and Service Addition or Modification Form.

Any preapproved services outside the scope of work for a facility is to be considered a One-Time Service of Limited Duration. These preapproved one-time services may be requested by the City following the Work Order process as outlined below.

A.17.b. One-Time Services of Limited Duration:

One-time services of limited duration are special projects that are not included in the established Scope of Work for an individual facility. Examples include, but are not limited to:

- Upholstery cleaning
- Cleaning window blinds
- Cleaning of overhead light fixtures
- Cleaning building exteriors, grounds, or parking areas
- Cleaning needed due to remodeling or relocation
- Cleaning needed due to water leakage, storm damage, or other emergencies (if there is an urgent need, these services may be requested by a Facility Manager prior to the approval process outlined below. The formal approval process will be followed after the fact.)
- Interior or exterior window cleaning (First floor only; Prevailing Wage window cleaning rates will apply.)
- Interior window cleaning as requested for floors above the first floor
- Cleaning during or after events that occur outside of scheduled work hours
- Emergency decontaminations of holding cells that occur outside of scheduled work hours (these do not require prior approval but will be invoiced in the same manner as other one-time services)

One-time services of limited duration may be requested by Facility Managers or by the Operations Supervisor. The Facility Manager or Operations Supervisor will obtain a quote from the Contractor. The quote must contain estimated labor hours and estimated labor cost. The estimated labor cost should include the Hourly Management Fee. The quote and a General Services Work Order Form will be submitted to the Contract Compliance Technician.

If approved the City will issue a written Work Order, similar in form to Attachment B, to the Contractor detailing the nature and extent of services to be provided, the location of the Work Project, and the timeframes within the Work Project is to be performed, with an amount to be paid to the Contractor upon completion and approval by the requesting agency and or project manager. The contractor may upon receipt of the Work Order and prior to performing the service take exception if the scope misrepresents the expectations of the project.

Upon execution of the Work Order, General Services will issue a Notice to Proceed letter. No work may commence without prior approval. Contractors will not be paid for work performed without authorization.

A.17.c Temporary Services for up to 90 days:

On rare occasions, the City may request temporary services beyond one-time projects. For example, it may be necessary initiate temporary service at a newly acquired facility until permanent approval is obtained. Temporary services will be approved for no more than 90 calendar days (with the possible exception of seasonal service at certain Parks and Recreation facilities). At the end of the 90 days, the City will either add the service permanently to the contract or will terminate service. The Contractor will not be paid for work completed after 90 days of temporary service unless the service has been approved as permanent by the Executive Director of General Services or the Executive Director's designee.

Temporary services for up to 90 days may be requested by Facility Managers or by the Operations Supervisor. These requests will not be processed as Work Orders. The Facility Manager or Operations Supervisor will obtain a quote from the Contractor. The quote will include estimates of labor hours and labor costs for the expected duration of the temporary service, including the Hourly Management Fee. The quote and a General Services Facility/Service Addition Form (marked as temporary) will be submitted to the Contract Compliance Technician. The Facility/Service Addition form must be approved by the Executive Director of General Services or the Executive Director's designee. If service is added permanently, it will be necessary to submit another General Services Facility/Service Addition Form (marked as permanent). Permanent additions must also be approved by the Executive Director of General Services or the Executive Director's designee.

Like one-time services, temporary services for up to 90 calendar days are to be invoiced separately from regularly scheduled services. The Contractor will bill for actual labor hours at the Hourly Bill Rate rather than the estimated labor hours stated on the quote.

A.18 Facility and Service Additions

The City may, in the future, decide to add janitorial services at facilities that are not included in the current contract, modify or increase existing service levels, or stop service at a facility altogether.

All facility additions or service increases require the approval of the Executive Director of General Services or the Executive Director's designee. No additional services can be performed until the required approvals are obtained and a Notice to Proceed letter is issued. Contractors will not be paid for any work performed without proper authorization.

Cessation of service at any facility will also require the approval of the Executive Director of General Services or the Executive Director's designee, as will reductions in service at any facilities.

A.19 Holidays and Furlough Days

The following City Holidays and/or City close of business days are observed at most, but not all, City facilities. Cleaning will not be required at buildings that are closed during City Holidays. The Communications Center (12025 E. 45th Avenue) will require cleaning on Holidays. Various other City facilities may remain open but will require a reduced level of service. Prior to the commencement of service, the Contractor must consult with the appropriate Facility Manager to determine Holiday schedules.

- Jan. 1, New Year's Day
- Martin Luther King Jr. Day or 3rd Monday in January,
- President's Day (third Monday in February),
- Cesar Chavez Day (last Monday in March),
- 4th of July,

- Labor Day,
- Veteran's Day (11th of November),
- Thanksgiving Day,
- Christmas Day

If designated or required by the City

- All identified and scheduled Citywide furlough days

Some City holidays, such as Cesar Chavez Day are not observed by State agencies in City buildings such as the City & County Building and the Lindsey Flanigan Courthouse; minimal services will need to be provided on these days. For the Lindsey Flanigan Courthouse, this includes reducing day porter services from 3-day porters to 1-day porter. For the City & County Building, this requires only the services of the day porter.

The following is the Holiday schedule for Parks and Recreation: All Centers are OPEN on:

- MLK Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Veterans' Day All centers are closed:
 - New Year's Day
 - Memorial Day
 - Easter Day
 - 4th of July
 - Labor Day
 - Thanksgiving
 - Christmas

If designated or required by the City

- Assigned all City furlough days

All centers close early (at 4pm) on:

- Christmas Eve
- New Years Eve

The intent is that each Recreation Center be cleaned prior to opening after a holiday. For instance, if a center receives cleaning on Tuesday and Thursday, but the 4th of July falls on Thursday, the Contractor must adjust service to provide a Wednesday evening service, so that when the center opens on Friday, it will be clean.

The following is the Holiday schedule for Denver Public Library 2020. Updated Holiday schedules will be provided to awarded Contractor for 2021, 2022:

- New Year's Day, January 1, 2020
- Martin Luther King, Jr. Day, Monday, January 20, 2020
- Presidents' Day, Monday, February 17, 2020
- César E, Chávez Day, Monday, March 30, 2020
- Memorial Day
- Independence Day (Observed), July 3, 2020
- Independence Day, July 4, 2020

- Labor Day
- Indigenous Peoples' Day, Monday October 12
- Veterans Day
- Thanksgiving Eve, Wednesday, November 25, 2020 (Close at 4 p.m.)
- Thanksgiving Day
- Christmas Eve, Thursday, December 24, 2020 (Close at 4 p.m.)
- Christmas Day, December 25
- New Year's Eve, December 31, 2020 (Close at 4 p.m.)

If designated or required by the City

- All scheduled Citywide furlough days

A.20 Cleaning Expectations

General guidelines for the performance of various cleaning tasks follow. At the discretion of the Operations Supervisor or Facility Manager, cleaning expectations may vary at individual facilities. The Contractor shall refer to Exhibit A – Scopes of Work by Facility for a complete list of cleaning expectations for each facility.

It should be understood that even if a service is not required every day, the service should be performed if necessary. For example, if entrance mats are to be vacuumed twice per week, but become very dirty in between, they should be cleaned immediately, rather than wait for the scheduled day for cleaning.

A. RESTROOM CLEANING

Sweep the floor, including corners and behind toilets. Clean the interiors and exteriors of toilets and urinals using a disinfectant cleaner. Do not neglect the undersides of toilets, urinals, or toilet seats. Clean walls and partitions near toilets and urinals. In some facilities, urinal cakes will need to be replaced. Clean sinks and countertops with a disinfectant cleaner. Clean mirrors with a glass cleaner. Clean metal, fixtures, walls, doors, and partitions as needed. Clean diaper changing stations (if present) with a disinfectant cleaner. Restock toilet tissue, paper towels, and hand soap dispensers. Remove all trash, including the contents of feminine hygiene disposal containers, and change liners. Mop the floor, including corners and edges.

The tops of partitions and other horizontal surfaces should be dusted at least twice a week. Use pumice to remove stains from the bowls of toilets and urinals.

Walls and partitions are to be thoroughly cleaned no less frequently than monthly, and floors should be mopped weekly with the machine scrubbed process performed at least twice a year. High traffic restrooms may require deep cleaning more frequently.

At some facilities, employees may be required to replace the batteries in paper towel dispensers and to restock feminine hygiene product vending machines.

Some restrooms contain waterless urinals. The successful contractor's employees are to receive training on the manufacturer's recommended maintenance procedures at a minimum of once a year. The City will provide cleaning chemicals for waterless urinal maintenance.

Graffiti removal will be required at some facilities. The Contractor is expected to provide the chemicals for graffiti removal. The Contractor is expected to provide typical aerosol or liquid graffiti paint remover

and reasonable effort to remove typical surface graffiti. Sandblasting, pressure washing, painting, grinding replacing damaged components, and replacing protective films, shall be outside of the Scope. Graffiti is a damaging act of vandalism, and the removal of it is by definition may be damaging. Contractor shall not be held liable for damage to surfaces they are asked to clean with graffiti removing chemicals or tools. See Section B - Sustainability Policy and Guidance for details.

B. MONITORING & CLEANING RESTROOMS (DAY PORTERS)

Sweep the floor and mop if needed. Clean and disinfect all obviously soiled toilets, urinals, sinks, countertops, walls, partitions, and fixtures. Restock toilet tissue, paper towel, and hand soap dispensers as needed. Collect trash and change liners.

C. LOCKER ROOM CLEANING

Many locker rooms contain restroom fixtures. See the “Restroom Cleaning” section above.

Clean and disinfect shower stalls using a product that controls mildew. Grout lines must be cleaned. Do not neglect floor drains, metal fixtures, soap dishes or other fixtures.

Vacuum carpeted floors and mats. Move mats in order to clean under them. Sweep and mop (with a disinfectant cleaner) hard surface floors. Some hard surface floors may need to be machine scrubbed regularly. Carpets are to be cleaned two times a year, the City reserves the right to request this service to be increased.

Dust the tops of lockers and other horizontal surfaces. Clean mirrors. Spot clean walls, doors, lockers, other metal and chrome, benches, and chairs as needed. Clean the interiors of unused lockers. Clean and disinfect drinking fountains, including cleaning stainless steel. Collect trash and change liners as needed.

D. GYMNASIUMS, EXERCISE, AND WELLNESS AREAS

Gymnasium floors should be swept with a wide dust mop and mopped as needed. Cleaning should be in compliance with the flooring surface of the gymnasium. The Contractor must consult with the Facility Manager to determine if the gymnasium floor can be machine scrubbed. Vacuum carpeted floors and mats.

Remove debris from bleachers and other seating areas and spot clean with an all surface cleaner. Such surfaces should be cleaned deeply or totally cleaned at least twice a year in compliance with the manufacturers recommendation or upon the request of the City.

Clean, disinfect and wipe down cardiovascular equipment, weight training equipment, and other exercise equipment with a wet cloth. Be sure to clean under all equipment. Wipe down benches.

Clean and disinfect drinking fountains, including cleaning stainless steel. Dust horizontal surfaces. Collect trash. Spot clean walls, doors, and furniture as needed.

E. OFFICE CLEANING

Collect trash, changing liners as needed. Collect recyclables, changing liners as needed. Keep trash separate from recycling (do not mix trash and recycling together). The frequency of trash and recycling collection varies among buildings. Even if collection is not scheduled daily, trash and recycling containers should be emptied if they are overflowing or if they are emitting an unpleasant odor. Clean the interiors and exteriors of waste receptacles when needed. Office staff should indicate whether or not large objects left near wastebaskets should be considered trash. If uncertain, do not remove these items. Transport trash and recycling to collection area or dumpster and place in appropriate collection area or dumpster. Individual buildings will differ in the method of removal of recycling material from the building.

Compost: A few City facilities have begun implementing composting programs. At the Webb building, compostable materials are collected from all restrooms and all break areas. The successful contractor will be shown the expected disposal of such compostable collections.

Currently Denver Parks and Recreation centers do not have a composting program. DPR hopes to implement a composting program during the term of the contract. The contractor will be expected to help make these efforts successful.

Dust horizontal surfaces at least once a week, including the tops of cubicle partitions. Take care not to disturb papers or other items left on desktops. Use an extension duster for high dusting, including dusting window blinds and air vent grills, monthly.

Using an all surface cleaner and a rag, spot clean desktops as needed. Take care not to disturb papers or other items left on desks. Furniture polish may be used on wood desks and conference room tables. Clean and disinfect telephones weekly.

Clean white boards in public meeting rooms if needed, after all office workers have left for the day. Such cleanings need to be in accordance with manufacturer's expectations to maintain the life of the board.

Spot clean office equipment (such as copiers) and furniture as needed. Spot clean walls, doors, interior glass, window sills, light switches, and other fixtures as needed.

Vacuum carpeted floors, moving chairs in order to vacuum under desks. Use a crevice tool to vacuum edges and corners at least once a month. Take care not to vacuum paper clips or large objects that are likely to clog the machine. Sweep and mop hard surface floors.

Where needed dust the miniblinds with the duster at least once a month. Both sides of the blind should be dusted.

F. COURTROOM CLEANING

Cleaning expectations are similar to those for office cleaning (above). There is, however, a greater need not to disturb papers and other items left inside courtrooms. Some items may be trial evidence.

Jury deliberation rooms are usually adjacent to courtrooms. In some rare instances, custodial employees may not be allowed inside jury rooms at any point during deliberations. Usually, employees will be able to enter jury rooms in order to clean restrooms and collect trash. Papers and other items left on the jury deliberation table must not be disturbed in any way.

G. KITCHENS AND BREAK ROOMS

Collect trash and, if applicable, recycling and compost materials. Sweep and mop the floor, being sure to sweep under tables and chairs. Vacuum carpeted floors and/or mats. Clean sinks, countertops, and tabletops. Restock paper towel and soap dispensers as needed. Spot clean appliances, chairs, and walls as needed. Walls near waste receptacles may require frequent cleaning.

At some facilities, employees will be expected to clean the interiors of microwave ovens and the interiors of refrigerators. Refrigerator cleaning is usually scheduled monthly. Signs of this action should be posted before refrigerator cleaning occurs so that City staff may remove or discard food items. Any items left in the refrigerator when the cleaning commences are to be thrown out. The contractor's staff is not

responsible for items that are left in the refrigerator(s).

H. LOBBIES, ENTRANCES, HALLWAYS, AND STAIRWAYS

Vacuum floor mats. Move mats to clean under them. Sweep the edges and corners of hard surfaced floors, being sure to sweep under benches or other furniture. Use an appropriately sized dust mop to sweep the remainder of the floor. Mop or machine scrub the floor, depending on the size of the lobby or hallway area and the availability of equipment. Vacuum carpeted floors. If the mat is so dirty that it needs to be wet cleaned the contractor's employee may wet clean with the floor scrubber or roll up and replace with a clean rental mat, which ever is indicated by the Facility/Agency Manager.

Entrances will require greater attention during inclement weather. Every effort must be made to keep floors dry and wet floor signs should be posted. Tracking of ice melt should be cleaned and kept to a minimum.

Spills to be addressed as soon as possible upon notification. Place wet floor signs.

Entrance glass should be spot cleaned daily. At some facilities, more thorough glass cleaning may be included in the scope.

If there is an information desk or reception counter, horizontal and vertical surfaces should be dusted and cleaned daily. Clean the floor and mats near security stations without interfering with security procedures.

Collect trash from all lobby and hallway waste containers. Clean the interiors and exteriors of waste containers as needed. Spot clean walls, doors, benches and other furniture as needed. Dust and spotclean vending machines and other fixtures as needed. Clean, polish and disinfect drinking fountains daily.

Sweep stairways, including landings, with a broom or wedge mop. Mop the stairs as frequently as usage or weather conditions dictate. Clean hand rails regularly, at least once a week. The City may ask that this cleaning process be increased if there is need due to public health concerns.

I. ELEVATORS

Clean elevator doors and interior surfaces using a cleaning product that is appropriate to the type of surface (stainless steel, wood paneling, etc.) Do not use oil-based cleaning products. Spray the cleaning product onto a rag and then wipe the surface, rather than spraying the cleaner directly onto the surface. Sweep and mop the floor of the elevator cab.

Clean elevator call buttons with approved disinfecting spray recommended by the Centers of Disease Control and Prevention guidelines. Cleaning frequency of call buttons is outlined in the Surface Cleaning Matrix which accompanies each building scope of work.

Clean elevator tracks at least once a month. A vacuum with a crevice attachment will remove most gravel and other debris. A scrub brush or scrubbing pad will remove remaining grime.

J. SERVICE AREAS AND CUSTODIAL CLOSETS

Service areas that are out of public view require less frequent cleaning than do lobbies or office areas. Service hallways and passageways must be kept free of clutter and debris that would obstruct foot traffic.

At some facilities, the scope of work may include loading docks, utility rooms, or shop areas.

At most facilities, trash and recycling will be transported to a dumpster, compactor, or other collection area. These areas must be kept clean to deter pests and minimize odors.

Custodial closets and storage areas reflect the cleaning standards of the employees who use them. It is expected that custodial closets will be clean and orderly at all times. Contractor employees may store personal belongings in custodial closets while on duty but are not to use them for permanent storage of personal property.

K. BUILDING EXTERIORS AND GROUNDS (DAY PORTERS)

Collect trash from outside waste containers and ashtrays. Sweep sidewalks, plazas, and (City owned) parking lots to remove cigarette butts and other debris. It may be necessary to remove debris from lawns or other unpaved areas. Parking garages may be included in the scope of work at some facilities.

Clean tables and chairs located in outdoor seating areas, if any.

This Scope of Work does not include the maintenance of:

- plants,
- landscaping,
- snow removal,
- exterior window cleaning other than easily accessible entrance glass

L. FLOOR POLISHING, STRIPPING, AND WAXING

These services may be included in the scope of work at some facilities. If included in the scope of the work, the contractor will add no additional charges to its monthly invoices. If these services are not included in the scope of work, the contractor may invoice them as temporary services.

The following expectations would apply to all flooring including most tile and terrazzo floors. It is expected that prior to the start of the job the Contractor has received direction from the Facility Manager.

At the identification of the Facility Manager the Contractor is to polish floors using a high-speed burnishing machine. The preferred method, when time allows, is to make a first pass using a natural hair floor pad. Then use a pink floor pad for a second pass, and a white pad for a third pass. Burnish with a white pad only when time is limited. A spray buff product may be used.

Before stripping a floor, move furniture in order to clear as much floor space as possible and then sweep the floor. Remove all old wax from corners and edges using a "doodlebug" tool or, if necessary, a razor tool. Wet the remainder of the floor with properly diluted stripper solution and let sit for a few minutes. Remove wax using a low speed buffing machine and a black floor pad. Make as many passes as needed to remove all old wax. To avoid white residue, do not allow the stripper solution to dry. Ideally, one employee will run the buffer and another employee will follow closely behind, using a wet vacuum to remove liquid solution from areas already stripped. In confined areas, it may be necessary to mop up the solution rather than use a wet vacuum.

Any stripper solution splatter must be promptly removed from walls, baseboards, and furniture. If the floor is adjacent to carpeted floor, use plastic to protect the carpet prior to stripping the floor.

Rinse the floor with clear water after all old finish has been removed. After the floor dries, it will be ready for a first coat of finish. (Products that combine sealer and finish are increasingly common. If the finish does not contain sealer, it may be necessary to apply a coat of sealer before applying any finish.) Use a

mop head that is specifically designed for applying finish. Only the first coat of finish should be laid down to abut baseboards, corners, or walls. Allow the first coat of finish to completely dry before applying a second coat. Lay down the second and third coats of finish so that dry patches that were missed when applying earlier coats are completely filled in. Three coats are usually sufficient. When work is completed, the floor should have a smooth, uniform appearance without streaks.

M. CARPET AND UPHOLSTERY CLEANING

Vacuum the carpet before shampooing. Move or protect furniture and other objects on the floor before shampooing. Pre-spray stained areas with a carpet spotting product and let set for a few minutes. Dab the stained area with a rag in order to remove as much of the stain as possible.

No bonnet cleaning of carpets is allowed at Denver Wastewater Management facilities. At other facilities, carpets that are not badly stained may be bonnet cleaned with a low speed buffer. Any resulting splatter must be promptly removed from walls, baseboards, and furniture.

The water extraction method of carpet cleaning is generally preferred. When possible, use machinery that both applies cleaning solution and vacuums up the dirty solution. After solution has been applied, make several passes with the vacuum in order to dry the carpet.

The water extraction method should also be used to clean chairs and other upholstery.

If City employees are performing City Business in the area affected the Contractor is to be cognizant of any issues that might affect the City employee's performance.

A.21 Quality Control/Inspections

The Contractor's managerial and supervisory personnel are expected to continuously monitor the work performed by employees and to continuously inspect the areas that they clean.

Every two months, the City's Operations Supervisor and the Contractor's designated contact person will jointly inspect a randomly selected facility.

The Operations Supervisor is required to personally inspect each facility twice a year and to submit a detailed report to the Contract Administration Supervisor and the Contract Compliance Technician following each inspection. Individual Facility Managers may inspect their facilities at any time.

Inspections should result in a numerical score, generally based on standards such as:

- **5. Exceptional** (Very few, if any, imperfections are found. Tile floors shine, undersides of toilets and urinals are clean, carpet edges and corners are vacuumed, entrance glass is spotless)
- **4. Very Good** (Relatively minor imperfections are found. Toilets are clean, but partitions are slightly soiled, carpet is vacuumed except for edges and corners, slight dust accumulation)
- **3. Satisfactory** (Area is generally presentable, but imperfections are not hard to find. Toilets are reasonably clean, but restroom walls and partitions are soiled, some stains on office walls and countertops, floors under furniture are not swept or vacuumed)
- **2. Marginal** (Cleaning tasks are minimally performed but there are obvious imperfections. Waste receptacles are emptied but soiled liners are not replaced, hard to reach surfaces are ignored, there is noticeable dust accumulation)
- **1. Unsatisfactory** (Obvious neglect. Waste receptacles are overflowing, thick dust

accumulation, badly soiled surfaces, all or most restroom dispensers are empty)

Prior to commencement of service, the Operations Supervisor and the Contractor's designated contact person will work together to develop more detailed rating criteria. The Operations Supervisor and the Contractor's contact person will also develop rating criteria for each facility. Functional areas such as restrooms, lobbies or offices may be rated separately. If employees are assigned to separate floors of a building, each floor may be rated separately. When a facility is divided into more than one rating area, an average score will be calculated for that facility.

The City will provide the Contractor with written notification of the inspection results. Should inspections result in a score of 2.75 or lower at any facility, follow-up inspections may occur until problems are resolved to the City's satisfaction. If problems are not resolved after 30 (thirty) days, the City reserves the right to replace the Contractor performing service at the facility with another Contractor that responded to the initial solicitation.

Prior to any term extension or rebid of the contract, a survey will be distributed to all Facility Managers in order to measure their satisfaction with the services that the Contractor is providing.

A.22 After Hours/Emergency Services

Prior to contract implementation, Contractor shall identify a single point of contact and provide contact information for after hours or emergency cleaning services. The City expects a response within a two-hour window after business hours (business hours are Monday – Friday, 8:00 a.m. to 5:00 p.m.). Emergency services do not require prior approval but will be invoiced as one-time services.

A.23 Training

It is expected that employee training includes:

- Cleaning methods
- Safe work habits (including placement of wet floor signs)
- Proper use and storage of cleaning chemicals
- Safe handling and disposal of blood-borne pathogens and biowaste such as feces, urine, and vomit

The Contractor will be required to document ongoing employee training and, upon request by the City, submit the documentation to the Operations Supervisor within 10 business days.

A.24 Non-Displacement of Qualified Workers

The Contractor will be required to comply with the Mayor's Executive Order No. 136, Non-displacement of Qualified Workers under City Services Contracts, further explained in Section 2.04 of the contract.

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/136-non-displacement-qualified-workers.pdf>

A.25 Safety

The Contractor shall put in place written safety measures to reduce or eliminate the risk of injuries in the performance of work. Contractor shall provide a copy of these written safety measures for review and approval to the Executive Director no later than contract execution. Should any accidents occur resulting in injury to a person or damage to property, the Contractor is to notify the Operations Supervisor and the appropriate Facility Manager immediately and will cooperate fully in any required investigation. Contractor shall provide a report documenting the injury or incident within one business day of the injury or incident.

A.26 OSHA

A.26.a PROTECTION OF PROPERTY:

The contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

A.26.b. METHODS OF OPERATION:

Construction work started by the contractor on any unit of his/her contract must be continuously and actively prosecuted with an optimum complement of workmen and equipment to expedite completion in the shortest possible time. The contractor shall not organize to do the construction work without the approval of the City designated Project Manager.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

A.26.c. OSHA GUIDELINES:

The contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act.

For all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

All ladders, scaffolding or other devices used to reach the surface of objects not otherwise accessible, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

A.27 BACKGROUND CHECKS:

Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the

purposes of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions and incarcerations);
- Criminal Records from other State if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Background checks must be conducted by Contractor upon contract award for all employees that will work under the contract. Contractor will also be required to run background checks on all new hires during the contract term. On the 2nd anniversary date of the contract, Contractor will also be required to run background checks on all employees that work under the contract.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- All Denver Police Districts
- Police Administration Building
- Denver Police Crime Lab
- All Denver Human Services locations
- District Attorney's Offices within the Wellington Webb building, Minoru Yasui building and the Lindsay Flanigan Courthouse
- Other facilities as may be required

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

ADDITIONAL REQUIREMENTS

A.28 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the contractor to any other governmental jurisdiction purchasing the same products.

The contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

A.29 DELIVERY CONSIDERATIONS:

Product/Service Deliveries/performances, if applicable must be scheduled through the designated City Project Manager.

A.30 PALLET CHARGE:

All pallets supplied for supplies, if applicable shall be non-returnable, no deposit.

A.31 SUSTAINABILITY POLICY AND GUIDANCE:

The City & County of Denver, through its ISO 14001 certified Environmental Management System, the Office of Climate Action, Sustainability, and Resilience, and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

When specifically required in the evaluation criteria, the City expects all responsive proposers to demonstrate in their bid commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. During its evaluation the City will actively assess the quality and value of all proposals in this regard.

Contractors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

Leadership in Energy and Environmental Design for Existing Buildings (LEED EB)

The Office of Sustainability requires City agencies to fully implement all appropriate LEED-EB principals to minimize negative economic, environmental, and public health impacts of facility operations and maintenance. Thus, services procured through this proposal must meet any directly applicable LEED-EB standards, and otherwise help the City realize the goals of the Office of Sustainability and Executive Order 123.

A.31.a. Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as those that minimize negative impacts on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

Applicable EPP considerations may factor in the evaluation process of this Proposal. Contractors are encouraged to describe any EPP attributes of the goods or services they offer to the City. Contractors are encouraged to review the list of products and services below that meet the City's EPP requirements and highlight to the City where their firm excels in EPP compliance, and where they are working to improve.

Products and services with the following attributes meet basic EPP defined in the City's Environmental Management System and are favored for procurement:

- Green Seal approved products and services
- EPA's "Safer Choice" labeled products
- Energy Star certified equipment
- Cradle to Cradle (C2C) certified products
- EPEAT Registry for Greener Electronics
- Conformance to Green Seal GS-11 (paints and coatings) GS-36 (commercial adhesives) and GS-37 (cleaning products) standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168 (adhesive and sealant applications), or BAAQMD Regulation 8, Rule 51 (adhesive and sealant products)
- Conformance with Carpet and Rug Institute/Green Label Plus Programs (indoor air quality)
- Products dispensed through automatic metering and mixing equipment (after other supply is exhausted)
- Products with recycled material and post-consumer waste content, including 30% recycled-content paper
- Durable and / or reusable products and applicators
- Products supplied in volumes that can be used in a reasonable amount of time, within the products expiration date
- Neutral pH products (pH>2.0 and <12.5)
- Non-flammable products (flashpoint >140F)
- Fragrance-free and dye-free products
- Products that can be recycled (with preferable local recycling options available)
- Other characteristics that minimize:
 - Waste
 - Energy and resources use
 - Release of toxic compounds
 - Exposure of workers and the public to pollutants

The following products and services are prohibited from procurement under this proposal:

- All products containing chlorinated or halogenated hydrocarbons i.e. chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoro alkyl substances, or PFAS
 - Excluding specific fire-fighting products approved by the Denver Department of Public

Health & Environment (DDPHE)

- Products that will be a regulated hazardous waste (per State Hazardous Waste Regulations) upon disposal when there is a viable alternative
- Products containing Asbestos
- Products containing category 1 carcinogens, known mutagens and/or known teratogens (products containing Crystalline Silica are allowed*)
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers and peroxide forming chemicals
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Public Health and Environment (DDPHE) to present an undue of risk to human health or the environment in their use or disposal.
 - Consult with DDPHE for review of these as appropriate

Upon request, the contractor must submit documentation proving that all procured products and services meet these requirements or provide a rationale when substitution is not available (such as in a laboratory).

A.31.a. Table 1: Prohibited Chemicals and Compounds
(excluding laboratory uses and alloys)

	Chemical Name	CAS Number
1	Arsenic, Arsenic containing compounds	7440-38-2, various
2	Barium, compounds of	various
3	Cadmium, compounds of	various
4	Carbon tetrachloride	56-23-5
5	Chlorobenzene	108-90-7
6	Chloroform	67-66-3
7	Chromium, compounds of	various
8	1,2-Dichlorobenzene	95-50-1
9	1,4-Dichlorobenzene	106-46-7
10	1,2-Dichloroethane	107-06-2
11	1,1-Dichloroethylene	75-35-4
12	Hexachlorobenzene	118-74-11
13	Hexachlorobutadiene	87-68
14	Hexachloroethane	67-72-1
15	Hydrofluoric Acid	7664-39-3
16	Lead, compounds of	various
17	Mercury, elemental	7439-97-6
18	Mercury, compounds of	various
19	Methylene chloride	75-09-2
20	Nitrobenzene	98-95-3
21	Pentachlorophenol	87-86-5
22	Selenium, compounds of	various
23	Silver, compounds of	various
24	Tetrachloroethylene	127-18-4
25	1,1,1-Trichloroethane	71-55-6
26	1,1,2-Trichloroethane	79-00-5

27	Trichloroethylene	79-01-6
28	2,4,5-Trichlorophenol	95-95-4
29	2,4,6-Trichlorophenol	88-06-2
30	Vinyl chloride	75-01-4

Many of the chemical names in the above table have synonyms or other common names. These will share the same CAS number which should be the default screening mechanism to ensure prohibited chemicals are not purchased. The City can assist bidders with review of products to identify prohibited chemicals upon request

* Crystalline silica it does not present a reasonable potential for a negative environmental impact. CS respirable dust is a recognized worker health hazard that must be controlled in the workplace.

A.32 HIGH TOUCH AREA CLEANING

The United States Department of Health and Human Services Centers for Disease Control and Prevention identified a virus outbreak know as Coronavirus Disease 2019 (COVID-19). With the outbreak of COVID-19, the Centers of Disease Control and Prevention provided information about cleaning and disinfecting public spaces and workplaces. In this solicitation, the City and County of Denver has developed a matrix for disinfecting High Touch Areas (HTS) throughout all City facilities. High Touch Areas include door handles and push bars, reception and customer service counters, elevator buttons, handrails, restroom fixtures, and shared office equipment such as copiers and printers.

Exhibit A contains two specific HTA matrices, one for Parks and Recreation facilities and another for all other City and County of Denver facilities. The Parks and Recreation HTA matrix includes shared exercise, recreational, and hobby equipment in addition to the surfaces listed above.

HTA disinfecting service will be provided for each of the seven groups included in this solicitation, as specified in the appropriate matrix. It will be considered part of the normal scope of work at each facility. During hours when a building is occupied, HTA disinfecting will be the primary focus. Even when a building is not open to the public, a minimum of 15 minutes per hour will be devoted to HTA disinfecting.

HTA services and supplies shall be billed at regular rates. HTA services are to be invoiced separately from regular services. It will be necessary to track employee time spent on HTA cleaning separately. Invoices for these services will be sent monthly.

Because the City is seeking federal reimbursement for COVID related expenses, invoices for HTA cleaning must include the following information for each facility.

- Facility location
- Start and end dates
- Cost broken out by position (as applicable)
- Total cost per pay period
- Detailed timesheets with the below information
 - Location
 - Employee name
 - Date of each shift within the invoice/time period

- Hours worked each shift within the invoice/time period
- Timecards signed by each employee (wet or electronic signatures)
- This information should match the total hours on the invoice

The duration of the COVID-19 pandemic is unknown. HTA disinfecting services may or may not be required throughout the contract term. The City will notify the contractor if HTA disinfecting services are no longer required.

ATTACHMENT A



**CONTRACTS
OFFICE**
DENVER GENERAL SERVICES

FACILITY/SERVICE ADDITION OR CHANGE REQUEST

Facility Addition Facility Reduction Suspension Temporary Permanent
Service Addition Service Reduction

Date of Request:

Vendor Name:

CCD Contract #:

Workday Contract #:

Name and Address of Facility:
(One request per facility)

Requesting Agency:

Facility Manager:

Type of Service Requested:
(refer to scope of work to determine available services)

Justification for request of services:

Billing Frequency:

Monthly Bi-Weekly Weekly
 Annually Per Job

Quoted Price for Service:

Fund-Cost Center- Spend Category:

Required Signatures

Requester:

Contract Compliance:

Division Director:

GS Executive Director:

Agency Approver (if not General Services)

Attach Workday Budget Actuals Report & Other Supporting Documentation as Necessary

This form may also be used for service decreases or to end service at a facility.
If so, please indicate under Type of Service Requested.

ATTACHMENT B GENERAL SERVICES ON-CALL CONTRACT WORK ORDER FORM



Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Work Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category/PRJ/Program:

Send Invoices To (email):

Emergency Auth. Code:
*As applicable

It is hereby mutually agreed that when this **WORK ORDER** has been signed by the contracting parties, the following described scope of work shall be executed by the **CONTRACTOR** in accordance with all contract documents and as herein stipulated and agreed.

The sum, as indicated in the attached scope of work, constitutes full and complete consideration, payment and satisfaction to the Contractor for this Work Order and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all work/tasks required to complete the scope of work described and any changes in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Lump Sum of (\$XX.XX):

Work Order Completion Date*:

*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **WORK ORDER**.

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.

EXHIBIT B - PRICING & SOW BY LOCATION

GROUP #4

Instructions
 Custodian I and Custodian II rates will remain fixed until the first anniversary of the solicitation date. Annual Prevailing Wage adjustments will occur on solicitation anniversary dates.
 Custodian I and Custodian II rates must include fringe benefits. Provide rates for first shift employees, with the understanding that second and third shift employees will be paid shift differential.
 The Hourly Management Fee will remain fixed during the initial contract term.

A Facility	B Custodian I Monthly Hours	C Custodian I Hourly Rate	D Custodian I Total B x C	E Custodian II Monthly Hours	F Custodian II Hourly Rate	G Custodian II Total E x F	H Labor Total D +G	I Hourly Management Fee	J Total Hours B + E	K Management Fee Total I x J	L Monthly Total H + K
<i>Example</i>	53.5	\$ 26.74	\$ 1,430.59	4.25	\$ 27.34	\$ 116.20	\$ 1,546.79	\$ 13.00	57.75	\$ 750.75	\$ 2,297.54
Lindsey-Flanigan Courthouse	1170	\$ 23.28	\$ 27,237.60	390	\$ 23.69	\$ 9,239.10	\$ 36,476.70	\$ 12.08	1560	\$ 18,844.80	\$ 55,321.50
Police Crime Lab	470		\$ 10,941.60	50		\$ 1,184.50	\$ 12,126.10		520	\$ 6,281.60	\$ 18,407.70
Rose Andom Center	200		\$ 4,656.00	16		\$ 379.04	\$ 5,035.04		216	\$ 2,609.28	\$ 7,644.32
Van Cise-Simonet Detention	183		\$ 4,260.24	60		\$ 1,421.40	\$ 5,681.64		243	\$ 2,935.44	\$ 8,617.08
Total	2023			\$ 47,095.44		516			\$ 12,224.04	\$ 59,319.48	

Payment and Performance Bond cost for \$100,000 bond. Covers Group 4 only. (one-time expense):	\$ 1,500.00
--	-------------

Lindsey Flanigan Courthouse Daily M-F	520 W Colfax Avenue Approximately 320,000 sq ft
Restroom cleaning	Daily
Clean elevators	Daily
Trash collection	Daily
Floor sweeping and mopping	Daily
Floor polishing	Daily
Clean break areas	Daily
Spot clean glass	Daily
Exterior trash and sweeping	Daily
Clean stairwells	Daily
Clean drinking fountains	Daily
Vacuuming	Daily
Clean desktops and countertops	Daily
Spot clean walls and doors	Daily
Clean door handles	Daily
Clean light switches	Daily
Sweep garage	2 times a week
Collect recycling	2 times a week
Edge vacuuming	Weekly
Clean furniture	Weekly
Clean and disinfect phones	Weekly
Clean microwaves	Weekly
High dusting	Monthly
Clean refrigerators	Monthly
Floor stripping and waxing	Quarterly
Clean air supply grills	Quarterly
Polish wood furniture	Quarterly
Shampoo Jury Assembly Room	Quarterly
Shampoo all other carpets	2 times a year
Clean light fixtures	2 times a year
Note: Contractor is responsible for the purchase of all cleaning supplies, City will purchase all consumables.	

Police Crime Lab Daily M-F	1371 Cherokee St. Approximately 75,000 sq ft
Restroom cleaning	Daily
Clean elevators	Daily
Trash collection	Daily
Glass cleaning	Daily
Exterior trash and sweeping	Daily
Clean break rooms	Daily
Clean drinking fountains	Daily
Floor sweeping and mopping	Daily
Vacuuming	Daily
Collect recycling	Daily
Low dusting	Daily
Clean dock/service areas	Daily

Clean stairwells	Weekly
High dusting	Weekly
Clean window sills	Weekly
Clean refrigerators	Monthly
Shampoo carpets	Monthly
Clean light fixtures	Monthly
Clean air supply grills	Monthly
Floor polishing	Monthly
Floor stripping and waxing	Annually
Note: City will purchase all consumables. City purchases all supplies except for speciality/specialized chemicals.	

Rose Andom Center Daily M-F	1330 Fox Street Approximately 50,000 sq ft
Restroom cleaning	Daily
Clean elevator	Daily
Trash collection in public areas	Daily
Spot clean glass	Daily
Exterior sweeping and trash	Daily
Clean break rooms	Daily
Clean drinking fountains	Daily
Vacuuming (public areas)	Daily
Day porter service	Daily
Trash collection in offices	3 times a week
Vacuuming (offices)	2 times a week
Collect recycling	2 times a week
Low dusting	Weekly
Clean stairwells	Weekly
Edge vacuuming	Weekly
Shampoo high traffic carpet	2 times a month
Floor polishing	Monthly
High dusting	Monthly
Shampoo all carpets	Annually
Clean light fixtures	Annually
Clean vent grills	Annually
Floor stripping and waxing	Annually
Spot clean carpet	As needed
Note: Contractor is responsible for the purchase of all cleaning supplies, City will purchase all consumables.	

Van Cise-Simonet Detention 7 days a week Except for DUI holding cells, does not include incarceration cells	490 W. Colfax Avenue Approximately 400,000 sq ft
Restroom cleaning	Daily
Clean elevators	Daily
Trash collection	Daily
Floor sweeping and mopping	Daily
Floor polishing	Daily
Clean break areas	Daily
Spot clean glass	Daily
Exterior trash and sweeping	Daily
Clean stairwells	Daily
Clean drinking fountains	Daily
Vacuuming	Daily
Desktop and countertop cleaning	Daily
Spot clean walls and doors	Daily
Clean door handles	Daily
Clean light switches	Daily
Clean DUI holding cells	Daily
Collect recycling	2 times a week
Sweep garage	Weekly
Edge vacuuming	Weekly
Clean furniture	Weekly
Clean and disinfect phones	Weekly
Clean microwaves	Weekly
High dusting	Monthly
Clean refrigerators	Monthly
Dust vent grills	Monthly
Floor stripping and waxing	Quarterly
Polish wood furniture	Quarterly

Shampoo carpets	2 times a year
Clean light fixtures	2 times a year
Note: City will purchase all consumables. City purchases all supplies except for speciality/specialized chemicals.	

High Touch Areas SOW – Groups 1 through 5						
#	Surface to be Cleaned	Category	Cleaning Frequency	How is it Cleaned	Product Used	Comments
1	Door Handles, ADA door opener buttons & Hand Railings near entrances (Frequently used by public or staff)	Common Areas	Daily	By Hand	Preferred: Diversey OXIVIR 5 2nd Choice: Alpha HP 3rd Choice: Spartan Halt ANY DEVIATION FROM THIS LIST WILL NEED PRE-APPROVAL FROM THE FM CONTRACT MANAGER.	
2	Doors (Frames, push plates, or surfaces commonly touched)	Common Areas	Daily	By Hand		
3	Light Switches (That are used daily)	Common Areas	Daily	By Hand		
4	Staircase railings	Common Areas	Daily	By Hand		
5	Counters (Reception, check in. Not multi-purpose rooms)	Common Areas	Daily	By Hand		
6	Chairs, Benches, Seating in public areas (non-porous surfaces).	Common Areas	Daily	By Hand		
7	Public-Use computer desks, keyboards, mouse, touch-screens	Common Areas	Daily	By Hand		Apply by spraying towel with disinfectant, not the directly on item being disinfected.
8	Drinking Fountains/ Bottle Fillers	Common Areas	Daily	By Hand		
9	Vending Machines	Common Areas	Daily	By Hand		
10	Elevator Call Buttons	Elevator	Daily	By Hand		
11	Elevator interior	Elevator	Daily	By Hand		
12	Bathrooms (all surfaces commonly touched)	Locker Rooms & Bathrooms	Daily	Electrostatic Sprayer & By Hand		

13	Locker Handles	Locker Rooms & Bathrooms	Daily	By hand		
14	Folding tables and multi-purpose & meeting room counters	Multi-Purpose & Meeting Rooms	Daily	By Hand		
15	Folding chairs	Multi-Purpose & Meeting Rooms	Daily	By Hand		
16	Copy machines & Printers	Staff Spaces	Daily	By Hand		Apply by spraying towel with disinfectant, not the directly on item being disinfected.
17	Breakroom Refrigerators handles	Staff Spaces	Daily	By Hand		Handles and areas touched.
18	Breakroom Countertops, Sinks and Appliances (Microwaves, Coffee Pots)	Staff Spaces	Daily	By Hand		
19	Front Desk Office Equipment (keyboards, scanners, alarm keypads, safe keypad and handle, binders, clipboards, etc.)	Staff Spaces	As-requested/ Daily	By Hand		
20	Decontamination/ Possible Infected area decontamination	As Specified in Work Order	As Requested	Electro-static Sprayer & By Hand	Preferred: Diversey OXIVIR 5 2nd Choice: Alpha HP 3rd Choice: Spartan Halt ANY DEVIATION FROM THIS LIST WILL NEED PRE-APPROVAL FROM THE FM CONTRACT MANAGER.	Using an electrostatic sprayer, apply disinfectant to all areas and surfaces in the specified, potentially contaminated work spaces, including walls, desks, chairs and furniture. Hand wipe telephone handset. Full Decontamination PPE use required.

This list is intended to give guidance to staff on the techniques and frequency for HTA Disinfecting. Staff should observe the specific building in use to determine how the building is used, and to disinfect the surfaces that are commonly touched, even if not on the list. Every building has unique needs, and a cleaning technician should adapt to those needs. Likewise, elements of the building that are infrequently used due to being locked off from the public, or in sparsely occupied areas, should be of lesser priority than commonly used items."

NOTE: These services may be on a limited basis and not for the duration of the contract.

GROUP #7

Instructions
 Custodian I and Custodian II rates will remain fixed until the first anniversary of the solicitation date. Annual Prevailing Wage adjustments will occur on solicitation anniversary dates.
 Custodian I and Custodian II rates must include fringe benefits. Provide rates for first shift employees, with the understanding that second and third shift employees will be paid shift differential.
 The Hourly Management Fee will remain fixed during the initial contract term.

A Facility	B Custodian I Monthly Hours	C Custodian I Hourly Rate	D Custodian I Total B x C	E Custodian II Monthly Hours	F Custodian II Hourly Rate	G Custodian II Total E x F	H Labor Total D +G	I Hourly Management Fee	J Total Hours B + E	K Management Fee Total I x J	L Monthly Total H + K			
<i>Example</i>	53.5	\$ 26.74	\$ 1,430.59	4.25	\$ 27.34	\$ 116.20	\$ 1,546.79	\$ 13.00	57.75	\$ 750.75	\$ 2,297.54			
Central Park Pavilion	38	\$ 23.28	\$ 884.64	0	\$ 23.69	\$ -	\$ 884.64	\$ 12.08	38	\$ 459.04	\$ 1,343.68			
City Park Pavilion	50		\$ 1,164.00	0		\$ -	\$ 1,164.00		50	\$ 604.00	\$ 1,768.00			
Chief Hosa Lodge	20		\$ 465.60	0.25		\$ 5.92	\$ 471.52		20.25	\$ 244.62	\$ 716.14			
Buffalo Bill Museum	47		\$ 1,094.16	0		\$ -	\$ 1,094.16		47	\$ 567.76	\$ 1,661.92			
Fleming Mansion	12		\$ 279.36	0		\$ -	\$ 279.36		12	\$ 144.96	\$ 424.32			
Molkey Hall	10		\$ 232.80	0.25		\$ 5.92	\$ 238.72		10.25	\$ 123.82	\$ 362.54			
Mountain Parks Headquarters	7		\$ 162.96	0		\$ -	\$ 162.96		7	\$ 84.56	\$ 247.52			
Parks Greenhouse	8		\$ 186.24	0		\$ -	\$ 186.24		8	\$ 96.64	\$ 282.88			
Parks Headquarters - Huron	21		\$ 488.88	0		\$ -	\$ 488.88		21	\$ 253.68	\$ 742.56			
Washington Park Boathouse	17		\$ 395.76	0		\$ -	\$ 395.76		17	\$ 205.36	\$ 601.12			
Washington Park Maintenance	5		\$ 116.40	0		\$ -	\$ 116.40		5	\$ 60.40	\$ 176.80			
Total	235			\$ 5,470.80		0.5			\$ 11.85	\$ 5,482.65		235.5	\$ 2,844.84	\$ 8,327.49

Payment and Performance Bond cost for \$100,000 bond. Covers Group 7 only. (one-time expense):	\$ 1,500.00
--	-------------

Central Park Pavilion	8801 E. Martin Luther King Blvd
2 x a week: April - October (F, Saturday)	Approximately 3,500 sq ft
2 x a month: November - March	
Restroom cleaning	Each visit
Clean countertops	Each visit
Vacuuming mats	Each visit
Floor sweeping and mopping	Each visit
Low dusting	Each visit
Clean walls and doors	Each visit
Spot clean glass	Each visit
Clean kitchen appliances	Each visit
High dusting	Monthly
Clean refrigerator interior	Monthly

Central Park Pavilion	8801 E. Martin Luther King Blvd
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT (SCHEDULE WILL BE PROVIDED FOR EACH MONTH).	
CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*garage door handles	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Spot clean glass	Each visit
Low dusting	Each visit
Spot clean walls	Each visit
Refrigerator interior	Monthly
High dusting	Monthly

City Park Pavilion	1700 York Street
3 x a week April - October (W,F,SA)	
Monthly November-March	10,380 sq ft
Restroom cleaning	Each visit
Clean countertops	Each visit
Vacuuming carpet areas & mats	Each visit
Floor sweeping and mopping	Each visit
Clean walls and doors	Each visit
Clean kitchen appliances	Each visit
High dusting	Monthly
Clean refrigerator	Monthly

Central Park Pavilion	1700 York St.
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT (SCHEDULE WILL BE PROVIDED FOR EACH MONTH). CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Vacuuming carpet & mat areas	Each visit
Spot clean walls	Each visit
Clean refrigerator interior	Monthly
High dusting	Monthly

Chief Hosa Lodge	27661 Genesee Lane
4 x week: Apr-Oct (Sun, W, F, SA)	Approximately 4,500 sq ft
Weekly Oct - Mar (Th)	
Restroom cleaning	Each visit
Clean countertops	Each visit
Vacuuming carpet areas & mats	Each visit
Floor sweeping and mopping	Each visit
Low dusting	Each visit
Clean walls and doors	Each visit
Spot clean glass	Each visit
Clean kitchen appliances	Each visit
High dusting	Bi-weekly
Clean refrigerator interior	Monthly
Shampoo carpet	Annually

Chief Hosa Lodge	27661 Genesee Lane
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT (SCHEDULE WILL BE PROVIDED FOR EACH MONTH). CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Spot clean glass	Each visit
Low dusting	Each visit
Vacuuming carpet & mat areas	Each visit
Spot clean walls	Monthly
Clean refrigerator interior	Monthly
High dusting	Bi-weekly

Buffalo Bill Museum	987 1/2 Lookout Mountain Road
3 days a week	Approximately 9,000 sq ft
Restroom cleaning	Daily
Parking lot sweeping and trash	Daily
Collect recycling	Weekly
<i>Lobby and public areas</i>	
Sweep (dust mop) and wet mop	Daily
Vacuuming	Daily
Spot clean glass	Daily
Clean drinking fountains	Daily
Trash collection	Daily
Low dusting	Daily
Clean counters and appliances	Daily
Clean tables and chairs	Daily
High dusting	Weekly
Clean walls and doors	As needed
<i>Office</i>	
Floor sweeping and mopping	Daily
Vacuuming	Daily
Trash collection	Daily

Clean walls and doors	As needed
Dusting	As needed

Fleming Mansion	1510 S. Grant Street
Weekly: Thursdays	Approximately 4,000 sq ft
Restroom cleaning	Each visit
Countertop cleaning	Each visit
Vacuuming carpet areas & mats	Each visit
Floor sweeping and mopping	Each visit
Low dusting	Each visit
Clean walls and doors	Each visit
Spot clean glass	Each visit
Clean kitchen appliances	Each visit
Clean stairs and handrails	Each visit
High dusting	Monthly
Clean refrigerator interior	Monthly
UPSTAIRS: Sweep & mop floors	Each visit
UPSTAIRS: Restroom cleaning	Each visit
UPSTAIRS: Trash	Each visit

Fleming Mansion	1510 S. Grant Street
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT MAIN FLOOR (SCHEDULE WILL BE PROVIDED FOR EACH MONTH). CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Spot clean glass	Each visit
Low dusting	Each visit
Clean stairwells and handrails	Each visit
Vacuuming carpet & mat areas	Each visit
Spot clean walls	Each visit
Clean refrigerator interior	Monthly
High dusting	Monthly
UPSTAIRS: Sweep & mop floors	Every other Thursday
UPSTAIRS: Restroom cleaning	Every other Thursday
UPSTAIRS: Trash	Every other Thursday

Molkey Hall	6820 E. 12th Avenue
Weekly: Wednesdays	Approximately 4,000 sq ft
Restroom cleaning	Each visit
Countertop cleaning	Each visit
Vacuuming carpet areas & mats	Each visit
Floor sweeping and mopping	Each visit
Low dusting	Each visit
Clean walls and doors	Each visit
Spot clean glass	Each visit
Clean kitchen appliances	Each visit
Clean stairs and handrails	Each visit
High dusting	Monthly
Clean refrigerator interior	Monthly
Shampoo carpet	Annually

Molkey Hall	6820 E. 12th Avenue
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT (SCHEDULE WILL BE PROVIDED FOR EACH MONTH). CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Spot clean glass	Each visit
Low dusting	Each visit

Clean stairs and handrails	Each visit
Vacuuming carpet & mat areas	Each visit
Spot clean walls	Each visit
Clean refrigerator interior	Monthly
High dusting	Monthly

Mountain Parks Headquarters 1 time a month	300 Union Avenue Morrison Approximately 1,3000 sq ft
Restroom cleaning	Monthly
Floor sweeping and mopping	Monthly
Trash collection	Monthly
Dusting	Monthly
Clean telephones	Monthly
Clean kitchen counters and appliances	Monthly

Mountain Parks Headquarters (New Office Building) 2 times a month	300 Union Avenue Morrison Approximately 2,4000 sq ft
Restroom cleaning	1 time a month *
Floor sweeping and mopping	1 time a month *
Trash collection	1 time a month *
Dusting	1 time a month *
Clean telephones	1 time a month *
Clean kitchen counters and appliances	1 time a month *
*Starting with service 1 time a month at this location.	

Mountain Parks Headquarters (Ranger Office Building) 1 times a month	300 Union Avenue Morrison Approximately 1,3000 sq ft
Restroom cleaning	1 time a month
Floor sweeping and mopping	1 time a month
Trash collection	1 time a month
Dusting	1 time a month
Clean telephones	1 time a month
Clean kitchen counters and appliances	1 time a month

Parks Greenhouse 2 days a week	2500 E 23rd Avenue Approximately 61,005 sq ft
Restroom cleaning	2 times a week
Vacuuming	2 times a week
Floor sweeping and mopping	2 times a week
Trash collection	2 times a week
Dusting	2 times a week
Clean restroom walls and doors	Weekly
Collect recycling	Weekly
*Service will not begin at this location until the DPR Greenhouse Manager notifies KG Clean, Inc. & General Services Contracts in writing.	

Parks Headquarters-Huron 2 days a week	945 S. Huron Street Approximately 10,000 sq ft
<i>Main Shop Office Building</i>	
Restroom cleaning	2 times a week
Clean restroom walls and doors	Weekly
Vacuuming	Weekly
Floor sweeping and mopping	Weekly
Trash collection	Weekly
Dusting	Weekly
<i>Mower Shop bathroom and break room</i>	
Restroom cleaning	2 times a week
Trash collection	Weekly
Vacuuming	Weekly
Main Shop Building	
<i>Forestry offices 2 at south end of building</i>	
Trash collection	Weekly
Vacuuming	Weekly
<i>Upstairs training area south end of building</i>	
Vacuuming	Weekly
Dusting	Weekly
Trash collection	Weekly
<i>Main shop hallway NE side of building</i>	
Sweep and mop floor	Weekly
Clean walls	1/x Monthly
Clean drinking fountain	Weekly
Restroom cleaning (2)	2 times a week

Washington Park Boathouse	701 S. Franklin Street
----------------------------------	-------------------------------

2 x week: Apr - Oct (TH, SAT)	Approximately 5,973 sq ft
Monthly: November - March	
Restroom cleaning	Each visit
Vacuuming carpet areas & mats	Each visit
Floor sweeping and mopping	Each visit
Clean walls and doors	Each visit
Clean counters and appliances	Each visit
High dusting	Monthly
Clean refrigerator	Monthly

Washington Park Boathouse	701 S. Franklin Street
2021 Event Facility Cleaning Crew SOW	
REQUIRED COVID CLEANING AFTER EACH EVENT (SCHEDULE WILL BE PROVIDED FOR EACH MONTH).	
CITY WILL NOTIFY CONTRACTOR WHEN SERVICES WILL TERMINATE.	
Restroom cleaning	Each visit
High touch areas:	Each visit
*doors (handles, glass, ADA handles)	Each visit
*light switches	Each visit
*kitchen sink (faucet & sprayer)	Each visit
*appliances exteriors	Each visit
*countertops	Each visit
Vacuuming carpet & mat areas	Each visit
Spot clean walls	Each visit
Clean refrigerator interior	Monthly
High dusting	Monthly

Washington Park Maintenance	820 S. Humboldt Street
Monthly	Approximately 4,000 sq ft
Thorough restroom cleaning	Monthly
<i>Lobby</i>	
Floor sweeping and mopping	Monthly
Vacuuming	Monthly
Clean stainless steel	Monthly
Spot clean glass	Monthly
Clean walls and doors	Monthly
Clean drinking fountains	Monthly
Trash collection	Monthly
Low and high dusting	Monthly
<i>Office</i>	
Floor sweeping and mopping	Monthly
Vacuuming	Monthly
Clean stainless steel	Monthly
Spot clean glass	Monthly
Clean walls and doors	Monthly
Clean drinking fountains	Monthly
Trash collection	Monthly
Low and high dusting	Monthly

Denver Parks and Recreation Disinfecting Matrix High Touch Areas SOW – Groups 6 and 7								
#	Surface to be Cleaned	Category	Who Cleans	When Cleaned	Cleaning Frequency	How is it Cleaned	Product Used	Comments
1	Door Handles, ADA door opener buttons & Hand Railings near entrances (Frequently used by public or staff)	Common Areas	Contractor Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	
2	Doors (Frames, push plates, or surfaces commonly touched)	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	See COVID cleaned as needed. Clean door if customers are using the door/glass to open. Will prioritize the doors that CONTRACTOR cleans. Staff need to identify the priority doors.
3	Light Switches (That are used daily)	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	Identify priority light switches. CONTRACTOR can't clean them all. Identify high use verse low use. Staff clean low use switches.
4	Staircase railings	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	
5	Counters (Reception, check in. Not multi-purpose rooms)	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	
6	Chairs, Benches, Seating in public areas (non-porous surfaces).	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Spray or by Hand By Hand Electrostatic Sprayer or by Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand)	CONTRACTOR does as needed cleaning. Can't disinfect soft or absorbent furniture (fabric). Lobby furniture will be removed.

DPR – Vitaloxide (sprayer)

Denver Parks and Recreation Disinfecting Matrix High Touch Areas SOW – Groups 6 and 7								
#	Surface to be Cleaned	Category	Who Cleans	When Cleaned	Cleaning Frequency	How is it Cleaned	Product Used	Comments
7	POS Scanners	Common Areas	Staff	Whenever	Daily	By Hand	DPR – Mark 11	CONTRACTOR will clean touch screen, but not the rest. Generally, they don't touch technology.
8	Drinking Fountains/ Bottle Fillers	Common Areas	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand)	
9	Vending Machines	Common Areas						
10	Elevator Call Buttons	Elevator	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	
11	Elevator Interior	Elevator						
12	Scoreboard Controller	Gym	Staff	Day	After each use			
13	Bleachers	Gyms	Staff MCT	Whenever As Needed	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean
14	Wall Pads	Gyms	Staff	Day	Daily	Electrostatic Sprayer or by Hand	DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	
15	Game Tables (Pool Tables, Foosball, etc.)	Lobby or Game Room	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Sprayer or by Hand Electrostatic Sprayer or by Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR cleans if appears dirty, but don't disinfect.
16	Bathrooms (all surfaces commonly touched)	Locker Rooms & Bathrooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Sprayer & By Hand Electrostatic Sprayer & By Hand Electrostatic Sprayer & By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	

#	Surface to be Cleaned	Category	Who Cleans	When Cleaned	Cleaning Frequency	How is it Cleaned	Product Used	Comments
17	Lockers	Locker Rooms & Bathrooms	Staff MCT	Day As Needed	???	Electrostatic Sprayer & by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR cleans visible stains, but doesn't clean inside
18	Folding tables and multi-purpose room counters.	Multi-Purpose Rooms	Staff MCT	Day As Needed	Daily	By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	CONTRACTOR does not clean individual desks. Folding tables need to be cleaned after each use by staff. CONTRACTOR doesn't clean.
19	Folding chairs	Multi-Purpose Rooms	Staff MCT	Day Whenever	After each use	By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11	Staff need to wipe down after each use. If idle for more than 7 days, don't need to disinfect. CONTRACTOR doesn't clean. Fabric chairs will be disinfected with electrostatic sprayer after each use.
20	Arts & Culture equipment	Multi-Purpose Rooms	Staff MCT	Whenever As Needed	After each use	Electrostatic Sprayer & by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR doesn't clean
21	Dry Erase Boards	Multi-Purpose Rooms	Staff	Whenever	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean
22	Podiums	Multi-Purpose Rooms	Staff	Whenever	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean
23	Microphones	Multi-Purpose Rooms	Staff	Whenever	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean. Careful how we clean microphones, don't spray liquid on it.
24	Projectors	Multi-Purpose Rooms	Staff	Whenever	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean
25	Pools	Pools						CONTRACTOR doesn't clean
26	Equipment for Check-out (basketballs,	Staff Spaces	Staff	Whenever	After each use	By Hand	DPR – Mark 11	CONTRACTOR doesn't clean

Denver Parks and Recreation Disinfecting Matrix High Touch Areas SOW – Groups 6 and 7								
#	Surface to be Cleaned	Category	Who Cleans	When Cleaned	Cleaning Frequency	How is it Cleaned	Product Used	Comments
	volleyballs, weight belts, etc.)							
27	Copy machines & Printers	Staff Spaces	Staff	Whenever	As Needed	By Hand	DPR – Mark 11	CONTRACTOR will clean touch screen, but not the rest. Generally, they don't touch technology.
28	Staff Refrigerators	Staff Spaces	CONTRACTOR Staff MCT	Evening (Outside Only) Day As Needed		By Hand		Handles and areas touched. Note, due to temperature, the inside of the fridge will harbor the virus longer, establish protocols to separate food
29	Breakroom Countertops, Sinks and Appliances (Microwaves, Coffee Pots)	Staff Spaces	CONTRACTOR Staff MCT	Evening (Outside Only) Day As Needed	Daily	By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	
30	Front Desk Office Equipment (keyboards, scanners, alarm keypads, safe keypad and handle, binders, clipboards, etc.)	Staff Spaces	Staff	Day	Daily	By Hand	DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	
31	Free Weights, Dumbbells, Accessories (not benches)	Weight, Cardio & Fitness Rooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Spray or by hand By Hand Electrostatic Sprayer or by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR can mist these weights with an electrostatic sprayer if available, but under current budget specs cannot wipe due to time constraints
32	Resistance Weight	Weight Cardio	CONTRACTOR	Evening	Daily	Electrostatic Spray or by hand	CONTRACTOR – Diversey	

34	Weight, Cardio & Fitness Rooms Machines & Weight Benches (Padded surfaces, pins, grips and handles)	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Spray or by hand By Hand Electrostatic Sprayer or by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand)
----	--	----------------------------	-----------------------------	-------	---	---

Denver Parks and Recreation Disinfecting Matrix High Touch Areas SOW – Groups 6 and 7

#	Surface to be Cleaned	Category	Who Cleans	When Cleaned	Cleaning Frequency	How is it Cleaned	Product Used	Comments
							DPR – Vitaloxide (sprayer)	
33	Cardio machines	Weight, Cardio & Fitness Rooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Spray or by hand By Hand Electrostatic Sprayer or by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	
34	Small fitness equipment (yoga mats, small fitness hand weights, elastic bands, TRX straps, bosu balls, steps, etc.)	Weight, Cardio & Fitness Rooms	Staff	Whenever	After each use	Electrostatic Sprayer & by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR doesn't clean
35	Ballet Barre	Weight, Cardio & Fitness Rooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	By Hand By Hand By Hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – TBD	
36	Spin Bikes	Weight, Cardio & Fitness Rooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Sprayer & by hand	CONTRACTOR – Diversey OXIVIR TB CONTRACTOR – Spartan Halt DPR – Mark 11 (by hand) DPR – Vitaloxide (sprayer)	CONTRACTOR wipes down seats and handles
37	Floors – spaces where customers lay on the floor	Weight, Cardio & Fitness Rooms	CONTRACTOR Staff MCT	Evening Day As Needed	Daily	Electrostatic Sprayer	DPR – Vitaloxide (sprayer)	Just regular sweeping and moping.
38	Food Warmers	TBD	TBD	TBD	TBD	TBD	TBD	

This list is intended to give guidance to staff on the techniques and frequency for HTA Disinfecting. Staff should observe the specific building in use to determine how the building is used, and to disinfect the surfaces that are commonly touched, even if not on the list. Every building has unique needs, and a cleaning technician should adapt to those needs. Likewise, elements of the building that are infrequently used due to being locked off from the public, or in sparsely occupied areas, should be of lesser priority than commonly used items."

NOTE: These services may be on a limited basis and not for the duration of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olson & Olson Ltd 5655 S Yosemite Street #200 Greenwood Village CO 80111	CONTACT NAME: PHONE (A/C, No, Ext): 303-867-2055 FAX (A/C, No): 303-867-2074 E-MAIL ADDRESS: certificates@olsonandolson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Union Insurance Company	NAIC # 25844
INSURED KG Clean, Inc dba KG Facility Solutions 11005 Dover Street Unit 200 Westminster CO 80021	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 921840009

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA3243524	5/13/2020	5/13/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPA3243524	5/13/2020	5/13/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CPA3243524	5/13/2020	5/13/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
	Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
 201 W Colfax Ave
 Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Olson & Olson Ltd	NAMED INSURED KG Clean, Inc dba KG Facility Solutions 11005 Dover Street Unit 200 Westminster CO 80021
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

A WRAP EXCLUSION APPLIES PER POLICY TERMS AND CONDITIONS

Other Coverages:

LIMITED JOBSITE POLLUTION POLICY

Policy Number: CPA3243524

Policy Effective Date: 5-13-20 to 5-13-21

Insurer: Union Insurance Company (NAIC # 25844)

Per Occurrence Limit: \$100,000

Aggregate Limit: \$100,000

Deductible: N/A

LEASED/RENTED EQUIPMENT POLICY

Policy Number: CPA3243524

Policy Effective Date: 5-13-20 to 5-13-21

Insurer: Union Insurance Company (NAIC # 25844)

Limit: \$25,000

Deductible: \$1,000

CRIME POLICY

Policy Number: 107290408

Policy Effective Date: 7-17-20 to 7-17-21

Insurer: Travelers Casualty & Surety (NAIC #31194)

Employee Dishonesty Limit: \$500,000

Deductible: \$5,000

GENERAL LIABILITY:

CLCG0492 Form Attached Includes:

Blanket Additional Insured – Ongoing Operations status when required by written contract.

Blanket Additional Insured for Various Relationships when required by written contract or written agreement.

Blanket Waiver of Subrogation applies when required by written contract.

CLCG2062 Form Attached Includes:

Blanket Additional Insured – Competed Operations status when required by written contract.

CG2001 Form Attached Includes:

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

AUTO LIABILITY:

CLCA2093 Form Attached Includes:

Blanket Additional Insured status applies when required by written contract.

Blanket Waiver of Subrogation applies when required by written contract.

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract.

UMBRELLA LIABILITY

Umbrella Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, and Automobile Liability.

CLCU2455 Form Attached Includes:

Blanket Primary & Non-Contributory status to Additional insured applies when required by a written contract or written agreement for Umbrella Liability.

CU2403 Form Attached Includes:

Blanket Waiver of Subrogation applies when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certificates@olsonandolson.com

Project: Janitorial Services for All-City

For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, Contractor and subcontractor's insurer(s) as required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured.



CERTIFICATE OF LIABILITY INSURANCE

10NC
DATE (MM/DD/YYYY)
02/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	CONTACT NAME: Aon Risk Services, Inc of Florida PHONE (A/C, No, Ext): 833-506-1544 FAX (A/C, No): EMAIL ADDRESS: certs@trinet.com														
INSURED TriNet HR XI, Inc. RE KG Clean Inc. 9000 Town Center Parkway Bradenton, FL 34202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Company of North America	43575	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Indemnity Insurance Company of North America	43575														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 15291646 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WLR_C68954101	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A 30 day notice of cancellation is endorsed to the policy for the CITY AND COUNTY OF DENVER.
 Workers Compensation coverage is limited to worksite employees of KG CLEAN INC. through a co-employment agreement with TRINET HR XI, INC..
 Waiver of subrogation in favor of CITY AND COUNTY OF DENVER as required by written contract.

CERTIFICATE HOLDER City and County of Denver 201 W Colfax Ave. Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right; font-family: cursive;"><i>Aon Risk Services, Inc of Florida</i></p>
---	--

EXHIBIT D

Bond No. 107208070

**CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **KG Clean, Inc.**, a corporation organized and existing under and by virtue of the laws of the State of **Colorado**, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, 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, hereinafter referred to as the "City", in the penal sum of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**, 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 FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2020, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. GENRL-202157441, [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;

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 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.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
4th day of March, 2021

KG Clean, Inc.

Contractor

By:

President

Attest:

Secretary

Travelers Casualty and Surety Company of America

Surety

By:

Attorney-In-Fact Casey Alexander



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

APPROVED AS TO FORM:
Attorney for the City and County of Denver

Signatures will be provided at a later time and
be incorporated by reference.
By: Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

Signatures will be provided at a later time and
incorporated by reference.
By: Michael B. Hancock
MAYOR

Signatures will be provided at a later time and
incorporated by reference.
By: Brandon Gainey
ACTING EXECUTIVE DIRECTOR OF
GENERAL SERVICES

Bond No.: 107208070



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Casey Alexander, of Greenwood Village, Colorado, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of March, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President

EXHIBIT E



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

FROM: Ryland Feno, OHR Compensation and Classification

DATE: May 26, 2020

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 151
Publication Date: May 26, 2020
(12 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.

Attachments as listed above.

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

EXHIBIT E
APPLIANCE MECHANIC

Effective Date: 05-16-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Appliance Mechanic	\$23.21	\$7.16

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. 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: 08-15-19

Last Revision: 04-05-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Building Engineer	\$29.55	\$7.89

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.

EXHIBIT E

CONVEYANCE SYSTEM MAINTENANCE SERIES**Effective Date:** 09-19-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$24.44	\$7.36
Machinery Maintenance Mechanic	\$27.36	\$7.70
Controls System Technician	\$30.33	\$8.04

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.

EXHIBIT E

CUSTODIANS**Effective Date:** 12-19-19Last Revision: **01-17-19**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$15.98	\$6.53 (Single) \$9.71 (Children) \$10.41 (2-party) \$13.59 (Family)
Custodian II	\$16.33	\$6.59 (Single) \$9.76 (Children) \$10.47 (2-party) \$13.65 (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 (\$0.23) 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
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 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	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.

EXHIBIT E

DIA OIL & GAS**Effective Date:** 04-16-20

Last Revision: 06-20-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Derrick Hand/Roustabout	\$14.49	\$6.21
Electrician	\$26.44	\$7.59
Mechanic	\$25.44	\$7.48
Pipefitter	\$26.70	\$7.62
Rig/Drill Operator	\$23.02	\$7.20
Truck Driver	\$23.62	\$7.27

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 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.

EXHIBIT E

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: 06-20-19

Last Revision: 09-20-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Finisher	\$25.01	\$10.06
Journeyman	\$31.21	\$10.12

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: 07-19-19

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fire Extinguisher Repairer	\$19.74	\$6.76

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.

EXHIBIT E
FUEL HANDLER SERIES

Effective Date: 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Fuel Distribution System Operator	\$23.41	\$7.18
Lead Fuel Distribution System Operator	\$24.48	\$7.36
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

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

Fuel Distribution System 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 Distribution System Operator

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

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 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 on-the-job training as well as performing the various tasks performed by the Mechanic classification.

These classifications are recommended to be inclusive and to supersede any previously adopted classifications.

EXHIBIT E

FURNITURE MOVERS

Moving, Storage and Cartage Workers

Effective Date: 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$17.66	\$6.58
Lead Furniture Mover	\$18.46	\$6.67

GLYCOL FACILITY**Effective Date:** 06-20-19

Last Revision: 06-07-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
De-icing Facility Operator	\$27.64	\$7.67
Maintenance Mechanic	\$27.46	\$7.65
Glycol Plant Specialist	\$17.36	\$6.48

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.

EXHIBIT E
PARKING ELECTRONICS TECHNICIAN

Effective Date: 10-17-19

Last Revision: 11-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Parking Electronics Technician	\$24.85	\$7.41

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: 07-19-19

Last Revision: 09-20-18

*OHR pulled the wages in July of 2019 and data has remained the same so there is no recommendation to change the base wage or fringes.

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Pest Controller	\$20.41	\$6.84

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: 04-16-20

Last Revision: 05-16-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Quality Control & Assurance Technician	\$25.81	\$7.52

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 waste water 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.

SIGN ERECTOR

Effective Date: 03-15-18

Last Revision: 10-15-10

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$23.82	\$7.16

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

EXHIBIT E

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).

TRANSIT TECHNICIANS

Effective 1-18-2018, the Transit Technician classification series and associated wages will no longer be published because these classifications are not being used at this time.

TREE TRIMMERS

Effective Date: 09-19-19

Last Revision: **09-20-18**

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$20.55	\$6.91

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 from 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: 05-21-20

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.64	\$9.06 (Single) \$10.63 (Children) \$10.84 (2-party) \$12.94 (Family)

Benefits/Overtime

Parking	With valid monthly parking receipt from approved parking lot, employees are reimbursed for the cost of parking. 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	\$0.75 per hour for employees assigned to 3rd shift (11:00 p.m. to 7:00 a.m.)
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	\$1.25 per hour above highest paid employee under supervision
High Work	\$1.75 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

EXHIBIT E

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.”

EXHIBIT F

Company name				Invoice			
Address				Invoice number			
Phone				Invoice date			
Email				Service dates: 11/1/20-11/30/20			
To: General Services Facilities Management				Location: Police District 20			
201 W. Colfax Avenue, Dept 904				123 Any St			
Denver, CO 80202				Location code (Facilities Management only): PL020			
PO-XXXXXXXXXX				<i>Check if service is one-time or temporary</i>			
Contract 2020XXXXXX							
Employee	Hours	Classification	Shift	Hourly Pay Rate Including Benefits	Hourly Management Fee (will be the same for all lines)	Hourly Bill Rate (Hourly Pay Rate + Hourly Management Fee)	Line Total (Hourly Bill Rate x Hours)
Name	63	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	12	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	35.5	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	4.25	Custodian II	Second	XX.XX	X.XX	XX.XX	XX.XX
Name	55	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	16.5	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	3.5	Custodian II	Second	XX.XX	X.XX	XX.XX	XX.XX
Name	14	Custodian I	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	12	Custodian II	First	XX.XX	X.XX	XX.XX	XXX.XX
Name	40.25	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Name	16.5	Custodian I	Third	XX.XX	X.XX	XX.XX	XXX.XX
Name	90.75	Custodian I	First	XX.XX	X.XX	XX.XX	XXXX.XX
Name	1.5	Custodian II	Third	XX.XX	X.XX	XX.XX	XX.XX
Name	7.25	Custodian I	Second	XX.XX	X.XX	XX.XX	XXX.XX
Total Hours	372						
						Invoice Total	\$XX,XXX.XX

EXHIBIT G FEMA-CARES FEDERAL PROVISIONS.

A. FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS

During the performance of this contract, the contractor agrees as follows:

Federal Equal Opportunity Clause.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

[FOR AGREEMENTS IN EXCESS OF \$150,000 the Clean Air Act and Federal Water Pollution Control Act provisions apply]

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Colorado Department of Public Health and Environment ("CDPHE") and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS.

Federal Water Pollution Control Act

(4) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(5) The contractor agrees to report each violation to the CDPHE and understands and agrees that the CDPHE will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA and HHS."

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into

of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **KG Clean, Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

ADDITIONAL PROVISIONS:

- (1) The contractor agrees to provide any agency or department of the State of Colorado, the City, the FEMA Administrator, the Comptroller General of the United States, HHS or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator, HHS or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or HHS pre- approval."

This is an acknowledgement that FEMA or HHS financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA or HHS policies, procedures, and directives.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

B. CARES ACT

The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) and as amended by Section 1001 of the Consolidated Appropriations Act, 2021, H.R. 133, Division N, Title X (December 27, 2020) (collectively, the "CARES Act"). The Parties acknowledge that all funding from the CARES Act (collectively, "CRF Funds") may only be used to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 ("COVID-19");

- b. Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
- c. Were incurred for the period that begins on March 1, 2020 and ends on December 31, 2021.

The Contractor shall only utilize CRF Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit G**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which CRF Funds are used shall not, to the extent that CRF Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using CRF Funds must be performed and/or provided by the Contractor no later than December 31, 2021. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using CRF Funds must be provided by the City to the Contractor no later than March 30, 2022. As such, the Contractor shall invoice the City not later than February 28, 2022 for all work performed pursuant to this Agreement for which CRF Funds will be used to enable sufficient time for the City to review, process, and pay such invoice by the March 30, 2022 deadline prescribed in the CARES Act (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2021 may not be eligible to be paid by CRF Funds, and, to the extent that CRF Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Funding provided to the City and County of Denver, Colorado in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) ("CARES Act");

- 2.1.1.1.2. Grants;

- 2.1.1.1.3. Contracts;

- 2.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.1.1.5. Loans;

- 2.1.1.1.6. Loan Guarantees;

- 2.1.1.1.7. Subsidies;

- 2.1.1.1.8. Insurance;

- 2.1.1.1.9. Food commodities;

- 2.1.1.1.10. Direct appropriations;

- 2.1.1.1.11. Assessed and voluntary contributions; and

- 2.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City and County of Denver, Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the City and County of Denver, Colorado, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, the City and County of Denver as Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the City and County of Denver at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City and County of Denver, Colorado may terminate the Agreement upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the City and County of Denver, Colorado under the Agreement, at law or in equity.

END OF DOCUMENT.