

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional preconditioned air device maintenance and repair services for passenger loading bridges; and

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

WHEREAS, Contractor’s proposal was selected for award of the Passenger Loading Bridge Pre-Conditioned Air Unit Service project (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO’s approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any

payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

F. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or

otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

- a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement

shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Five Million Dollars and Zero Cents (\$5,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial rates and charges, including any applicable multiplier, are set forth in *Exhibit B*. The City acknowledges that Contractor's rates are subject to annual increases in accordance with Contractor's collective bargaining agreement, and the amount of such rate increases are unknown and to be negotiated with Contractor's unionized employees during the Term of this Agreement. Further, material pricing increases for filters and consumables is expected to increase during the Term. The Project Manager, in his or her sole discretion, may accept such increases and adjust the rates and charges through a Task Order applicable to future work as further provided in the Task Order. Additionally, the City may modify *Exhibit B* through a Task Order or other written notice signed by the Director to incorporate accepted increases in rates and charges. If any increase in rates or charges is not acceptable to the City, the City retains discretion to terminate this Agreement for convenience in accordance with Section 4 herein.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;

- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. SBE, WAGES AND PROMPT PAYMENT:

A. Small Business Enterprise.

- i. This Agreement is subject to Article VII of Chapter 28, D.R.M.C., designated as §§ 28-201 to 28-236 (the "SBE Ordinance"), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Contractor is a certified Small Business Enterprise ("SBE") and pursuant to § 28-208, D.R.M.C., the Contractor is required to self-perform a minimum of 30% of the contract work.
- ii. Under § 28-222, D.R.M.C., the Contractor has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or

other modification under § 28-223, D.R.M.C. The Contractor acknowledges that:

- a. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess the Contractor's compliance with the defined selection pool requirements and SBE self-performance requirements.
- b. Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-223, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Contractor at the time of award of this Agreement, shall be promptly submitted to the DSBO.
- c. The Contractor shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.
- d. The Contractor shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Contractor shall not, during the term of this Agreement:
 - I. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or
 - II. Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.
- e. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-229 of the SBE Ordinance.
- f. Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

B. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not

limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised.

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

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

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

C. Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. City Prompt Pay.

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

ii. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The

City may, at the discretion of the SVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP.

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor’s inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

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

active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

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

And by the City to:

Nathan Martinez
UPM Mechanical, LLC
5010 Cook St
Denver, CO 80261

ii. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested ; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for Task Order-related and

other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing “send” or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City’s direction in writing for Task Order-related communications and transmittals at the City’s direction.

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City’s assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

R. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

S. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage,

use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms “Hazardous Materials” shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a “hazardous substance,” “hazardous waste” or “toxic substance” (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney’s fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO’s decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or

discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of

Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C

16. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202472250-00
UPM Mechanical, LLC

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:

PLANE-202472250-00
UPM Mechanical, LLC

By: See Attached

Name: Nathan Martinez
(please print)

Title: Owner and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

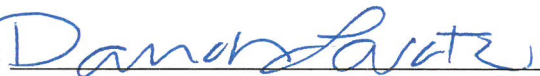
PLANE-202472250-00
UPM Mechanical, LLC

By: 

Name: NATHAN MARTINEZ
(please print)

Title: OWNER AND CEO
(please print)

ATTEST: [if required]

By: 

Name: Danah Levaty
(please print)

Title: OFFICE MANAGER
(please print)

Appendix

Standard Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
2. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

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

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq)(prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor

its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Exhibit A

Scope of Work DEN Facility Maintenance Pre-Conditioned Air Contract

The DEN Passenger Loading Bridge (PLB) team offers this contract to assist with maintaining our Pre-Conditioned Air (PCA) units. This contract is supplemental in use and used when DEN staffing cannot complete necessary repairs in a time-critical situation. DEN PLB does not have staff with the required certifications to work with the refrigerant gases used on the DX-style PCAs.

Provide on-call maintenance, repair, and inspection services for PCAs and associated equipment. Troubleshoot, repair, or replace all coolant and heating system components on DX-style PCAs. Replace damaged or failed glycol lines ran through pentagraphs on the sides of the bridges. Provide seasonal performance inspections with documented efficiency ratings of PCA units.

Provide on-call maintenance, repair, and inspection services for PCAs and associated equipment. Services to include:

- Glycol Hose replacement
- Troubleshooting of refrigerant leaks will include but are not limited to, R-22 or R-410A gases.
- Repair and replacement of cooling and heating components.
- Installation of new units.
- Seasonal performance inspections
- Repair air supply hoses, air hose carriages, air hose reels, and other associated equipment.

Maintenance and Repair of units shall include, but are not limited to:

- Glycol hose replacement, including replenishing and bleeding lines with new glycol/water mixture. The supply of glycol/water mixture will be handled on a case-by-case basis.
- Troubleshooting, repairing, or replacing coolant system components, including compressors and coils.
- Re-filling refrigerant gases using appropriate gas. Appropriate HVAC and Environmental certifications will be required.
- Troubleshooting, repairing, and replacing of heating system components.
- Repair of air supply hoses, air hose carriages, air hose reels, and other associated equipment.
- Installation of new PCA units.
- Electrical power feeding PCA units and control wiring for controls.
- Pentagraph, also known as doglegs, repair/replace.
- Installation of glycol lines from where they exit the building to the unit or the connection point of the flex hose.

Seasonal Performance inspections shall include, but are not limited to:

- Two inspections per year
 - Start of cooling season.
 - Start of heating season.
- Cleaning of coils may be necessary to improve efficiency.
- Documented reports showing percentage levels of efficiency and recommended repairs/services to improve efficiency.

Work locations

- A, B, and C concourses.
- Passenger Loading bridge ramp areas.

Access Needed For:

- Secure area.
- Unescorted driving privileges will be required. (This will require an appropriate level of insurance per DEN badging requirements)

Safety Requirements:

- Safety glasses.
- Safety vest.
- Safety boots.
- Appropriate clothing.
- Safety Harness when using lifts.
- Safety plan submitted and approved through DEN Safety

Equipment Requirements:

- Articulating Lift (Bucket Truck, Boom Lift) capable of reaching heights of 25’.
- Scissor lifts.
- Forklifts capable of removing and installing PCA units.

Reporting Tools:

- Field Progress Reports.
- Field Report of Actions needed.
- Field Report Before and After Pictures.

As this work affects DEN Maintenance, Operations, and our Airline Stakeholders, close coordination with PM or appointed POC for each project to coordinate gate closures will be necessary. After-hours night work will be required at times. Working hours will be stated when task order quotes are requested.

All work will be issued through task orders and quoted per task. Seasonal inspections will be set up at the start of each year and issued as a task order quoted annually.

***Note* A 48-hour response time will be required for emergency repairs**

Exhibit B - Rates

DEN Passenger Loading Bridge Pre-Conditioned Air Services

Section A - Sample Pricing

UPM Mechanical, LLC

The project consists of providing repair and inspections of pre-conditioned air units, including preventative maintenance, predictive maintenance, inspections, repair, replacement and related services at Denver International Airport (DEN).

Description	Price Each/Unit	Extended Price
Seasonal Inspections - <u>see clarification sheet</u>	\$ 1,760.40	\$ -
Reports - <u>see clarification sheet</u>	\$ 1,346.40	\$ -
Troubleshooting - <u>see clarification sheet</u>	\$ 1,201.60	\$ -
R-22 Refrigerant Services	See labor rates and mark-ups below	
R-410A Refrigerant Services	See labor rates and mark-ups below	
<i>The Refrigerant Services description doesn't define scope enough to include a price per unit. This can be a number of different types of repairs ranging from something simple taking 1 day to complete and a few hundred dollars in materials to something more complicated and taking multiple days to complete with multiple techs and thousands of dollars in materials. Refrigerant costs for R22 and R410A (with phasing out) fluctuate too often to include a fixed price. This line item really does need to be performed on a T&M basis.</i>		
Coil Cleaning - Evaporator	\$ 2,238.40	\$ -
Coil Cleaning - Condenser	\$ 1,650.40	\$ -
Total		\$ -
Total Number of Hours Required		
<i>We did not multiply each description by 150 units to get to an extended price because of the RFP listing these services to be done on an on-call (as-needed) basis. The pricing included is for each on-call service.</i>		

Section B - Hourly Labor Rates

Job Title	Hour Rate (business hrs)	Hour Rate (after hrs)	Hour Rate (double time)
Field Service Technician	\$ 138.00	\$ 207.00	\$ 276.00
Supervisor	\$ 158.70	\$ 238.05	\$ 317.40
Project Manager	\$ 115.00	\$ 115.00	\$ 115.00
Double time is Holidays* and Sundays per our Collective Bargaining Agreement			

Section C - Equipment/Material Fees

Description	Percentage
Equipment Rental Markup	40%
Material Markup	40%

*Holidays consist of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In the event a named holiday falls on Saturday or Sunday it will be recognized on the respective Friday or Monday. When possible, the observance of a holiday shall coincide with the observance of holidays as set forth in Executive Order No. 11582 dated February 11, 1971.

DEN Passenger Loading Bridge Pre-Conditioned Air Services

Pricing Clarifications

Seasonal Inspections Pricing Line Item Includes –

(Pricing only includes 1 seasonal inspection. Heating or cooling but not both)

- Change filters
- Clean units
- Check electrical
- Grease bearings
- Fill out OEM commissioning report – see attached
- Submit documented reports and quotes for recommended repairs

Reports Pricing Line Item Includes –

- Fill out OEM commissioning report – see attached
- Submit documented reports and quotes for recommended repairs

Troubleshooting Pricing Line Item Includes –

- Service call to troubleshoot unit inoperable
- Submit documented reports and quotes for recommended repairs



Pre Conditioned Air - AHU - Field Commissioning Report

Date: _____	Location: _____
Model: _____	Gate: _____
Serial Number: _____	Stand: _____ T.O.B. _____ B.O.B. _____
Voltage: A-B _____ A-C _____ B-C _____	Software Version: 6.0 _____
Hours: _____	Program ID: _____

Installation Check Out

1	Mounting	
	Clearance/Bracket Measurement (bottom of bridge to top of unit)	_____ inches
	Bridge Drilled	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Hardware Tight (Visual Inspection)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
2	Appearance/Surface Condition	
	Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Paint	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Decals (480 vs 575)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Data Plate Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
3	Push Button Box	
	Correct Box Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Mounting Location Accessible	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Operable	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Door: Fit, Function, Weatherproof	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Cord Grip	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
4	Hardware	
	All Hardware Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	All Accessible Hardware Tight	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	All Knockout Holes Sealed	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Corner Bumpers (If Applicable) Installed Properly	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
5	Doors/Panels	
	External Doors and Latches Installed and Functioning Properly	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Control Panel Door Latches Tight, No Water Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
6	Condensate Hose	
	Present & Functional	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	

7	Cabin Temperature Probe		
	Present	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Cord Grip	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Describe Location	_____	
8	Customer's Building Maintenance System		
	Present	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Ethernet Connected	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Notes:	_____	
9	Power Cable		
	Cord Grip	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
10	Ducting & Hoses		
	Twist Supplied Ducting, Hoses & Clamps	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Hoses Installed Correctly	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	No Damage	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
11	TAD Tube		
	Present	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	No Leaks, Sealed Connections (Visual Inspection)	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
Unit Check Out			
1	Check Phase Protection Monitor (PM-1).		
	The monitor has 2 LED indication of proper operation.		
	The green LED indicates the unit is ON, and the rotation is correct.		
	If the rotation is wrong, the red LED will flash.		
2	Check VFD speed in each mode:		
	a. Regional Jet:	Speed (HZ): _____	Amps: _____
	b. Narrow Body:	Speed (HZ): _____	Amps: _____
	c. Wide Body:	Speed (HZ): _____	Amps: _____
	d. Jumbo Body:	Speed (HZ): _____	Amps: _____
	e. Super Jumbo Body:	Speed (HZ): _____	Amps: _____
3	Heating Mode		
	The proper heating test cannot be accomplished at ambient temperatures above 45°F.		
	If the ambient is above 45°F, lock the ambient temperature at 5°F.		
	Lock the cabin temperature at 59°F. Start the unit in any Mode.		

	After temperatures are stable, record the following:		
	a. Record the Ambient Temperature (Unit):	_____	
	b. Record the Discharge Temperature (Unit):	_____	
	c. Record the Temperature at the End of the Duct:	_____	
	d. Record the Heater Amps:	1 _____	2 _____ 3 _____ 4 _____
	e. Record the Blower Speed:	_____	

4	Cooling Mode	
	Below the ambient temperature of 55°F, (13°C) the cooling is disabled.	
	Between 50°F (10°C) and 55°F (13°C) only the blower will run.	
	The proper operation of the system in cooling mode cannot be accomplished at temperatures below 55°F (13°C). If required, lock the ambient at a temperature above 80°F (27°C).	
a.	Run the system at maximum aircraft size mode or Wide Body Mode.	
	Record the suction and discharge pressures and temperatures:	
	Glycol Inlet Pressure:	_____ PSI
	Glycol Outlet Pressure:	_____ PSI
	Glycol Inlet Temperature:	_____ °F
	Glycol Outlet Temperature:	_____ °F
	Record Ambient and Discharge Temperatures:	
	Ambient Temperature:	_____ °F
	Discharge Temperature at Unit:	_____ °F
	Temperature, End of the Duct:	_____ °F
5	Check three hard faults:	
a.	Phase Monitor: Set voltage to 620V.	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
b.	Smoke Detector: Press the Trip button:	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
c.	Depress E-Stop	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
Notes:		
Unit has passed all Commissioning Tests: _____		
Customer Representative (Please Print): _____		
Customer Representative Signature: _____		
Date: _____		



Pre-Conditioned Air - Commissioning Report

Date: _____	Location: _____
Model: _____	Gate: _____
Serial Number: _____	Stand: _____ Top _____ Bottom _____
Hours: _____	Program ID: _____

Installation Check Out

1	Remote Pushbutton Box	
	Switches Operate	
	Lights Operate	
	Missing or Damaged Parts	
	Notes:	
2	Cabin Temperature Probe	
	Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Damage	
	Notes:	
3	Appearance/Internal Condition	
	Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Paint	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
4	Condensate Hose	
	Present & Functional	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
5	Customer's Building Maintenance System Components	
	Present	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Power Cable	
	Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
7	Ducting & Hoses	
	Twist Supplied Ducting, Hoses & Clamps	<input type="checkbox"/> YES <input type="checkbox"/> NO
	Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
8	TAD Tube	
	Present	<input type="checkbox"/> YES <input type="checkbox"/> NO
	No Leaks, Sealed Connections (Visual Inspection)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	

Unit Check Out	
1	Check Phase Protection Monitor (PM-1).
	The monitor has 2 LED indication of proper operation.
	The green LED indicates the unit is ON, and the rotation is correct.
	If the rotation is wrong, the red LED will flash.
	Measure Voltage at the unit: If no ground voltage is detected then remove the screw in the VFD to run in DELTA.
	A-B _____ A-C _____ A-B _____
	A-GND _____ B-GND _____ C-GND _____
2	Check VFD speed and amps on VFD display in Vent mode:
a.	Regional Jet: Speed (HZ): _____ Amps: _____
b.	Narrow Body: Speed (HZ): _____ Amps: _____
c.	Wide Body: Speed (HZ): _____ Amps: _____
d.	Jumbo: Speed (HZ): _____ Amps: _____
3	Heating Mode
	The proper heating test cannot be accomplished at ambient temperatures above 45°F.
	If the ambient is above 45°F, lock the ambient temperature at 5°F.
	Lock the cabin temperature at 59°F. Start the unit in maximum aircraft size or Wide Body Mode.
	After temperatures are stable, record the following:
a.	Record the Ambient Temperature (Unit): _____
b.	Record the Discharge Temperature (Unit): _____
c.	Record the Heater Amps: 1 _____ 2 _____ 3 _____ 4 _____
d.	Record the Blower Speed: RJ _____ NB _____ WB _____ JB _____
4	Cooling Mode
	Below the ambient temperature of 55°F, (13°C) the cooling is disabled.
	No compressors should come on when the ambient temperature is below this value.
	Between 50°F (10°C) and 55°F (13°C) only the blower will run.
	The proper operation of the system in cooling mode cannot be accomplished at temperatures below 55°F (13°C).
	If required, lock the ambient at a temperature above 80°F (27°C).
a.	Run the system at maximum aircraft size mode or Wide Body mode until the pressures and temperatures are stable.
	In cool ambient temperatures, bubbles may be expected in the sight glass.
	Record the suction and discharge pressures:
	System 1 (Inlet): Low: _____ High: _____
	System 2 (Middle or Outlet): Low: _____ High: _____
	System 3 (Outlet): Low: _____ High: _____

	Record Temperatures from Program:	
	Ambient Temperature:	
	Discharge Temperature:	
	Cabin Temperature:	
b.	Record the following:	
	Total Amps:	
	Compressor Amps:	1 _____ 2 _____ 3 _____ 4 _____
	Condenser Fan Amps:	1 _____ 2 _____ 3 _____ 4 _____
5	Check three hard faults:	
a.	Phase Monitor: Set voltage to 620V.	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
b.	Smoke Detector: Press the Trip button:	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
c.	Depress E-Stop	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO

Notes:

Twist Technician: _____

Customer Representative (Please Print): _____

Customer Representative Signature: _____

Date: _____

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: contractadmininvoices@flydenver.com

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**

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

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

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

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

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

J. Part 230 and the DEN Airport Rules and Regulations

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020
Superseded General Decision No. CO20230020
Modification No. 0
Publication Date: 1/8/2023
(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 (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 01/05/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658 or Denver Minimum Wage for 2024, whichever is higher.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered |. Executive Order 14026
|
|into on or after January 30, | generally applies to the
|
|2022, or the contract is | contract.
|
|renewed or extended (e.g., an |. The contractor must pay
|
|option is exercised) on or | all covered workers at
|
|after January 30, 2022: | least \$17.20 per hour (or
|
| | the applicable wage rate
|
| | listed on this wage
|
| | determination, if it is
|
| | higher) for all hours
|
| | spent performing on the
|
| | contract in 2024.
|
|_____ |

—|
|If the contract was awarded on|. Executive Order 13658
|

|or between January 1, 2015 and| generally applies to the
|
|January 29, 2022, and the | contract.
|
|contract is not renewed or |. The contractor must pay
all|
|extended on or after January | covered workers at least
|
|30, 2022: | \$12.90 per hour (or the
|
| applicable wage rate
listed|
| on this wage
determination, |
| if it is higher) for all
|
| hours spent performing on
|
| that contract in 2024.
|
|_____|
|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....\$ 41.19 16.74

ELEC0068-012 06/01/2023

Rates Fringes

ELECTRICIAN (Includes Low
Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 51.94 37.335

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-006 08/01/2022

Rates	Fringes
-------	---------

PAINTER (Brush, Roller and
Spray; Excludes Drywall
Finishing/Taping).....\$ 25.11 10.95

PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 25.81 10.95

PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and
Carpet).....\$ 18.25 14.33

PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER.....\$ 33.51 12.65

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	21.90

SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

SHEE0009-004 07/01/2023

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER (Includes
HVAC Duct Installation;
Excludes HVAC Pipe and Unit
Installation).....\$ 38.47 20.83

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03

LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.29 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

**Office of the Prevailing Wage
Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



REQUEST FOR PROPOSALS

DEN PASSENGER LOADING BRIDGE
PRE-CONDITIONED AIR SERVICES

RFP No. 202472250

February 7, 2024

REQUEST FOR PROPOSALS (RFP)

Airport Office Building (AOB)
 Denver International Airport (DEN)
 8500 Pena Boulevard, Room 8810
 Denver, Colorado 80249-6340

Contract Administrator (CA): Kat Herrera
 E-Mail: contract.procurement@flydenver.com

Request for Proposal # 202472250

PROPOSALS MUST BE RECEIVED BY: Tuesday, March 12, 2024, by 2:00 PM, Denver Local Time

UNDER NO CIRCUMSTANCES WILL E-MAIL OR FACSIMILE RESPONSES BE ACCEPTED.

Schedule of Activities:

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the City. All times listed in this document are understood to be Denver local time.

Event	Date
RFP Advertisement	February 7, 2024
Optional Pre-Proposal Conference	February 20, 2024, at 12:00 PM Denver Local Time
Last Date to Submit Written Questions	February 29, 2024, by 2:00 PM Denver Local Time
Proposal Due Date	March 12, 2024, by 2:00 PM Denver Local Time

Pre-Proposal Conference – OPTIONAL

An optional Pre-Proposal Conference will be held virtually via a Microsoft Teams Meeting at the date and time listed above in the Schedule of Activities. Please click on the following link to access the meeting.

[Pre-Proposal Conference Link](#)

At this conference, DEN representatives will explain the opportunity and answer questions regarding this RFP, including any written questions submitted to DEN prior to the conference.

RFP Questions

DEN will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **DEN requires all questions to be submitted individually on this site.**

Note: BidNet limits the characters available to input for DEN to respond to each question. For this reason, multiple questions may not be submitted as a single question, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Proposal Submittal

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section IV of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website at the link below. Proposals are due by the date and time listed in the Schedule of Activities above.

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. DEN strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. DEN will not extend the submission deadline due to any technical issues or outages you may experience.

Proposer EBS Guide:

http://business.flydenver.com/bizops/documents/den_Vendor_EBS_Guide.pdf

EBS FAQs:

<http://faq.bidnetdirect.com/electronic-bid-submission/>

BidNet Proposer Training Video Link:

<https://bidnetdirect.webex.com/bidnetdirect/lsr.php?RCID=921c686e667f4017a58858e957e03eff>

Small Business Enterprise (SBE) Defined Pool Participation

Article VII, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Division of Small Business Opportunity (DSBO) to establish participation requirements under the Small Business Enterprise (SBE) defined pool program as related to expenditures and related contracts by and through the City and County of Denver. The participation requirement for this project is:

Small Business Enterprise (SBE) Defined Pool

Award will be strictly limited to SBE firms certified with the City and County of Denver on or before the submittal due date. § 28-207 D.R.M.C. The SBE contractor self-performance requirement is 30%.

General Statement of Work

This competitive Request for Proposal (RFP) is to select a qualified contractor to provide annual and bi-annual inspections, preventative maintenance, predictive maintenance, repairs, and emergency services for Passenger Loading Bridge (PLB) Pre-Conditioned Air (PCA) units and associated equipment for Denver International Airport's (DEN) 150+ gate jet bridges.

The work includes all required resources to complete project and/or program, including, but not limited to: troubleshooting and repair or replace all coolant system and heating system components on Direct Expansion (DX unit) style of Pre-Conditioned Air (PCA), replace damaged or failed glycol lines ran through pentagraphs on the sides of the bridges, provide seasonal performance inspections with documented efficiency rating of PCA units.

PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

- Proposal Narrative:
 - Complete responses to the Content Narrative as outlined in Section IV, which includes the required MWBE Equity, Diversity, and Inclusion Plan (MWBE EDI Plan)

- Sample Agreement:
 - List of all proposed modifications or legal issues regarding terms of the Sample Agreement as outlined in Section III-2

- Proposal Forms - all complete and signed
 - Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
 - Proposal Data Form
 - Disclosure of Legal & Administrative Proceedings & Financial Conditions

- Diversity Survey
 - Diversity and Inclusiveness in City Solicitations (online survey – include the completed survey with your proposal submission)

- Financial Forms
 - Exhibit B – Rate sheet

REQUEST FOR PROPOSAL

NO. 202472250

DEN PASSENGER LOADING BRIDGE PRE-CONDITIONED AIR SERVICES

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I. CITY, AIRPORT AND PROJECT OVERVIEW

The values of equity, diversity, inclusivity, accessibility, and sustainability are inherent to the City and County of Denver (City)'s strategy to develop and maintain prosperous communities. Accordingly, these values are imbedded into all the City's procurement processes to ensure competitive procurements that offer equitable opportunities for all potential Proposers, including greater contracted and significant participation for historically underutilized multicultural businesses to ensure Denver's long-term economic, social, and environmental health. Through equitable procurements, the City is committed to working to remove barriers and increase access to City contracting opportunities for all historically underutilized and small businesses including those owned by minorities, women, veterans, LGBTQ+, and individuals living with disabilities as well as those in economically distressed or redlined neighborhoods. It is a primary value to promote economic equity by engaging a more diverse and inclusive community of Proposers and contractors, both as prime and sub-contractors to address racial, socioeconomic and gender disparities. Through this promotion of equity, diversity, and inclusion, the City strives to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. It is the City's expectation that all successful Proposers demonstrate their commitment to these City values through their procurement responses and post contract and/or lease activities.

Each procurement opportunity is to be approached with ethical and honest behavior. The City will solicit, evaluate, and award contracts based upon the Proposer's alignment with the City's values as it relates to its approach, proven experience, ability to perform work, costs, and pricing. DEN is looking for Proposers that demonstrate a history of equity, diversity, integrity, stewardship, innovation, and humanity. The City is looking for Proposers that have equity, diversity, and inclusion (EDI) embedded in their policies, procedures, practices, initiatives, and exhibit actionable results and ensures that of those that they partner with.

The City's values may be demonstrated through but are not limited to: (a) workforce expansion; (b) utilization of and work with the historically underutilized community, separate from required certified goals; (c) environmental sustainability and (d) EDI and Equal Employment Opportunity (EEO) programs for staff.

DEN plays a unique role as a gateway to the world for the region, our passengers, our communities, and our partners. As such, DEN has a generation of operators, concessionaires, designers, builders, planners, and small businesses that are stronger and more successful because of this work. DEN has also helped build new businesses that have flourished and grown into mature industry leaders. As part of its new Vision 100 plan, DEN intends to expand this legacy by looking to the community that has succeeded in the past at DEN to bring the next generation forward.

In its review of this contract opportunity, DEN believes that the scope of work and firms in the industry lends itself to unique partnership opportunities, and therefore, highly encourages firms that have historically proposed as prime contractors to serve as subcontractors to M/WBE firms in their contract with DEN, or to create Joint Ventures with M/WBE firms. A focus of this partnership should be for the contracting partners to build a meaningful relationship that is not merely transactional to meet a numerical goal. The objective is to afford the M/WBE firm the opportunity to learn from the large contractor, grow its financial capacity, build its generational wealth and its portfolio, and increase its capability to perform new commercially useful functions on future contracts.

In accordance with procedures described herein, you are hereby invited to submit a proposal for the subject project, which is described in the Scope of Work incorporated herein. The work under this Contract is anticipated to start on or about October 2024 and has a scheduled duration of five years. The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the City's, including DEN's, ordinances, rules, policies, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient

basis for the City and County of Denver's Department of Aviation, also known as Denver International Airport, (DEN or City) to disqualify the Proposer. The City shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or DEN's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

II. SCOPE OF WORK

The DEN Passenger Loading Bridge (PLB) team requests a contract to assist with maintaining our Pre-Conditioned Air (PCA) units. This contract will be supplemental in use and used when DEN staffing cannot complete necessary repairs in a time-critical situation. DEN PLB does not have staff with the required certifications to work with the refrigerant gases used on the DX-style PCAs.

Provide on-call maintenance, repair, and inspection services for PCAs and associated equipment. Troubleshoot, repair, or replace all coolant and heating system components on DX-style PCAs. Replace damaged or failed glycol lines ran through pentagraphs on the sides of the bridges. Provide seasonal performance inspections with documented efficiency ratings of PCA units.

Provide on-call maintenance, repair, and inspection services for PCAs and associated equipment. Services to include:

- Glycol Hose replacement
- Troubleshooting of refrigerant leaks will include but are not limited to, R-22 or R-410A gases.
- Repair and replacement of cooling and heating components.
- Installation of new units.
- Seasonal performance inspections
- Repair air supply hoses, air hose carriages, air hose reels, and other associated equipment.

Maintenance and Repair of units shall include, but are not limited to:

- Glycol hose replacement, including replenishing and bleeding lines with new glycol/water mixture. The supply of glycol/water mixture will be handled on a case-by-case basis.
- Troubleshooting, repairing, or replacing coolant system components, including compressors and coils.
- Re-filling refrigerant gases using appropriate gas. Appropriate HVAC and Environmental certifications will be required.
- Troubleshooting, repairing, and replacing of heating system components.
- Repair of air supply hoses, air hose carriages, air hose reels, and other associated equipment.
- Installation of new PCA units.
- Electrical power feeding PCA units and control wiring for controls.
- Pentagraph, also known as doglegs, repair/replace.
- Installation of glycol lines from where they exit the building to the unit or the connection point of the flex hose.

Seasonal Performance inspections shall include, but are not limited to:

- Two inspections per year
 - Start of cooling season.
 - Start of heating season.
- Cleaning of coils may be necessary to improve efficiency.
- Documented reports showing percentage levels of efficiency and recommended repairs/services to improve efficiency.

Work locations

- A, B, and C concourses.
- Passenger Loading bridge ramp areas.

Access Needed For:

- Secure area.
- Unescorted driving privileges will be required. (This will require an appropriate level of insurance per DEN badging requirements)

Safety Requirements:

- Safety glasses.
- Safety vest.
- Safety boots.
- Appropriate clothing.
- Safety Harness when using lifts.
- Safety plan submitted and approved through DEN Safety

Equipment Requirements:

- Articulating Lift (Bucket Truck, Boom Lift) capable of reaching heights of 25'.
- Scissor lifts.
- Forklifts capable of removing and installing PCA units.

Reporting Tools:

- Field Progress Reports.
- Field Report of Actions needed.
- Field Report Before and After Pictures.

As this work affects DEN Maintenance, Operations, and our Airline Stakeholders, close coordination with PM or appointed POC for each project to coordinate gate closures will be necessary. After-hours night work will be required at times. Working hours will be stated when task order quotes are requested.

All work will be issued through task orders and quoted per task. Seasonal inspections will be set up at the start of each year and issued as a task order quoted annually.

***Note* A 48-hour response time will be required for emergency repairs**

III. ADMINISTRATION INFORMATION

III-1 Issuing Office

The City and County of Denver's Department of Aviation (City or DEN), by the Contract Services Department (DEN Contract Services). This RFP is governed by the City's ordinances and Procurement Rules in effect at the time of its issuance. DEN Contract Services is the sole point of contact concerning this RFP. All communication must be done through the Contract Services Department.

III-2 Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of the Proposer on the Proposal Acknowledgement Letter, which is attached hereto and incorporated here in as Attachment 1, or an officer of the Proposer legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in this RFP.

Proposers shall undertake a detailed review of the Attachment 4, Sample Agreement and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like DEN to review and address, should they be selected as the apparent best Proposer. The Proposer may submit questions regarding the contract using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement. DEN will not respond to legal questions such as about the interpretation of a provision of the Sample Agreement or provide legal advice regarding the Agreement to proposers. DEN shall assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement, the City may refuse to consider any proposed revisions received later from the Proposer, if they are selected as apparent best Proposer. The City may consider the Proposer's comments in considering whether to select Proposer as the apparent best Proposer.

Attachment 4 is a sample agreement and, as such is subject to revision or modification by DEN at any time. DEN reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as DEN's interests may require, prior to execution of a final agreement. **The sample agreement contains provisions required by Federal, State, and/or City law and policy, and these provisions may not be revised or negotiated.**

III-3 Means of Communication

During the solicitation process for this RFP, all communication between the Contract Services Department and Proposers will be via postings on DEN's Rocky Mountain E-Purchasing System's (BidNet's) website: <https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

The Contract Services Department will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the apparent successful Proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly to be aware of changes, communications and/or addenda to bids.

DEN will not be held responsible for misinformation received from private plan holders. Please use the DEN BidNet website to obtain solicitation information for the airport.

III-4 Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the Rocky Mountain E-Purchasing System (BidNet) website by the due date and time specified in the Schedule of Activities listed on Page 2. DEN shall post all questions and answers on the BidNet Website following the deadline for submittal of questions as an addendum to the bid. DEN will not accept or respond to oral inquiries except for those made at the Pre-Bid Conference. The only 'official' responses are those that are posted to the BidNet Website for this RFP.

Note: BidNet limits the number of characters DEN may use to respond to each question. For this reason, do not submit multiple questions within a single question box, as DEN is unable to respond to multiple questions in the space provided. Because of this limitation, DEN reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed.

III-5 Addenda

DEN reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on the DEN BidNet Website at the following link:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

If DEN determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that DEN determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to DEN shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment 1, Part 1). Failure to acknowledge receipt of addenda may disqualify the proposal.

III-6 DEN Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on the DEN BidNet Website. Proposer may also contact the DEN Contract Administrator, Kat Herrera, by email at contract.procurement@flydenver.com to confirm all posted information.

Please visit the DEN BidNet Website at the following link which contains such services and information as:

<https://www.bidnetdirect.com/colorado/cityandcountyofdenverdepartmentofaviation>

- a. Advertisements for RFx and IFB opportunities
- b. Status of RFx and IFB opportunities
- c. Addendums including vendor questions and responses
- d. Plan holder's/Document Taker's list
- e. Award information

III-7 Withdrawal of Proposal

A Proposer may withdraw its proposal by submitting to DEN a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

III-8 Rights of DEN

DEN reserves the rights to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that DEN may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable ordinances, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to DEN; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to DEN to reject and disqualify any or all proposals, DEN may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such deficiencies if an opportunity to cure is determined by DEN to be in DEN's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. DEN's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. DEN may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all of these terms and conditions and to waive any rights to challenge DEN's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, DEN reserves the right to request additional information from any Proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any Proposer or proposal, including Self-Guided Tours of a Proposer's other operations, reference checks, credit checks, health department checks, or any other investigations deemed necessary.

III-9 Confidentiality of Records

Documents submitted pursuant to this RFP will be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* Information clearly marked as confidential and proprietary will be kept confidential by City, unless otherwise provided by law. City will attempt to notify the Proposer if a request is made for pages of documents clearly marked as confidential and proprietary so that the Proposer may take any action it deems necessary to defend the request. The Proposer, not the City, shall be the entity responsible for defending against Colorado Open Records Act disclosures for any records claimed by the Proposer to be confidential and proprietary.

III-10 Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by the City for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, DEN is not bound to accept them as part of an ensuing contract. DEN may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, DEN may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer. ***Certain of DEN's contract provisions are required by Federal, State and/or City law and policy and are not subject to modification.***

III-11 Small Business Enterprise (SBE) Defined Pool Participation

Article VII, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) grants authority to the Division of Small Business Opportunity (DSBO) to establish participation requirements under the Small Business Enterprise (SBE) defined pool program as related to expenditures and related contracts by and through the City and County of Denver. The participation requirement for this project is:

Small Business Enterprise (SBE) Defined Pool

Award will be strictly limited to SBE firms certified with the City and County of Denver on or before the submittal due date. § 28-207 D.R.M.C. The SBE contractor self-performance requirement is 30%.

III-12 Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- a. Prices and specific work processes in this proposal have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor, or with any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by DEN to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment 1, Part 1 Proposal Acknowledgement Letter, for this proposal certified that:

- d. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection (a) through (c) above; or
- e. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsections (a) through (c), above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the CEO, or its designee, determines that such disclosure was not made for the purpose of restricting competition.

III-13 Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included.

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

III-14 Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of DEN to enter into a Contract in which the Proposer will be paid pursuant to the terms of the Contract.

III-15 Disclosure of Legal and Administrative Proceedings and Financial Condition

A. The Proposer shall submit (at time of submittal) a statement which shall disclose all legal or administrative proceedings that involve a civil claim in excess of Fifty Thousand Dollars (\$50,000) in which the Proposer, its principals or key personnel were a party in the last five years. The Proposer shall include in the statement:

1. The caption of the action naming all parties;
2. The case number, jurisdiction and the date the action was filed;
3. A brief description of the action, the amount of the claim and whether the action involved performance under any public or private construction contract; and
4. The outcome or disposition of the action.

B. The Proposer shall submit (at time of submittal) a statement which shall disclose whether Proposer has filed for protection under the laws of the U. S. Bankruptcy Code within the last ten (10) years.

C. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees presently, or in the past, are or have been involved in any debarment or suspension proceedings. Please include a description of any proceedings which prohibited or limited the Proposer from bidding or entering into any contract with any federal, state or local government entity. Include a brief description of the reason(s) for such action having been taken, the effective dates thereof and the governmental agency.

If the Proposer is a partnership or joint venture, please include a statement disclosing the information listed in subparagraph A and B, above, for each partner or joint venturer. If the Proposer is fifty percent (50%) or greater owned by another entity or individual, please include a statement disclosing the above information for such entity or individual.

D. The Proposer shall submit (at time of submittal) a statement as to whether the Proposer, its principals or key employees have been convicted of any crime related embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty or have been convicted of any other felony in any jurisdiction within the last five (5) years. Include the current status of any such principal or key employees.

- E. The Proposer shall submit (at time of submittal) its Dun & Bradstreet identification number. If the Proposer is a partnership or joint venture, it must submit the Dun & Bradstreet identification number for each partner of a joint venture.
- F. If the Proposer is a publicly held company, it shall submit (at the time of submittal) a list of any holders of ten percent (10%) or more of its stock.
- G. During contract negotiations or at any time during the term of the executed contract, the Proposer may be asked to submit the following:
 1. An audited statement of overhead rates, payroll taxes and operating (profit) margin used to calculate hourly billing rates for DEN and approval. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates for Professional Services sheet, may be requested for each entity without audited overhead rates. This statement shall cover the Proposer's most recently completed fiscal year and shall be signed by a certified public accountant as a Certified Audited Statement in which the accountant expresses his or her opinion as to the fairness with which the statement represents the Proposer's financial position, results of operations and changes in financial position.
 2. If the Proposer is a partnership or joint venture, a Certified Audited Statement is required for each partner or joint venture. If the Proposer does not have audited overhead rates, a Core Staff Labor Rates Sheet, may be requested for each entity without audit overhead rates. If any individual owns thirty-two percent (32%) or more of the Proposer, a Certified Audited Statement is required for each such individual or if a Certified Audited Statement is not available, then the individual must supply copies of his or her federal tax returns for the prior two (2) years.
 3. If a Proposer is a small business as defined by the United States Small Business Administration, the Proposer may elect to submit copies of its Federal tax return for the prior two (2) years and prepare a Core Staff Labor Rates Sheet, in lieu of a Certified Audited Statement.
 4. A signed statement certifying that no material or significant changes have occurred since the date of completion of the Certified Audited Statement, or the filing of the Federal tax return and the date of the proposal.

III-16 Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Exhibit C, which are attached hereto and incorporated herein by reference. ACORD FORM (or equivalent) must be emailed in pdf format to: contractadmininvoices@flydenver.com.

III-17 Governmental Immunity

Proposers and subcontractors understand and agree that the City, its officers, officials and employees are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 - 120, C.R.S., or otherwise available to the City, its officers, officials and employees.

III-18 Security

After receiving an executed contract, the Proposer shall be deemed a Contractor of DEN. The Contractor (or subcontractor) requiring access to the Controlled Area, Sterile Area or Secured Area shall become a

“Participant” in the Airport Security Program and remain in good standing in order to retain Airport Security privileges.

Participant guidelines are outlined in DEN Rules and Regulations Part 20. A Contractor must be sponsored by an Air Carrier, Tenant or by the City. Once a Contractor company has been sponsored, they must designate an Authorized Signatory.

The sponsorship establishes that a Contractor (or subcontractor) has legitimate business at the Airport. All construction Contractors must submit a Participant Sponsorship form signed by their sponsor. A company sponsoring a Participant shall immediately notify Airport Security when any sponsorship is terminated.

A subcontractor company working under its own entity must be sponsored by a Contractor company. The subcontracting company must designate its own Authorized Signatory(ies).

Each Participant shall designate an Authorized Signatory to ensure the Participant’s compliance with the Airport Security Program and act as the point of contact between the Participant and Airport Security. The Authorized Signatory shall be designated in writing to Airport Security by the Participant.

The Authorized Signatory is responsible for signing and verifying all information on the DEN Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory’s responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

The security status of the Airport is subject to change without notice. Should the security status of the Airport change at any time during the term of the Contract, a written notice shall be issued to the Contractor, detailing all applicable security modifications. The Contractor must take immediate steps to comply with those security modifications.

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN’s costs, including the DEN’s labor costs for re-coring doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract.

Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual’s employment. Pursuant to 49 C.F.R. Part 1520.04-10(d) a fee shall be assessed against any employer who fails to return an Airport ID badge or security keys upon the termination of an individual’s employment, transfer, or completion of a project or contract. An additional fee may be requested to cover the administrative cost of processing a lost badge or security key.

III-19 Airport Identification (ID) Badge Requirements

All individuals employed at the Airport with Secured Area access, or working in the Terminal, Concourses or Parking and Ground Transportation facilities, must obtain an Airport ID Badge. Airport ID Badges will be issued by Airport Security. All Airport ID Badges shall be and remain the property of the Airport. The Airport ID Badge must be surrendered on demand to Airport Operations and/or a Contract Security Guard.

An individual employed by more than one (1) company, or changing employers, must obtain an Airport ID Badge for each company. Badge color indicates general areas and levels of authorization in relationship with direct support of an individual's job function. Badge color does not determine access. The respective classes of Airport ID Badges, indicated by badge color and associated driving endorsement icon, describe driving privileges in direct correlation with job function.

The individual must complete an application, on a form prepared and currently approved by Airport Security. Two (2) valid forms of identification must be presented with the application, one of which must be a government-issued photo identification. The second form of identification must verify proof of citizenship (i.e., birth certificate or legal residency with work authorization). All information regarding the individual's name, age, gender and other vital statistics on both forms of identification must be consistent and verifiable.

A Denver International Airport Fingerprinting and Badge Application, Security Threat Assessment (STA) and Criminal History Record Check (CHRC) must be completed for everyone requesting an Airport ID Badge. Denver International Airport Fingerprinting and Badge Applications are available from the Airport Security Office. Allow adequate time for processing of the STA and CHRC.

The individual must view a training film on DEN Rules and Regulations as they pertain to overall security and pass a corresponding test to assure understanding of the Rules and Regulations.

If the individual requests driver authorization, a valid driver's license must be presented, and the individual must view a training film on DEN Rules and Regulations as they pertain to overall Movement of Vehicles in the Secured Area and pass a corresponding test to assure understanding of the Rules and Regulations.

A construction orientation specific to the project must be conducted. A designated time for this session must be coordinated with Planning and Development and Airport Operations.

A lost or stolen Airport ID Badge must be immediately reported to Airport Security. For a replacement Airport ID Badge, a new Denver International Airport Fingerprinting and Badge Application must be completed and signed by the Company(s) Authorized Signatory. A non-refundable fee must be paid for a replacement Airport ID Badge.

If for any reason the Airport ID Badge becomes inoperable or damaged, the Airport ID Badge holder shall return that badge to Airport Security, and a replacement badge will be issued. A replacement fee may be assessed should the damage be attributable to the negligence of the employee who was issued the badge.

When an employee is terminated, the Contractor company shall immediately notify Airport Security. This notification must be followed by the return of the Airport ID Badge and written confirmation of this information. The Contractor company must recover Airport ID Badges from individuals whose employment at the Airport has been terminated. The Contractor company shall notify Airport Security in writing when a subcontractor is no longer under the Contractor company's sponsorship. All Airport ID Badges must be returned to Airport Security.

An employee possessing a valid Airport ID Badge may escort other individuals into the Secured Area(s) under the conditions listed in the DEN Rules and Regulations Part 20. If the project is extended, DEN's Project Manager must submit a new Sponsorship Form with a new expiration date. This can be accomplished thirty (30) calendar days prior to expiration of the Airport ID Badge. An application revision must be completed for each employee still required on the project if the badges have expired.

III-20 Background Checks

Every individual requesting an Airport ID Badge must complete a CHRC and a STA for unescorted access to the Sterile and Secured Area(s).

If an applicant has been convicted of a crime or found guilty by reason of insanity or has been arrested for any of the disqualifying crimes or is awaiting judicial proceedings, they may be ineligible to obtain an Airport ID Badge. A list of the disqualifying crimes may be found in 49 C.F.R. 1542.209.

III-21 Vehicles in the Secured Area

All Contractor employees who are required to drive in the Sterile and Secured Area(s) unescorted to perform their jobs are required to complete a training film on DEN Rules and Regulations as they pertain to overall movement of vehicles in the Sterile and Secured Area(s) and pass a corresponding test to assure understanding of the DEN Rules and Regulations.

All unescorted vehicles must display a current Airport Contractor Vehicle Permit (Permit). Permits are available from Airport Security. An application form must be completed, signed by an Authorized Signatory, and all applicable permit fees must be paid for each Permit requested, and it must be signed by the Authorized Signatory. A Permit is required for each state licensed vehicle, and the vehicle Permit is not transferable.

The Contractor shall purchase and maintain in force a minimum of Ten Million Dollars (\$10,000,000.00) in combined, single-limit automobile insurance for bodily injury and property damage liability per accident or occurrence.

III-22 Violations

Any Contractor employer not regulated under 49 C.F.R. Part 1544, Aircraft Operator, will be responsible for payment or reimbursement to DEN of any Civil Penalties imposed by the Transportation Security Administration (TSA) for individual security violations by their employees and/or subcontractor employees for violations under 49 C.F.R. Part 1542.

A Contractor employee may be personally subject to Civil Penalties imposed by TSA for individual security violations committed by Contractor employees and/or subcontractor employees under 49 C.F.R Part 1542.

Everyone who is issued an Airport ID Badge shall comply with all Security Advisories, Rules and Regulations Governing the DEN Rules and Regulations, the CEO Directives and the Denver International Airport Standard Policies and Procedures regarding Airport Safety, Security and Operations. The failure of any individual to comply with such Security Advisories, rules and directives, etc. will result in the issuance of a Violation Notice and may result in the assessment of a Federal Civil Penalty and/or the denial, suspension or revocation of their Airport ID Badges.

III-23 Diversity and Inclusivity in City Solicitations

Each Proposer shall, as a condition of responsiveness to this solicitation, complete and return the "Diversity and Inclusiveness in City Solicitations Information Request Form" with their proposal. Using the "Diversity and Inclusiveness in City Solicitations Information Request Form," please state whether your firm has a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information provided on the "Diversity and Inclusiveness in City Solicitations Information Request Form" will provide an opportunity for DEN contractors to describe their own diversity and inclusiveness practices.

Proposers are not expected to conduct intrusive examinations of its employees, managers, subcontractors or business partners in order to describe diversity and inclusiveness measures. Rather, DEN simply seeks a description of the Proposer's current practices, if any.

Diversity and Inclusiveness information provided by Proposers in response to DEN solicitations for services or goods will be collated, analyzed and made available in reports consistent with the Mayor's Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

For DEN to consider a proposal, Proposers must complete the electronic version of the Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.** The form is found at:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

The Diversity and Inclusiveness Form is separate from the requirements established by the Division of Small Business Opportunity (DSBO) and must always be completed – regardless of whether there are any DSBO goals assigned to this project.

III-24 **Wage Ordinances**

The services being requested in this RFP may involve services that are covered pursuant to Article IV of Chapter 20, D.R.M.C., which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Proposer agrees that any contract with DEN shall include a requirement that Proposer will comply with the provisions of D.R.M.C. relating to living, minimum and prevailing wages, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the resulting contract. Additionally, Proposer agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

III-25 **Conflicts of Interest**

An organizational conflict of interest occurs when, because of the relationship between two organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

If the Submitter currently has existing contracts with the City for work at DEN, including any contracts held by Proposer's parent, affiliates or subsidiary corporations, this could pose a conflict of interest and could place your Proposal in jeopardy of being rejected for conflict of interest. If the Proposer believes a conflict of interest may exist but can be mitigated, please describe the steps it proposes that it will take to mitigate the conflict.

If the City identifies a conflict of interest that is not identified by the Proposer in its response, the City may find the Proposer to be non-responsive. If the City identifies a conflict during the course of the contract and the Proposer failed to disclose such conflict, the City may terminate the contract for cause or convenience at the discretion of the City.

III-26 Collective Bargaining Agreement

An unknown percentage of the Qualified Workers, as defined by Executive Order No. 136, are covered by a collective bargaining agreement with the existing contractor. The City and County of Denver is not a party to the collective bargaining agreement, nor does it have an ordinance or policy requiring the successful Proposer to enter into a collective bargaining agreement.

III-27 Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

END OF ADMINISTRATION INFORMATION

IV. PREPARATION OF PROPOSAL

IV-1 Preparation of Proposal - Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth in the Proposal Forms, which are attached hereto. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations or erasures in its proposal. The Proposer shall not delete, modify or supplement the printed matter on the forms which are included in "Attachment 1, Proposal Forms" or make substitutions thereon. The Proposer's completed Proposal Forms and Proposal Narrative shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on the DEN Website.

An authorized representative of the Proposer shall execute Attachment 1, Part 1 of its Proposal Forms – the "Proposal Acknowledgment Letter."

- If the Proposer is a corporation, it shall upon execution of the Contract provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.
- If the Proposer is a partnership, the Proposer must include with its proposal evidence satisfactory to DEN that the partner signing the proposal has the authority to do so.
- If the Proposer is a joint venture, the Proposer shall submit with its proposal a notarized copy of the joint venture agreement. That agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to DEN for completing all the work and to third parties for all duties, obligations and liabilities which arise out of the joint venture's performance of the work.

IV-2 Preparation of Proposal - Proposal Narrative

A. GENERAL

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- Contract Name
- RFP #
- Proposer's name
- Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- Proposals shall be printable on 8 ½" x 11" paper
- Proposals shall use the font type and size of Times New Roman 12 point.
- **Proposals shall be in a format and in the order the Narrative Content is listed below.**
- Proposals shall include a table of contents.
- Proposals shall include tabbed or bookmarked sections as appropriate.
- **The proposal narrative shall not exceed 25 pages.** This page limit does not include the cover letter, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement, additional pages to describe disclosure of legal and administrative proceedings and financial condition, tabs, or DEN-required forms.

- Resumes shall be limited to one (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- Proposals which contain unnecessarily elaborate artwork are discouraged.
- Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- Exhibit B shall be submitted separately from the main proposal

IV-3 Proposal Narrative Contents

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Cover Letter

The Proposer shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It shall include the full name of the company or joint venture members and all proposed subconsultants. If the Proposer is made up of more than one (1) company, the legal relationship between those companies must be described. The cover letter must include a statement committing the availability of the key personnel identified in Section 4, below, to perform the work for the duration of the Contract term. The letter must be signed by a person who is authorized to sign a contract with DEN. This signatory shall be the same person identified in in Attachment 1, Part 1 Proposal Acknowledgement Letter, as the authorized representative.

If the Proposer believes any information, data, process or other material in its proposal should be considered by DEN to be confidential or proprietary, the Proposer shall identify that material with specificity as to the page and paragraph and on what basis it believes the material is proprietary or confidential. Proposals with all materials marked “Confidential” will be treated as if none of the materials are confidential.

Narrative Contents
1. Cost Effectiveness
2. Equity, Diversity, and Inclusion Plan
3. Understanding the Project
4. Proposed Work Plan and Approach
5. Key Personnel and Ability to Respond

1. Cost Effectiveness

Cost-effectiveness is essential for a successful project delivery based on each task. Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality. Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project. Describe the Proposer’s process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal. Describe methods used to manage subconsultants to maintain effectiveness and quality.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results. Describe the competitive

edge your proposed team provides to DEN from a cost-savings perspective. Please describe any processes unique to your company or team that adds value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

2. The City is committed to advancing its vision of business equity, diversity, inclusion, and sustainability through growing the capacity of our historically underutilized multicultural businesses which shall include businesses and those owned by various ethnicities, genders, veterans, LGBTQ+, and individuals living with disabilities, as well as those in economically distressed or redlined neighborhoods. As previously stated in the City's Values Statement, the City will provide significant contracting opportunities among these historically underutilized multicultural businesses and ensure they benefit from the contract. Aligning with the City's intention to contract with historically underutilized multicultural businesses, this contract's historically underutilized multicultural business engagement initiatives are intended as a part of the City's values and commitment to ensure historically underutilized multicultural businesses are actively and impactfully participating throughout the life of the Project. The City believes that the utilization of these historically underutilized multicultural businesses is a best value in the procurement of its contracts, and the award of proposals of this Project will be determined, in part, on the Proposer's commitment to the growth and sustainability of historically underutilized multicultural businesses. As specified in the City's values, it is the City's expectation that the Proposer exemplify its alignment to that of the City's values and EDI as part of their business culture and practice.

The Proposer shall describe what they have done to engage with historically underutilized multicultural businesses in their ongoing operations. The engagement should be an innovative, comprehensive, open, and transparent approach that makes a significant impact through the promotion of equity, diversity, and inclusion to improve opportunities that ensure fair and just access to jobs, housing, education, mobility options, and healthier communities. This engagement may include, but is not limited to, utilization of historically underutilized multicultural businesses, mentor / protégé programs, prompt payment, workforce expansion, joint ventures, technical assistance, access to capital platforms and community outreach.

Proposer's response in the form of a plan should include, but is not limited to:

- A. Equity, Diversity and Inclusion Strategies. Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer's organization.
- B. Technical Assistance & Support Services. Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners. Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

- C. Procurement Process. Describe Proposer’s procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.
- D. Communication and Proposer Management. Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.
- E. Past Performance. Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally. Describe practices of Proposer’s efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

Describe times when Proposer has been successful in promoting the participation of historically underutilized multicultural businesses and/or any assistance provided to the historically underutilized multicultural businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized multicultural businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized multicultural business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized multicultural businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized multicultural businesses performing as prime), and community outreach.

- F. Proposer’s Culture. Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.
- G. Future Initiatives. Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally. Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion. Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

General Small Business Enterprise (SBE) Defined Pool Guideline

The Division of Small Business Opportunity (DSBO) has designated a Small Business Enterprise (SBE) requirement for this project, submittal requirements for which are set forth below. This procurement and resulting contract are governed by Article VII, of Chapter 28 of the Denver Revised Municipal Code (D.R.M.C.) (the “DSBO Ordinance”) and accompanying rules and regulations (collectively, the “SBE

Program”). Throughout the life of the contract, the awarded Contractor (the “Contractor”) will be required to comply with the SBE Program. Failure by the Contractor to comply therewith during the performance of the contract is a material breach of the contract, which may result in the imposition of sanctions on the Contractor, as deemed appropriate by DSBO.

Small Business Enterprise (SBE) Defined Pool Program

The City and County of Denver (“City”) is committed to advancing its vision of equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses, which include SBE firms, providing significant contracting opportunities, and ensuring they benefit from said contracts.

Counting SBE Participation

During performance, accounting of SBE participation will be maintained for all purchase orders, task orders, and work orders, which participation will collectively be applied to the contract’s overall SBE self-performance attainment.

If the SBE is a supplier, the degree to which their participation counts towards satisfaction of the SBE self-performance requirement varies. If materials or supplies are obtained from a SBE manufacturer, one hundred percent (100%) of the cost of the materials or supplies counts toward the requirement. Sixty percent (60%) of the value of the commercially useful function performed by SBE regular dealers counts toward satisfaction of the requirement. Only the bona fide commissions earned by manufacturer representatives or brokers for their performance of a commercially useful function counts toward meeting the requirement. Therefore, Submitter must separate bona fide brokerage commissions from the actual cost of the supplies or materials provided to determine the actual dollar amount of participation that can be counted towards meeting the SBE self-performance requirement.

SBE Responsiveness Requirements

DSBO has designated this procurement as SBE defined pool. Accordingly, award will be strictly limited to certified SBE firms. § 28-207 D.R.M.C. Conditions of responsiveness are listed below; failure to submit a responsive submission constitutes cause for rejection thereof.

A. Certification

Before the submittal due date, the submitter (“Submitter”) must be SBE certified by the City in the NAICS work code(s) that coincide with the scope of work they will be performing for SBE self-performance credit. DSBO maintains an SBE Directory (“Directory”), which is a current listing of SBEs that have been certified by the City. The Directory may be accessed via the DSBO web site at <https://www.denvergov.org/dsbo>.

B. Joint Ventures

If Submitter is participating in a joint venture with a non-SBE firm, submitter must submit the firm’s Joint Venture Agreement to DSBO at least 10 working days prior to the RFP-response submission. The Joint Venture must be approved by DSBO.

A Joint Venture is an association of an SBE firm and one or more other non-SBE firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control,

management, risks, and profits of the joint venture are commensurate with its ownership interest.

DSBO will count a portion of the total dollar value of the joint venture contract toward the SBE self-performance requirement equal to the distinct, clearly defined portion of the work that the SBE performs with its own forces in a NAICS code in which the firm is SBE certified. The joint venture agreement MUST specify the services, dollar value, reporting structure, and details of the SBE's performance requirements associated with their percent of the joint venture ownership.

C. Authority

The DSBO Ordinance and rules and regulations promulgated pursuant thereto apply to this project and are incorporated into these solicitation documents by reference. Compliance with those, and any additional requirement contained herein, are conditions of responsiveness. The DSBO Ordinance, its accompanying rules and regulations, and additional SBE guidance are available here: <https://www.denvergov.org/dsbo>. Submitter is encouraged to contact the procuring agency/Buyer with specific questions related to compliance therewith, who will coordinate with DSBO to reply to Submitter's questions.

3. Understanding the Project

Prepare a statement which describes the Proposer's understanding of the work involved in performing the Scope of Work. Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

4. Proposed Work Plan and Approach

Prepare a description of the Proposer's project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer's existing project management control methods and progress reporting systems. Any products obtained from the Proposer's systems must be in a format which shall allow direct input into DEN's Microsoft Excel and Microsoft Word systems.

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer's and subcontractor's (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11" x 17" if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.

Describe the Proposer's current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor.

The Exhibit B Core Staff Labor Rates is specific to the individual employee assigned to the project, not the job title. All salaried Core Staff personnel or hourly employees not covered by Prevailing Wage for both the Contractor and subcontractor(s) assigned to this Contract must have their individual hourly billing rates approved prior to commencing work at DEN. Any subsequent change(s) in personnel from those identified in the original Contract must also have their hourly billing rate approved prior to commencing work at DEN.

Exhibit B is to be submitted as a separate electronic file.

6. Company Experience and Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

At a minimum, the following information shall be included as appropriate to the Scope of Work:

- Project name
- Project description and contract value
- Scope of Work
- Location
- Owner name, address, current contact person, and telephone number
- List any subconsultants and percentage of work performed
- Gross fees
- Outcome/result

V. EVALUATION OF PROPOSALS

V-1 Evaluation of Proposals

DEN's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in interviews to be held in the presence of the Evaluation Committee. DEN may, in its sole discretion, consider a Proposer's comments on the Sample Agreement or other proposed terms and conditions. DEN shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive and responsible.

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the CEO in determining which proposal(s) to recommend for award. However, the CEO has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of DEN. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

V-2 Past Performance

If a Proposer has performed prior work at DEN, documented instances in which the Proposer failed to perform under the terms of the contract may be reviewed as part of DEN's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposer's proposal including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.

V-3 Shortlisting and Interviews (If Necessary)

The Evaluation Committee will prepare an initial evaluation, in accordance with this Section V. The Evaluation Committee, may, at its discretion, invite the highest ranked Proposers for in person interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from Proposers. The Evaluation Committee may provide questions to Proposers in advance of the interview. In the interest of minimizing Proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- Introduce new information at interviews not in the original written proposal;
- Change or alter the proposed business terms or concept in any way.

Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited Proposers may be asked to prepare a presentation, lasting no longer than 30 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview, no additional time will be provided.

The presentation must be in a PC compatible format utilizing standard MS Office Suite including PowerPoint. Proposers may use a PowerPoint presentation in their interview.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the CEO authorizes direct negotiations with a Proposer.

V-4 Best and Final Offers

DEN, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by DEN. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The Contract Administrator Agent shall coordinate the Proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all Proposers. If DEN requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, DEN reserves the right to evaluate BAFOs by use of a narrative.

V-5 Evaluation Criteria

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist DEN in selecting the most qualified Proposer(s) for this opportunity. Evaluation criteria that will be used as follows, listed in no particular order.

Evaluation Criteria		Evaluated Weights
1.	Cost Effectiveness/Pricing	10%
2.	Equity, Diversity, and Inclusion Plan	15%
3.	Understanding the Project	25%
4.	Proposed Work Plan and Approach	20%
5.	Key Personnel and Ability to Respond	30%

VI. ATTACHMENT 1, PROPOSAL FORMS

Attachment 1, Part 1 Proposal Acknowledgement Letter

**City and County of Denver
Denver International Airport**

Proposer: _____ Date: _____

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 7, 2024, for RFP NO. 202372050, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: _____

Type or print name: _____

Proposer’s Business Address: _____

E-mail address: _____

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: _____

Proposer Address: _____

Phone: _____ Fax _____

Email: _____

Federal Identification Number: _____

Principal in Charge (Name & Title): _____

Project Manager for this RFP (Name & Title): _____

Equal Employment Opportunity Officer: _____

Name(s) of Professional and Public Liability Insurance Carrier(s):

**Parent Company Information
(If Applicable)**

Name of Company: _____

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: _____

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

2. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

3. Company Name: _____
Contact: _____
Project Title: _____
Email: _____
Phone Number: _____

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature _____ Title _____

Print Name _____

Date _____

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that _____ (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature _____ Title _____

Print Name _____

Date _____

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

Attachment 1, Part 4 Exhibit B

EXHIBIT B

The Pricing Forms which apply to this contract are included as a separate MS Excel attachment in BidNet.

These pages are not included in the page numbering of this contract document.

VII. ATTACHMENT 2, INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The insurance requirements relative to this contract are contained in the pages immediately following this page.

These pages are not included in the page numbering of this contract document.

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: contractadmininvoices@flydenver.com

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

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

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

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

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.

- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
 - d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**

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

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

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

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

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

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

D. Reference to Project and/or Contract

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

E. Additional Insured

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

F. Waiver of Subrogation

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

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

G. Notice of Material Change, Cancellation or Nonrenewal

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

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

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

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

J. Part 230 and the DEN Airport Rules and Regulations

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

VIII. ATTACHMENT 3, DIVERSITY AND INCLUSIVENESS IN CITY SOLICITATIONS

For the City or the City Agency to consider a bid/proposal, Proposers must complete the on-line Diversity and Inclusiveness in City Solicitations Form – then **save an electronic copy of the completed form and include the electronic copy as part of its proposal. A proposal or response to a solicitation by a Proposer that does not include this completed form shall be deemed non-responsive.**

Click on the following link to access the on-line form:

<https://us.openforms.com/Form/57f3a8ea-39b7-4115-be17-1770f38d3cf6>

Using the form found in link above, please state whether you have a Diversity and Inclusiveness program for employment and retention, procurement and supply chain activities or customer service, and provide the additional information requested on the form. The information provided on the Diversity and Inclusiveness in City Solicitations Form will provide an opportunity for City Proposers to describe their own diversity and inclusiveness practices. Proposers are not expected to conduct intrusive examinations of their employees, managers or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the Proposer's current practices, if any. Diversity and Inclusiveness information provided by City Proposers in response to City solicitations for services or goods will be collated, analyzed and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from Proposers will be in such reports.

IX. ATTACHMENT 4, SAMPLE AGREEMENT

SAMPLE AGREEMENT

The Sample Contract form and required Federal provisions are contained in the pages immediately following this page. The complete contract will include other exhibits in addition to the form and the Federal provisions.

These pages are not included in the page numbering of this contract document.

SAMPLE AGREEMENT

Notice to Proposers:

City Required Contract Provisions

The following contract provisions are required in every contract issued by the City. The language of each clause is drafted in accordance with Federal, State, and City law and policy and are not subject to modification. Accordingly, Proposers should carefully review this Sample Agreement provided with the Request for Proposals, including these required provisions, in preparation of their proposals.

1. Standard Federal Provisions contained in the Contract and the Exhibit or Appendix
2. Minority/Women Owned Business Enterprise (DEN-funded), Small Business Enterprise (DEN-funded) and Disadvantaged Business Enterprise (Federally-funded) requirements
3. MWBE Prompt Pay (if applicable) and City Prompt Pay
4. Prevailing Wage Ordinance
5. City Minimum Wage provisions; worker retention provision if applicable
6. Insurance Requirements
7. Defense and Indemnification (subject to very limited exceptions and approval; Proposer must provide comments and any provisions it ***cannot accept with its Proposal***)
8. Disputes/Dispute Resolution (see D.R.M.C. § 5-17 and DEN Rules and Regulations Part 250)
9. Compliance with All Laws and Regulations/with Patent, Trademark and Copyright Laws (subject to very limited exceptions and approval) compliance with all Executive Orders including drugs/alcohol/tobacco
10. Governing Law and Venue
11. Bond Ordinances
12. Force Majeure
13. Taxes and Costs
14. Environmental Requirements
15. Records Retention and Other Standard City Provisions, including but not limited to:
16. Diversity and Inclusiveness
17. No Discrimination in Employment
18. Advertising and Public Disclosure
19. Colorado Open Records Act
20. Examination of Records and Audits, including Federal and City Auditor provisions
21. Conflict of Interest
22. Sensitive Security Information, DEN Security, Badging, and other Security Provisions

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional preconditioned air device maintenance and repair services for passenger loading bridges; and

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

WHEREAS, Contractor’s proposal was selected for award of the Passenger Loading Bridge Pre-Conditioned Air Unit Service project (the “**Project**”); and

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

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

1. **LINE OF AUTHORITY:**

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

2. **SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:**

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with Task Orders, schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through a Task Order or similar form issued by the CEO and signed by the Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Task Orders. The Project Manager will issue task orders for work to be completed under this Agreement (“**Task Orders**”). The terms of each Task Order must include but are not limited to information regarding schedule, staffing, and pricing. The Director may reduce or increase the scope of work and/or staffing required by a Task Order and the time and cost of performance shall be adjusted to reflect the time and cost resulting from the reduction or increase. In the City’s sole discretion, the Project Manager may elect to directly solicit or competitively procure the work under each Task Order.

C. Standard of Performance.

i. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement, including any design elements of any authorized Task Order.

D. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

E. Subcontractors.

i. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO’s approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

ii. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

iii. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

iv. Contractor is subject to Denver Revised Municipal Code (“**D.R.M.C.**”) § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any

payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

v. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

F. Personnel Assignments.

i. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement, including Task Order(s), to perform work under this Agreement (“**Key Personnel**”). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

ii. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

iii. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement or Task Order(s), the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

iv. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or

otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”).

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

i. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

iii. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement

shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

vi. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

vii. No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **X Dollars and X Cents (\$X)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement, including in any Task Order(s), up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement

nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier, are set forth in *Exhibit B*. The Project Manager, in his or her sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date through a Task Order applicable to future work as further provided in the Task Order. Hourly rate adjustments shall not exceed the Denver-Aurora-Lakewood Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics.

E. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

F. Invoices. Unless otherwise provided in a Task Order, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;
- iii. Include the relevant purchase order ("**PO**") number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to ContractAdminInvoices@flydenver.com.

viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

G. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

H. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement or any Task Order, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

I. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. **SBE, WAGES AND PROMPT PAYMENT:**

A. Small Business Enterprise.

i. This Agreement is subject to Article VII of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-201 to 28-236 (the "SBE Ordinance"), and the Rules and Regulations promulgated pursuant thereto. This Agreement is also subject to the defined selection pool requirements of the SBE Ordinance. The Contractor is a certified Small Business Enterprise ("SBE") and pursuant to § 28-208, D.R.M.C., the Contractor is required to self-perform a minimum of 30% of the contract work.

ii. Under § 28-222, D.R.M.C., the Contractor has an ongoing, affirmative obligation for the duration of this Agreement to comply with the SBE defined selection pool requirements and with the SBE self-performance requirements upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting this Agreement through change order, contract amendment, force account, or other modification under § 28-223, D.R.M.C. The Contractor acknowledges that:

a. It must establish and maintain records and submit regular reports, as

required, which will allow the City to assess the Contractor's compliance with the defined selection pool requirements and SBE self-performance requirements.

- b. Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of this Agreement, upon any of the bases under § 28-223, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City. Any increase in the scope of services of this Agreement, whether by amendment or other modification, which increases the dollar value of the Agreement, if such change is within the scope of work designated for performance by the Contractor at the time of award of this Agreement, shall be promptly submitted to the DSBO.
- c. The Contractor shall achieve defined selection pool requirements and self-performance requirements with respect to such changed scope of work by performing such work.
- d. The Contractor shall supply to DSBO documentation required by ordinance with respect to the increased dollar value of this Agreement. The Contractor shall not, during the term of this Agreement:
 - I. Fail to in fact perform as an SBE to achieve the work scope originally listed at proposal submission in order to achieve defined selection pool and self-performance requirements; or
 - II. Modify or eliminate all or any portion of the scope of work upon which self-performance is based and the contract was awarded, unless directed by the City.
- e. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-229 of the SBE Ordinance.
- f. Should any questions arise regarding SBE and DSBO requirements the Contractor should consult the SBE Ordinance or may contact the DSBO representative at (720) 913-1999.

B. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

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

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

iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

v. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

C. Compliance With Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

D. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor’s inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

8. DEFENSE AND INDEMNIFICATION:

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

B. Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

9. DISPUTES:

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

10. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable

laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

i. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

ii. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

i. Notices of Termination. Notices concerning termination of this Agreement shall be made as follows:

by Contractor to:

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

And by the City to:

XXXXX

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

emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used at the City's direction in writing for Task Order-related communications and transmittals at the City's direction.

F. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

i. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

ii. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

L. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

R. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

S. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

i. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials,

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

ii. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

iii. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

iv. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney’s fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO’s decision.

11. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

ii. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

i. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

ii. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

iii. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

i. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

ii. Contractor represents that, in its Response or Proposal, as applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

iii. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Task Order, if applicable, or City may terminate the Agreement for cause or for its convenience.

12. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“**SSI**”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

13. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of

Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

14. FEDERAL RIGHTS:

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

15. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit B
- Exhibit C

16. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Contractor in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

SAMPLE

X. ATTACHMENT 5, PREVAILING WAGES

PREVAILING WAGES

Prevailing Wage information is contained in the pages immediately following this page.

These pages are not included in the page numbering of this Contract document.

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

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

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: January 8, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Tuesday, January 9, 2024**, and applies to the City and County of Denver for **Building CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20240020
Superseded General Decision No. CO20230020
Modification No. 0
Publication Date: 1/8/2023
(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 (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. 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.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240020 01/05/2024

Superseded General Decision Number: CO20230020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658 or Denver Minimum Wage for 2024, whichever is higher.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered |. Executive Order 14026
|
|into on or after January 30, | generally applies to the
|
|2022, or the contract is | contract.
|
|renewed or extended (e.g., an |. The contractor must pay
|
|option is exercised) on or | all covered workers at
|
|after January 30, 2022: | least \$17.20 per hour (or
|
| | the applicable wage rate
|
| | listed on this wage
|
| | determination, if it is
|
| | higher) for all hours
|
| | spent performing on the
|
| | contract in 2024.
|
|
|_____|

—|
|If the contract was awarded on|. Executive Order 13658
|

|or between January 1, 2015 and| generally applies to the
|
|January 29, 2022, and the | contract.
|
|contract is not renewed or |. The contractor must pay
all|
|extended on or after January | covered workers at least
|
|30, 2022: | \$12.90 per hour (or the
|
| applicable wage rate
listed|
| on this wage
determination, |
| if it is higher) for all
|
| hours spent performing on
|
| that contract in 2024.
|
|_____|_____

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....\$ 41.19 16.74

ELEC0068-012 06/01/2023

Rates Fringes

ELECTRICIAN (Includes Low
Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

Rates Fringes

ELEVATOR MECHANIC.....\$ 51.94 37.335

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.23	12.50

IRON0024-010 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 37.23	12.50

PAIN0079-006 08/01/2022

Rates	Fringes
-------	---------

PAINTER (Brush, Roller and
Spray; Excludes Drywall
Finishing/Taping).....\$ 25.11 10.95

PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 25.81 10.95

PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and
Carpet).....\$ 18.25 14.33

PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER.....\$ 33.51 12.65

PLUM0003-009 06/01/2023

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 42.98	19.77

PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	21.90

SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

SHEE0009-004 07/01/2023

	Rates	Fringes
--	-------	---------

SHEET METAL WORKER (Includes
HVAC Duct Installation;
Excludes HVAC Pipe and Unit
Installation).....\$ 38.47 20.83

SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 18.29	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03

LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 18.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.29 **	0.00
LABORER: Pipelayer.....	\$ 16.96 **	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 18.29 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.29	0.00
WATERPROOFER.....	\$ 18.29 **	0.00

**Office of the Prevailing Wage
Administrator Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2024**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$18.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$18.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$18.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.



DENVER
INTERNATIONAL
AIRPORT

RFP No. 22472250, DEN Passenger Loading Bridge Pre-
Conditioned Air Services

UPM MECHANICAL, LLC

5010 Cook Street
Denver, CO 80261

(303) 426-3900
nate@upmmechanical.com

Nathan Martinez
CEO & Owner

Cover Letter

March 12, 2024

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340
Attn: Kat Herrera, Contract Administrator

Re: Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services

Dear Kat and Members of the Selection Committee:

UPM Mechanical, Inc., a minority owned certified SBE with the City of Denver, is pleased to present our response to your Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services. Our mission is to meet all our customers' needs with the highest professional and ethical standards, and we are excited about the opportunity to do that on this contract.

We partner with our clients, leading and performing with our core values continually in mind:

Commitment - We are committed to customer satisfaction delivered with Integrity, Professionalism and the Highest Standard of Quality in Everything we do. We commit to our Word and Workmanship with the utmost confidence and reliability.

Achievement - We continually strive to achieve an optimal and efficient team in order to best serve our customers.

Safety - We place the highest priority on safety, protecting our valued employees and partners as well as our customers' best interests.

Success - We recognize that our success begins with our customer's success. That's why we strive to provide exceptional customer service and develop good relationships. Our success is also measured by the satisfaction we receive from designing, installing and troubleshooting mechanical systems.

Teamwork - Our people are our greatest strength. The key personnel identified in this proposal are available to do the work for the duration of the contract. We value every internal and external client, working in collaboration to achieve successful project completion. We hold every employee, subcontractor and supplier accountable for our same high standards.

Throughout our proposal, we will demonstrate our knowledge of DEN, the scope of work, our experience in delivering these services, and why UPM Mechanical is the best choice to support you. As an SBE certified firm with the City, we value the opportunities provided to prove our ability, grow our business, and help other underutilized multicultural businesses achieve their goals as well.

UPM Mechanical is committed to providing adequate key personnel available to perform the work for the duration of the contract term. We will appoint several service technicians to this contract to ensure that we have coverage at all times to meet the on-call requirement of providing emergency services with a 48-hour turnaround. We will also have a dedicated service manager and service supervisor appointed to this project at all times. We will ensure that we have the adequate back-up needed for when personnel take vacations and or call in sick. We will maintain our badging and vehicle permitting to allow for this coverage. Nate Martinez is also committed to being involved in this contract as the contract executive.

Thank you in advance for your kind consideration of our proposal, and we look forward to hearing from you soon. If you have any questions or requests for information or clarification, you can reach me at (303) 426-3900 or nate@upmmechanical.com.

Sincerely,

Nathan Martinez

Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:14:05-06'00'

Nathan Martinez
CEO & Owner



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1. Cost Effectiveness

Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality.

UPM’s philosophy on cost effectiveness and efficiency is to treat every situation as if it were to have a direct personal impact to us. We ask ourselves; “Would we want to pay for this level of service? Would we want this quality of work being performed on our personal property?”. We will treat DEN’s money and equipment as if it were our own. We will be efficient in our approach to inspections, maintenance, emergency services and repair work making sure that the work is scheduled, that we have the materials and tools needed and that we have the correct number of personnel available to execute the work safely and with the highest quality. We will notify DEN of all repair work needed and provide an estimate of hours required to complete prior to performing the work and will wait for authorization to proceed.

Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project.

Our quality control philosophy is that we will always assign a journeyman HVAC service tech as the lead for all maintenance, troubleshooting and repair calls associated with this project. Our journeymen are all highly skilled and trained and have gone through a minimum of a 5-year apprenticeship program with the Local Union 208 pipefitters. The majority of our journeyman service technicians have also upgraded their training to Level 3 technicians, requiring an additional 3 years of specialized training.

We also have two service supervisors and a service manager with over 70 years’ experience combined to oversee all work performed within the service department. They will be directly involved in all work and will make jobsite visits periodically and as needed.

In addition to the jobsite visits, service reports are developed by service technicians for every visit and reviewed by the service manager and service supervisor for ensuring completeness of the visit and if any follow-up is required.

Describe the Proposer’s process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal.

UPM Mechanical is an MWBE certified small business, self-performing the majority of the work associated with this contract. Our service technicians are trained to troubleshoot all parts and components relating to the PC air units including refrigeration, electrical, hydronic water and piping, mechanical components, etc. All of our service technicians also have EPA certifications to work on refrigerant-containing equipment.

The crew sizes will be determined based on the task being completed. If just an inspection or maintenance, one service technician can most likely handle this task. If just an electrical component such as a contactor or relay then one service technician can most likely handle this task. If a compressor needs to be replaced or a coil then we will need to assign at least two service technicians to this task. If we are replacing an entire unit or replacing the glycol hose then this may require three service technicians or maybe even four and rental equipment such as a forklift or aerial lift to complete the work.

UPM Mechanical currently has all of our service technicians badged to work at the airport and with escort and driving privileges. All of our service vehicles are also permitted for the airport.

Describe methods used to manage subconsultants to maintain effectiveness and quality.

UPM Mechanical will be self-performing all work relating to the inspection, maintenance, troubleshooting and emergency services scopes of the project. If a PC air unit needed to be replaced, then we may need to subcontract electrical to disconnect and reconnect the power wiring. UPM Mechanical has good working relationships with other MWBE firms and would plan on using either LEI or St. Andrews who are certified through the City and County of Denver.

If hydronic glycol hoses needed to be replaced, then we may need to subcontract to a pipe insulator to make the insulation repairs. UPM has a great working relationship with Reliant Energy Systems which is a MWBE certified firm.

UPM utilizes subcontractors who are familiar with the airport, badged and insured. They will conduct a site visit with us to show them the work and have them provide an estimate. We would then make DEN aware of this estimate for approval. Once approved, we would issue them a subcontract detailing the scope of work and contract requirements. Contract requirements would include the badging, insurance, certified payroll, specifications, safety, quality, as well as any other contract requirements. We would host a pre-work meeting with them to discuss the safety hazards and mitigations of the project. We would supervise all of their work and would schedule an inspection with DEN to approve their work once completed. Once approved, we would submit their invoice and would get them paid upon receiving payment from the airport.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results.

UPM Mechanical has performed work on these PC air units under a contract we had with Sky Blue Builders titled “DEN PC Air Unit Inspection and Service” in 2022 and 2023. Under this contract we became very familiar with these units. We were able to access the software from the PC air unit manufacturer that we have downloaded on our service technicians’ laptops for

troubleshooting. The service technicians are able to connect their laptops to the equipment controllers to access alarms and codes for troubleshooting. This was a huge help with this contract. We plan to utilize this same process for this contract.

Our scope of work included an investigation and reporting of deficiencies to DEN and repairs to specified units to get them operational. Repairs included electrical components such as contactors and relays and refrigeration repairs such as leaks at seals and connections. We would evacuate the refrigerant, make the repairs, pressure test, pull a vacuum then recharge refrigerant. We also replaced coils in these units in addition to replacing the entire units.

We will utilize our past performance on these units to hit the ground running if we are given the opportunity to be awarded this contract.

We will also maintain a good working relationship with the DEN HVAC and facility personnel to utilize their past experiences of working on these types of units.

Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective.

The biggest competitive edge UPM provides to DEN is as follows:

- UPM is already badged and insured to provide these services on day 1 of the contract.
- UPM already has permitted vehicles able to access these units.
- UPM has already performed work on several of these units under the contract mentioned above, direct to DEN for service calls and also direct to the equipment manufacturer Twist Aero for warranty work. We are very familiar with the work that is required and can hit the ground running on day 1 of the contract.
- UPM utilizes a field service management software for efficient flow of information for service reports, tasking sheets, time entry, purchase order and invoicing. This software reduces the amount of time a service technician and service manager need to spend on paperwork.
- UPM has a great working relationship with the manufacturer of these PC air units, having done a lot of their service warranty calls at the airport.

Please describe any processes unique to your company or team that add value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

UPM will appoint a service manager and service supervisor to oversee the work. The service manager and service supervisor have field experience so they know what to look for. They are involved with every visit from receiving the initial call, to dispatching the service tech, to approving all repair work, for reviewing service reports and generating invoices.

We use a field service management software called BuildOps that does our quoting, dispatching, service reporting, purchase orders, tasking sheets for maintenance and invoicing. Everything is done electronically and is updated in real time. This allows us to operate very efficiently with everyone in the know.

All of our service technicians have laptops assigned to them. These laptops have the PC air unit manufacturer software downloaded to them. The service techs will be able to connect their laptops to the equipment for access to alarms and codes for troubleshooting.

Our safety program will include the following steps:

- Produce a site-specific safety plan for the project.
- All service technicians, service supervisors and service managers will review, approve and sign the site-specific safety plan.
 - Subcontractors are also required to review and sign the SSSP.
- Service technicians are required to submit daily job hazard analysis forms.
- Service technicians are required to review the AHA's that are included in the SSSP for all major tasks.
- Service managers/supervisors are required to perform jobsite safety inspections and submit an inspection report to the safety manager for compliance review.

2. Equity, Diversity and Inclusion Plan

A. Equity, Diversity and Inclusion Strategies

Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer’s organization.

UPM Mechanical is an MWBE certified firm and will be self-performing the majority of the work associated with this contract. Subcontracting opportunities will include electrical and pipe insulation. We also team with other MWBE firms for these two trades of work. We have worked with LEI and St. Andrews for electrical and Reliant Energy Systems for mechanical insulation.

UPM Mechanical would commit to reaching out to other MWBE firms as well who may not do a lot of work at the airport to also get them involved in this contract. We would be open to sponsoring them and training them in the airport requirements to perform work. However, they would need to be willing to make the investment to work at the airport for these small scopes of work that they may be performing. Equipment replacements and hose replacements are not anticipated to be the majority of this work.

B. Technical Assistance & Support Services

Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners.

UPM would be willing to coach other MWBE firms in the following aspects for doing work at the airport:

- Badging – coaching them through the authorized signatory process and tasks required to get their people badged.
- Insurance – coaching them through how to obtain umbrella insurance coverage required to perform work at these PC air units. This would also include how they would handle this additional cost within their financial structure.
- Vehicle Permitting – coaching them through developing a driver training program and the process of permitting vehicles at the airport.
- Compliance Reporting – coaching them through compliance reporting for the airport.

Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are



not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

Nate Martinez, owner of UPM Mechanical, would also be willing to help on an owner-to-owner basis. Such assistance would include:

- Access to Capital – coaching through the process of submitting for operating capital loans and lines of credit.
- Financial Reporting – monthly interim financial reporting is essential to obtaining lines of credit and bonding.
- Bonding and Insurance Support – UPM’s bonding and insurance broker is IMA. Nate would be willing to make the introduction to IMA as they are a great resource.
- Safety and Quality Control Plans – coaching through the process of developing and implementing safety and quality control plans.
- Business Processes – coaching through specific business processes.

C. Procurement Process

Describe Proposer’s procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

UPM Mechanical, being an MWBE certified firm, will try and team with other MWBE firms as much as possible to offer as much participation as a whole for the contract. This includes utilizing MWBE firms in addition to asking non-MWBE firms to also obtain the highest percentage possible for utilization of small business for subcontracting.

D. Communication and Proposer Management

Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.

The firms that UPM Mechanical typically works with at the airport are all very familiar with the requirements. Electrical firms such as LEI and St. Andrews have been working at the airport for many years. Reliant Energy Systems for mechanical insulation has also been at the airport for many years. These companies don’t really need any sort of assistance.

However, as mentioned above, we are willing to work with other firms interested in doing work at the airport to provide assistance to them in establishing a presence for airport work.

E. Past Performance

Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally.

Promoting externally is teaming with other MWBE firms on our contracts. We can provide multiple copies of contracts to MWBE firms if the airport is interested in this past performance documentation.

Promoting internally is teaming with our local unions in job fairs and recruitment events. We attend these events in underprivileged areas and organizations. We have done several for Denver Public Schools.

Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

As a union contractor, we are required to hire from the union. We, as a company, try and maintain a 30% apprentice to journeyman ratio to promote the mentorship and development aspect of the industry. We realize the importance of youth mentorship and have been willing to make the investment towards workforce development in our industry.

Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

UPM Mechanical has promoted these values with their approach to small business teaming with other small business. We typically approach other small business for our subcontracting opportunities before large business. Although, our subcontracting opportunities are a lot less than that of a General Contractor due to us self-performing most of our work as a specialty trade contractor, we are still committed to offering other small business opportunities when we can.

Describe times when Proposer has been successful in promoting the participation of historically underutilized multicultural businesses and/or any assistance provided to the historically underutilized multicultural businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized multicultural businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized multicultural business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized multicultural businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized multicultural businesses performing as prime), and community outreach.

UPM has teamed with other small businesses multiple times on various projects. This has become standard practice for us. It's the rare occasion when this doesn't happen on a project and typically has to do with availability and facility requirements.

We have also on many occasions paid our subcontractors before we were paid to help with their cash flow concerns.

F. Proposer's Culture

Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- Teaming with other small businesses.
- Attending job fairs and recruitment events.
- 30% apprentice to journeyman ratios to promote workforce development.
- Promoting equal employment opportunity in all agreements to subcontractors and vendors as well as all hiring form and processes.

G. Future Initiatives

Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.

Nate Martinez, owner of UPM Mechanical, plans to work with other small business firms over the next 5 years to assist them with becoming certified through the city and county of Denver, business processes and systems, bonding and insurance, access to capital, access to resources, etc. This is a major focus of his as UPM Mechanical begins to graduate out of the small business program over the next 10 years.

Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

Practices would include promoting apprenticeship programs. Practices would also include being involved with organizations such as HCC, AGC and SBA to assist with training for other small businesses.

Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

The overall plan is to be involved with community outreach and training programs.

3. Understanding the Project

Prepare a statement which describes the Proposer’s understanding of the work involved in performing the Scope of Work.

UPM Mechanical would be responsible for the following –

- Maintaining the DEN badging security protocol. This would include following all rules and regulations for badging compliance and ensuring that our employees are also following these rules. We will maintain good badging practices and badging logs to ensure that we are helping the airport maintain a safe and secure experience.
- Maintain insurance coverage for accessing the PC air units.
- Maintain vehicle permitting and driver training programs for safe traveling on the tarmac.
- Maintain safety and quality control practices for all work being performed.
- Maintain a group of service technicians experienced in working at the airport and that are badged and permitted to drive at the airport for proper coverage for this contract.
- Maintain an on-call emergency services process for a 48 hours response time.
- Maintain a service management process for dispatching technician’s, communication and coordination with airport personnel, quoting repair work, tasking sheets for all inspections and maintenance, purchasing parts and consumables for all work, service reporting and invoicing.
- Performing annual and bi-annual inspections and maintenance for all PC air units and associated equipment for the Denver International Airport’s 150+ gate jet bridges.
- Clean coils as necessary to ensure safe and efficient operation of the units.
- Report deficiencies to the airport personnel and provide solutions and pricing for all repairs.
- Once approved by the airport, purchase all parts required for repairs and properly schedule the work with the airport personnel. This may also include replacing the entire units or glycol hosing or coils. Some of these components or units may be provided by the airport.
- Provide the appropriate crew size for the work that is to be performed ensuring safety and highest quality of work.
- Perform all repairs and replacements and ensure safe and efficient operation of the PC air units.
- Schedule inspections with airport personnel to ensure that the project is completed.
- Submit service reports and invoicing to airport personnel for approval.
- Complete and submit all compliance documents required.
- Provide SSSP for this contract and ensure that UPM service personnel are adhering to all policies. Service technicians are to complete daily job hazard analysis forms and can

provide them to the airport personnel upon request. Service techs are also required to complete weekly toolbox talks.

- Effectively manage all subcontractors on this contract ensuring their compliance to all airport rules and regulations and to the site-specific safety plan.
- Maintain EPA protocol for the safe handling of refrigerants.

Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

Items that may come up for this contract are as follows:

Scheduled Inspections and Maintenance –

- UPM would provide a list of PC Air Units to the airport personnel that are scheduled for maintenance for that week. This would include a primary list and secondary list as back-up in case the units are not accessible at that time. We would wait for an approval before proceeding with the schedule.
- When accessing the passenger loading bridge, we will check to make sure that there are no planes coming into the bridge before proceeding with the work. Ideally, we are working on units that are not connected to the airplanes. However, we know that this won't always be the case. When units are connected to the planes, we will first check with the personnel to make sure that we can proceed with the investigation and maintenance work. We also know that we will have to pull off our work when the bridge is being extended or contracted and can resume when the motion stops.

Scheduled Minor Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair. Most minor repairs can be done during normal working hours and in between planes loading and unloading. Minor repairs would include electrical components, minor mechanical components, replacement of piping fittings for glycol units, replacement of leaking valves for glycol units, etc.

Scheduled Major Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair and the impact to the surrounding spaces. Major repairs may include blower motors, blower wheels, coil replacements, compressor replacements, refrigeration leaks and component replacements, etc. Refrigeration work would always be performed by a service technician with the EPA

certification for safe handling of refrigerants which all of our service techs have. The refrigerant would be evacuated into a cylinder, the work would be performed, the system would be pressure tested, then the system would be put into a vacuum and the system would be recharged. Major repairs will typically require more than one service technician to complete and may also require a forklift in some cases. The unit may need to be removed from the passenger loading bridge to make these major repairs. Removing the unit may be required to be done after hours and set off to the side for the repair work to be done, and reinstalled during after-hours once the unit repairs are completed and operation must be verified. UPM is also aware that in these cases for major repairs, we will also need to pull off of work while the passenger loading bridges are in operation.

Scheduled Glycol Hose Replacements –

- UPM would schedule this work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components and fittings required to complete the replacement work. We would also get the aerial lift and forklift mobilized at this time. We would also work with the airport personnel to operate the isolation valves just outside of the exterior wall to make sure that they are operable for the shutdown. During the shutdown, we would isolate the hose, drain and capture the glycol, replace the hose, pump the glycol back in, open the isolation valves and visually inspect operation to ensure no leaks. We would most likely also need to subcontract an insulator to make pipe insulation repairs during normal working hours once the hose has been replaced.

Scheduled Unit Replacements -

- UPM would schedule the replacement work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components required to complete the replacement work. We would also get the forklift mobilized at this time. For glycol units, we would isolate the unit and drain down the glycol and capture it for refill. For DX units containing refrigerant, nothing is required for isolation and drain down. However, if DEN wants us to dispose of the units, then we would need to recover the refrigerant and recycle prior to disposing of the unit. We would subcontract to an electrician to disconnect and reconnect the power. We would install the new unit and perform a thorough start-up to make sure the unit is operating safely and efficiently.

Associated Equipment Replacement -

- UPM would schedule this work with the airport personnel to be done during normal working hours. We can either provide the materials for this work or DEN would provide. This is typically the flex hose and cart coming from the PC air unit and required to connect to the airplane.



4. Proposed Work Plan and Approach

Prepare a description of the Proposer’s project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer’s existing project management control methods and progress reporting systems. Any products obtained from the Proposer’s systems must be in a format which shall allow direct input into DEN’s Microsoft Excel and Microsoft Word systems.

All of our projects undergo a pre-construction master planning process as shown below. Most of this work, being service and repair work, will undergo more of a streamlined version of this process but would still nonetheless touch base on each item. The Service Manager is responsible for reviewing each line item with the project team and to make sure that we have a plan in place to execute the work.



Completer	Preconstruction Master Planning Guide and Responsibility Matrix										
	Project Name:	Responsibility							Date		Notes
	Job No.	PC	PM	PE	OE	SU	FM	Other:	Needed	Complete	
ESTIMATING TO CONSTRUCTION TEAM TURNOVER											
PROJECT SET-UP & KICK-OFF											
PROJECT DOCUMENT REVIEW											
SCHEDULING											
SAFETY, QUALITY CONTROL & SPECIAL RISKS PLAN											
PURCHASING AND JOB COST REVIEW											
CAD PLAN											
BATCHING PLAN											
MATERIAL HANDLING PLAN											
JOB FABRICATION AND DRAWINGS PLAN											
MANPOWER, PRODUCTIVITY, & RESOURCE PLAN											
CHANGE ORDER/CLAIMS AVOIDANCE											
MOBILIZATION & CONSTRUCTION ADMIN											
COMMISSIONING											
PROJECT CLOSEOUT											

The service manager is responsible for the following tasks utilizing our management software.

- Budget and schedule of values set-up
- Purchase orders and subcontract agreements
- RFI’s and submittals
- Document control
- Construction schedules



- Processing of subcontractor and vendor bills
- Hosting stakeholder meetings with the owner
- Change order management
- Permits and inspections
- Safety and quality control
- Pay applications and invoices to customers

Once the project is started, we will have weekly progress meetings. An example of the meeting agenda/meeting minutes is shown below.



MEETING MINUTES

Project Name:
 Meeting Number: .
 Date:

<u>DISTRIBUTION</u>	<u>REPRESENTING</u>	<u>E-Mail ADDRESS</u>	
1. <u>SAFETY</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
2. <u>SCHEDULE</u>			
3. <u>RFI'S</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
4. <u>SUBMITTALS</u>	NREL		
5. <u>PENDING/CHANGE ORDERS/MODIFICATIONS</u>			
6. <u>OUTAGE SCHEDULE</u>			
7. <u>QUALITY CONTROL</u>			
8. <u>Team Member Vacations / Time Away from Project</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
9. <u>GENERAL / NEW BUSINESS</u>			

Future meetings are scheduled to be located as follows:

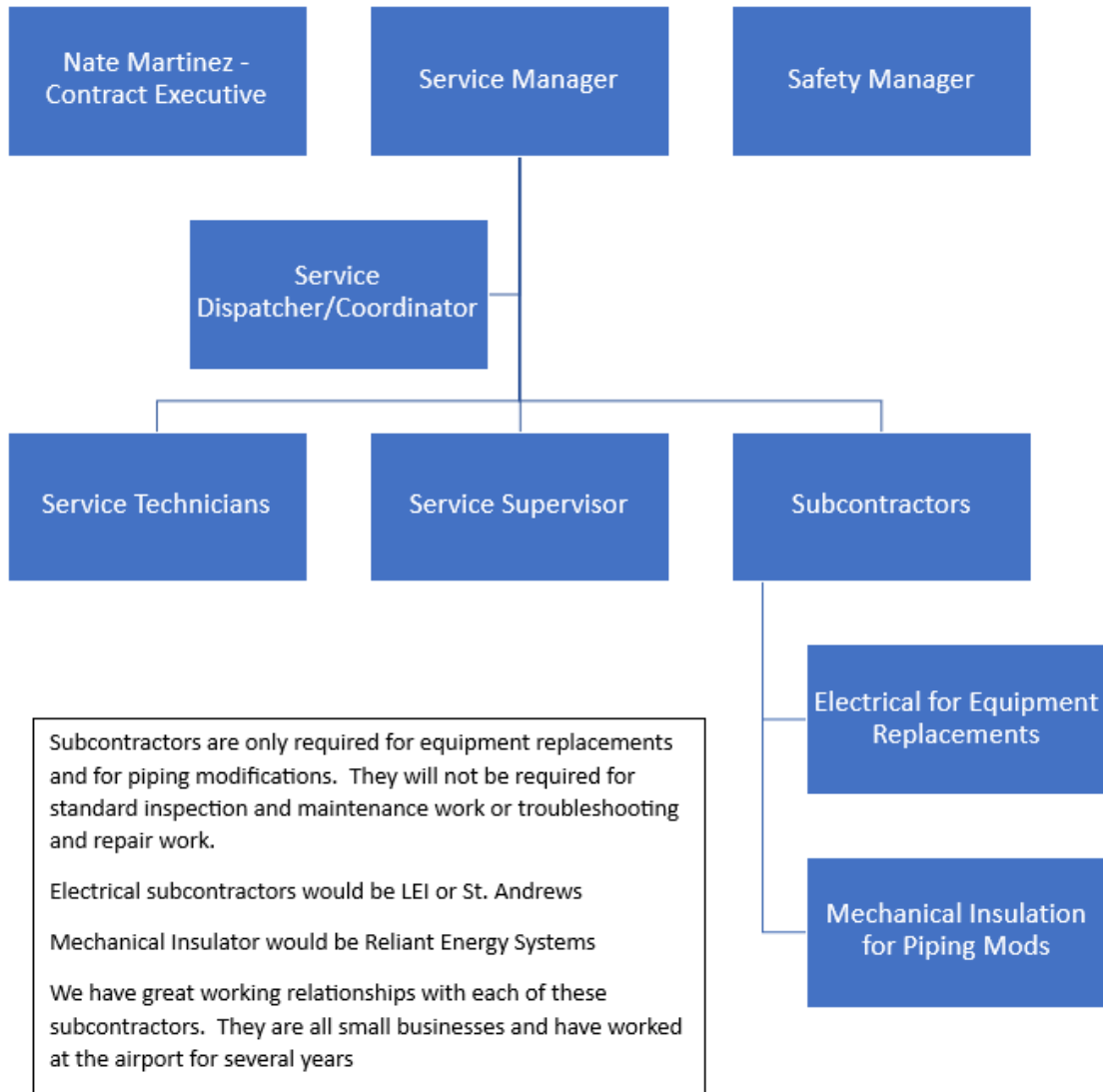
Date: Subject: Site: Time:

These minutes are considered the correct interpretation of the items discussed. Errors and omissions must be notified, in writing, within seven (7) days, or at the next scheduled meeting, or the minutes will be accepted as written.

Xc: All Participants All Non-Participant Distribution

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer’s and subcontractor’s (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11” x 17” if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.





Describe the Proposer’s current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

UPM Mechanical – Prime Service Contractor

5010 Cook Street
Denver, CO 80216

Around 75 employees
15 managers
6 supports
10 foreman/supervisors
8 service technicians
Roughly 40 field craftsmen

Electrical Subcontractors – MWBE Firms. Roughly 50-70 employees

St. Andrews
12520 First Street
PO Box 1115
Eastlake, CO 80614

LEI Companies
715 Vallejo St
Denver, CO 80204

Insulation Subcontractor – MWBE Firm – Roughly 50-70 employees

Reliant Energy Systems
10230 S Progress Way
Parker, CO 80134



6. Company Experience and Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

Project 1: DEN PC Air Unit Inspection and Service – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Jasmine Solis	Email: jsolis@skybluebuilders.com	Phone: 303-220-0339
Contract Value: \$158,235.00	Gross Fees: \$158,235.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: We were contracted to troubleshoot and make repairs on 10 PC air units.		
Project Description: Repairs included the following: Refrigerant leaks replacing seals at the compressors. Replacing compressors Repairing and replacing coils Replacing electrical contactors		

Project 2: DEN Staff Augmentation – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Shawn Parfrey	Email: Shawn.parfrey@flydenver.com	Phone: 303-342-4851
Contract Value: ~\$400,000.00	Gross Fees: \$400,000.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: Provide service technicians to the airport for maintenance services		
Project Description: Change filters on multiple air handling equipment located at the airport Perform routine inspections of air handling equipment including inspecting electrical connections and visual operational checks Lubrication of motors and bearings Voltage and amperage checks Clean units Replace belts as needed		



Project 3: Denver Health Maintenance/On-Call Contract – Denver Health		
Address: 777 Bannock Street, Denver, CO 80204		
POC: Jesus Carrillo	Email: Jesus.carrillo@dhha.org	Phone: 303-994-1079
Contract Value: \$400,000.00	Gross Fees: \$250,000.00	Outcome: Ongoing – 2nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide maintenance and on-call services for the Denver Health facility consisting of over 27 buildings.		
Project Description: Maintenance for all HVAC equipment Maintenance for ice making equipment On-call services for all HVAC and steam and condensate related equipment		

Project 4: RTD Downtown Facilities Preventative Maintenance – Denver		
Address: Blake Street, Broadway and Wynkoop		
POC: Leo Fautsch	Email: Leo.fautsch@rtd-denver.com	Phone: 303-299-3315
Contract Value: \$248,500.00	Gross Fees: \$315,000.00	Outcome: Ongoing – 2 nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide preventative maintenance and on-call repair services for downtown facilities		
Project Description: Preventative maintenance on the following equipment: Air handling units Split systems for elevator rooms and computer rooms Unit heaters, exhaust fans CRAC units and FCU's VFD's Boilers and water heaters and pumps Ice making machines Etc.		



Sample Agreement

We accept the sample agreement as provided.



Proposal Forms

Our completed forms follow this page.

- Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: UPM Mechanical, LLC Date: March 12, 2024

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 7, 2024, for RFP NO. 202372050, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: Nathan Martinez
Digitally signed by Nathan Martinez
DN: C=US, E=nate@upmmechanical.com,
O='UPM Mechanical, LLC', CN=Nathan
Martinez
Date: 2024.03.11 16:14:57-06'00'

Type or print name: Nate Martinez

Proposer’s Business Address: 5010 Cook Street, Denver, CO 80216

E-mail address: nate@upmmechanical.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: UPM Mechanical, LLC

Proposer Address: 5010 Cook Street, Denver, CO 80216

Phone: (303) 426-3900 Fax _____

Email: nate@upmmechanical.com

Federal Identification Number: 83-1571896

Principal in Charge (Name & Title): Nate Martinez, President and CEO

Project Manager for this RFP (Name & Title): Glen Seela

Equal Employment Opportunity Officer: Nate Martinez

Name(s) of Professional and Public Liability Insurance Carrier(s):
Berkley Assurance CO and CNA

**Parent Company Information
(If Applicable)**

Name of Company: Not applicable

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: Denver Public Schools
Contact: Keith Weston
Project Title: Maintenance Manager
Email: kweston@dpsk12.net
Phone Number: 720-423-4051

2. Company Name: Denver Health
Contact: Jesus Carrillo
Project Title: Maintenance Manager
Email: Jesus.carrillo@dhha.org
Phone Number: 303-944-1079

3. Company Name: Jewish Community Center
Contact: Tre Gunnells
Project Title: Director of Maintenance
Email: tgunnells@jccdenver.org
Phone Number: 303-316-6317

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature Nathan Martinez Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com, O="UPM
Mechanical, LLC", CN=Nathan Martinez
Date: 2024.03.11 16:15:21-06'00' Title President and CEO

Print Name Nate Martinez

Date March 12, 2024

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that UPM Mechanical, LLC (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature Nathan Martinez Title President and CEO
Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:16:06-06'00'

Print Name Nate Martinez

Date March 12, 2024

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

None.



Diversity Survey

Our completed survey follows this page.

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 7 March 2024, 11:56am
Receipt number 3371
Related form version 6

Page 1/2

Business Email Address nate@upmmechanical.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation contract.procurement@flydenver.com

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name DEN Passenger Loading Bridge Pre-Conditioned Air Services

Solicitation No. (If Applicable) RFP No. 202472250

Name of Your Company UPM Mechanical, LLC

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 5010 Cook Street

City Denver

State CO

ZIP Code 80216

Business Phone Number 303-426-3900

Business Facsimile Number

Page 2/2

1. How many employees does your company employ? 51 - 100

1A. How many of your employees are full time? 70

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	It is the policy of the company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following: Race, Color, Age, Sex, Sexual Orientation, Gender, Gender Identity, Religion, etc. Equal employment opportunity includes, but is not limited to employment, training, promotion, demotion, transfer, leaves of absence and termination. It is the policy of the company to promote workplace diversity as an understanding, accepting and valuing of differences between people including those of different races, ethnicities, genders, ages, religions, disabilities, sexual orientations, with differences of education, personalities, skill sets, experiences and knowledge bases.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Our subcontract agreements and purchase orders include EEO policies
7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Nathan Martinez
Today's Date	03/07/2024

NOTE: Attach additional sheets or documentation as necessary

for a complete response.



Financial Forms

Our Exhibit B – Rate Sheet is submitted separately.



Appendix A: Resumes

Our firm's resumes follow this page.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Limited to one page.

Ben Trujillo
Safety Manager

Project Role and Responsibilities



Ben Trujillo assists UPM, Project Managers, Superintendents and employees in adhering to company safety and loss control policies. Oversee and work on construction projects to identify, eliminate, and control hazardous conditions that may lead to injury and or property damage using job specific safety standards, best management practices, and Injury Free Environment Techniques. Ben provides support on UPM projects to field personnel to ensure enforcement of owner/customer safety and health policies and procedures.

Job Experience

UPM Mechanical 2019 – Current
 NM Industrial Services 2011 - 2019
 Blueline 2002 – 2011
 MCDS 1999 - 2002

Work Experience

- NREL Mechanical TOA
- NREL Service TOA
- Denver International Projects
- Denver Public Schools Projects
- USAFA Repair HTHW Phase 2
- Littleton Public Schools

Tasks

- Completing safety and environmental inspections, identifying issues and developing corrective action plans to ensure compliance with applicable safety, health and environmental regulations including OSHA, DOE, NREL, and other applicable federal, state and local regulations.
- Conducting safety training orientation sessions and teaching courses to ensure that (EHS) policies and procedures are followed. Maintain worker training schedules and complete all required regulatory documentation
- Monitoring the use, storage and disposal of hazardous chemicals and materials.
- Identify and anticipate safety and health concerns and hazards by surveying environmental, operational, and occupational conditions and render opinions on new procedures and recommend preventative programs.
- Experience in writing reports and policies for health and safety
- Outstanding organizational skills
- Diligent with great attention to detail
- Excellent communication skills with the ability to present and explain health and safety topics

Qualifications | Affiliations | Training | Education

- | | |
|---------------------|---------------------------------|
| • OSHA 30 Hour | • Confined Space |
| • Lockout / Tag Out | • Asbestos Awareness Training |
| • Fall Protection | • Aerial Lift Training |
| • Fire Caulking | • Reasonable Suspicion Training |
| • OSHA 30 Hour | • Site Specific Safety Plans |
| • OSHA Compliance | • First Aid & CPR Certified |



Cameron Herman Service/Sales Manager

Role and Responsibilities



Mr. Herman was hired into the Service Sales Manager position responsible for developing UPM's service sales and maintenance contracts. He manages maintenance and service agreement contracts by building effective processes and procedures for sales. Mr. Herman also manages special projects, including design builds, retrofitting, and refrigeration work. His 9+ years as a professional pipefitter and service technician along with excellent leadership skills help him to provide superior customer service that puts UPM Mechanical ahead of other mechanical contractors in Colorado.

Employment

UPM Mechanical, 2023 – Present
Service/Special Projects Manager

Tolin Mechanical, 2014 – 2023
Service Technician

Maintenance Contracts and Special Projects

Xcel | \$100,000
Suncor | \$150,000
Coors Distribution | \$90,000
Pearson | \$75,000
Comcast | \$175,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
Pipefitter Journeyman License
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
Laser Alignment Fundamentals
Safe Handling of R-410A
Basic Life Support
EPA Section 608 CFC Universal Certification
Leadership Class
Customer Service/Sales



Glen Seela, Jr.

Service/Special Projects Manager

Role and Responsibilities



Mr. Seela was hired into this leadership position responsible for developing UPM's service department. He manages all sales, scheduling, and dispatching for maintenance and service repair projects. By building effective processes and procedures for sales, services, and contracts. Mr. Seela also manages special projects, including retrofitting, design builds, and refrigeration work. His 20+ years as a professional pipefitter and Service Operations Manager along with fantastic leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2017 – 2022
HVAC Operations Manager/Service Tech

JATC Local 208, 2014 – 2018
Service Instructor

American Mechanical Services, 2002 – 2017
Service Tech/Field Instructor

Maintenance Contracts and Special Projects

DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Denver International Airport | \$150,000
DHHA Projects | \$500,000
Frontier Airlines Maintenance | \$375,000
Allstream Chiller Project | \$250,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
UA-MCAA Foreman Certification
F33 Master Pipefitter Certificate ICC
City of Craig/Moffat County Pipefitter Certificate
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
670 Master Mechanical National Certificate ICC
Denver Heating and Ventilation Class A Supervisor
Denver Refrigeration Class A Supervisor
Denver Steam and Hot Water Supervisor
Aurora Supervisor HVAC
Aurora Supervisor Steam and Hot Water



Mary Vallegos

Service Coordinator/Dispatcher



Role and Responsibilities

Ms. Vallegos was hired into the Service Coordinator/Dispatcher position with 20+ years in the Service Industry. Ms. Vallegos is responsible for answering all phone calls and emails including customer service issues. In addition, Ms. Vallegos schedules and dispatches service technicians ensuring customers' requests, specifications, or needs are met using her excellent organizational and multi-tasking skills.

Employment

UPM Mechanical, 2024 – Present
Service Coordinator/Dispatcher

Braconier Plumbing & Mechanical, 2018 - 2024
Dispatcher

Economy AC, 2014 -2018
Dispatcher

Climate Engineering, 2013 -2014
Dispatcher

AC Mechanical, 2010 – 2013
Dispatcher

Carrier West, 2006 – 2009
Customer Assurance Administrative Assistant
Control Department Administrative Assistant

Western Building Services/Comfort Systems USA, 2001 - 2006
Sales Assistant/Receptionist

Siemens Building Technologies
Service Administration Operations

Education | Training | Certifications

High School Diploma, Abraham Lincoln High School
Emily Griffith Technical College
Project Management Level I
MAS90/Trend/Microsoft Office Software

Maintenance Contracts and Special Projects

Century Link | \$1,000,000
United States Postal Service | \$150,000
Denver Health | \$500,000
US Bank | \$175,000



Mike Jennings

Service Special Projects Manager /Sales

Role and Responsibilities



Mr. Jennings was hired into this leadership position responsible for developing UPM's service department. He works in developing service sales contracts, managing maintenance agreements and service repair projects, by building effective processes and procedures. Mr. Jennings also manages special projects, including design builds, retrofitting and refrigeration work. His 20+ years as a professional Pipefitter and Service Projects Manager along with superior leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2020 – 2022
Service Technician

JennCo Mechanical Solutions, 2015 – 2020
President

High Plains Mechanical Solutions, 2010 – 2015
Lead Service Technician

CMS Mechanical Solutions, 2007 – 2010
Service Technician

Chiller Systems Service, 2004 – 2007
Lead Installer

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
MIG & TIG Welding
AC/DC Electrical Diagnostics
Metal Fabrication
HVAC Maintenance, Repair and Installation
Sheet Metal Fabrication
Customer Service/Sales

Maintenance Contracts and Special Projects

Shalom Park Chiller Replacement/Upgrade | \$1,425,000
UC Health Fort Collins HVAC Upgrade | \$750,000
Verizon Wireless Cell Tower Cooling Update | \$475,000
OSKAR Blues Chiller System Upgrade | \$275,000
Sterling Hospital Chiller Replacement | \$215,000



Robert Hambly Superintendent

Role and Responsibilities



Mr. Hambly was hired into the Superintendent position responsible for overseeing staff on a construction site and for handling the project's schedule. Mr. Hambly's experience and expertise allow him to exceed expectations of the customer by demonstrating extraordinary professional leadership in the process of coordinating and managing the installation of mechanical systems. In addition, Mr. Hambly's exceptional leadership skills enable him to maintain schedule, productivity, quality, safety and due diligence by adhering to the policies, principles and core values of UPM Mechanical.

Employment

UPM Mechanical, 2021 – Present
Superintendent

JCOR Mechanical, 2011 – 2021
Superintendent
General Foreman

Maintenance Contracts and Special Projects

Denver International Airport | \$25,000,000
City and County of Denver | \$24,000,000
NREL Facilities | \$13,000,000
Denver Public Schools Energy Upgrades | \$12,000,000
Denver Mint | \$5,000,000
Douglas County School District | \$4,000,000
Amgen Longmont | \$4,000,000
Federal Reserve | \$3,500,000
Great West Financial | \$3,000,000
Sky Blue Builder | \$575,000

Education | Training | Certifications

Pipefitters Local 208 Union Apprenticeship 1993-1998
Foreman Training – Pipefitters Local 208
UA Welding Certification Training
Steam Fitter Journeyman Certificate – City and County of Denver
Refrigeration Journeyman Certificate – City and County of Denver
Blood Borne Pathogen Training
Confined Space Training
CPR & First Aid Training
OSHA 30 Hours
Drug and Alcohol Awareness Training
Asbestos/Lead/Silica Awareness Training
Full Cost of an Hour of Labor – UA Training
Tube Bending Certification Training
Victaulic Training



Damian Lemak Service Technician



Role and Responsibilities

Mr. Lemak was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Murphy Company, 2018 – 2023
Service Technician

Carrier Commercial Services, 2016 – 2018
Service Technician

Trautman & Shreve, 2014 – 2016
Service Technician

Maintenance Contracts and Special Projects

McKesson Pharmaceuticals | \$500,000
Purina Nestle Factory | \$1,000,000
Sky Chef Flight Kitchen | \$350,000
United Airlines Flight Kitchen | \$445,000
Southwest Airlines Commissary | \$50,000
Denver International Airport | \$1,000,000
Centura Hospital | \$250,000
Verizon | \$750,000
Tri-County Health Department | \$75,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
NFPA 70E Electrical/Arc Flash Certification



Emedio (Dee) Mastrosante Service Technician



Role and Responsibilities

Mr. Mastrosante was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 22+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2019 – 2023
Service Technician

Braconier Mechanical, 2014 – 2015
Service Technician

Touzor, 2013 – 2014
Trane Service Technician

HT Lyons Inc., 2011 – 2013
Service Technician

Tozour, 2001-2010
Trane Service Technicial

Maintenance Contracts and Special Projects

Liberty 1 & 2 | \$2,800,000
Verizon | \$1,100,000
Century Link (Lumen) | \$1,000,000
Comcast Tower | \$1,000,000
Lockheed Martin | \$800,000
Nintendo North American Headquarters | \$750,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Commercial System II – Trane
Refrigeration Fundamentals
Journeyman Advanced Training 1A, 1B, 2A

ASSE Backflow Tester
PK Boiler Controls
Process Safety Management Oil Refinery
Voyager Reliatel – Trane
Patterson-Kelley Boiler Start Up
Emerson 3Day Compressor Course



Justin Vogel Service Technician



Role and Responsibilities

Mr. Vogel was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Denver Health, 2021 – 2022
Service Technician

US Engineering, 2020-2021
Service Technician

Braconier Plumbing &, 2014 – 2020
Service Technician

Marine Corp., 1998 – 2001

Maintenance Contracts and Special Projects

DU Administrative Office Building | \$1,400,000
Cherry Creek Office Building | \$1,400,000
CU Child Development Building | \$1,100,000
Denver Health Psychology Wards | \$1,000,000

Education | Training | Certifications

Denver City and County Steamfitter/Heating & Ventilation Certificate
EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
Fundamentals of Building Green and Mechanical-GPRO
MIG Welding



Lloyd Wells

Service Technician



Role and Responsibilities

Mr. Wells was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 33+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Johnson Controls, 2015 – 2022
Senior Service Technician

Tolin Mechanical, 2008 – 2015
Service Technician

Source Refrigeration, 2003 – 2008
Service Technician/Sheetmetal Foreman

Contemporary HVAC, 1990 – 2003
Service Technician/Sheetmetal Technician

United States Air Force, 1986 – 1990

Maintenance Contracts and Special Projects

Denver International Airport | \$500,000
Sky Ridge Hospital | \$250,000
Parker Adventist Hospital | \$150,000
Denver Health | \$138,000
Denver Public Schools | \$200,000

Education | Training | Certifications

Air Force School of Refrigeration and HVAC
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
NFPA 70E Electrical/Arc Flash Certification
Advanced ULT Cascade Certified



Mike Rice

Service Technician



Role and Responsibilities

Mr. Rice was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 34+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2005 – 2023
Senior Service Technician

CS Group, 1996 – 2005
Service Technician

Thermal Group, Inc., 1989 – 1996
Service Technician

Maintenance Contracts and Special Projects

Iron Mountain Data Center | \$1,000,000
Jefferson County Sheriff's Department | \$115,000
Steamboat Grand Resort & Hotel | \$110 0,000
Ritz Carlton Beaver Creek | \$95,000
Gateway Level III | \$90,00
Jefferson County Government Center | \$85,000
Monarch Casino | \$80,000
One Steamboat Place | \$75,000
Isle of Capri | \$50,000
Lodge Casino | \$50,000
Jefferson County Public Defenders' Office | \$45,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Centrifical Chillers
Centrifical Fundamentals
Variable Speed Drive Service
Optiview Control Panel
YMC2 Technical/Active Magnetic Bearing System Operation
30 GX/HX Screw Chiller Controls, Startup, Operation and Service
Teardown
Troubleshooting Rooftops and Economizers
RTAA Screw Chiller Service



Waly Cordova

Service Technician



Role and Responsibilities

Mr. Cordova was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 8+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Murphy Company, 2019 – 2022
Service Technician

Tolin Mechanical Systems, 2016 – 2019
Service Technician

Trautman & Shreve, Inc., 2015 – 2016
Service Technician

Maintenance Contracts and Special Projects

Denver International Airport | \$150,000
Frontier Airlines Maintenance | \$375,000
DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Coresite | \$1,000,000

Education | Training | Certifications

Denver Pipefitters Joint Apprenticeship
Denver Pipefitter Journeyman Certification
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Piping Installation
Pipe Welding
Refrigeration System Troubleshooting
Refrigeration System Install
Bilingual – English/Spanish



DENVER
INTERNATIONAL
AIRPORT

RFP No. 22472250, DEN Passenger Loading Bridge Pre-
Conditioned Air Services

UPM MECHANICAL, LLC

5010 Cook Street
Denver, CO 80261

(303) 426-3900
nate@upmmechanical.com

Nathan Martinez
CEO & Owner

Cover Letter

March 12, 2024

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340
Attn: Kat Herrera, Contract Administrator

Re: Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services

Dear Kat and Members of the Selection Committee:

UPM Mechanical, Inc., a minority owned certified SBE with the City of Denver, is pleased to present our response to your Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services. Our mission is to meet all our customers' needs with the highest professional and ethical standards, and we are excited about the opportunity to do that on this contract.

We partner with our clients, leading and performing with our core values continually in mind:

Commitment - We are committed to customer satisfaction delivered with Integrity, Professionalism and the Highest Standard of Quality in Everything we do. We commit to our Word and Workmanship with the utmost confidence and reliability.

Achievement - We continually strive to achieve an optimal and efficient team in order to best serve our customers.

Safety - We place the highest priority on safety, protecting our valued employees and partners as well as our customers' best interests.

Success - We recognize that our success begins with our customer's success. That's why we strive to provide exceptional customer service and develop good relationships. Our success is also measured by the satisfaction we receive from designing, installing and troubleshooting mechanical systems.



Teamwork - Our people are our greatest strength. The key personnel identified in this proposal are available to do the work for the duration of the contract. We value every internal and external client, working in collaboration to achieve successful project completion. We hold every employee, subcontractor and supplier accountable for our same high standards.

Throughout our proposal, we will demonstrate our knowledge of DEN, the scope of work, our experience in delivering these services, and why UPM Mechanical is the best choice to support you. As an SBE certified firm with the City, we value the opportunities provided to prove our ability, grow our business, and help other underutilized multicultural businesses achieve their goals as well.

UPM Mechanical is committed to providing adequate key personnel available to perform the work for the duration of the contract term. We will appoint several service technicians to this contract to ensure that we have coverage at all times to meet the on-call requirement of providing emergency services with a 48-hour turnaround. We will also have a dedicated service manager and service supervisor appointed to this project at all times. We will ensure that we have the adequate back-up needed for when personnel take vacations and or call in sick. We will maintain our badging and vehicle permitting to allow for this coverage. Nate Martinez is also committed to being involved in this contract as the contract executive.

Thank you in advance for your kind consideration of our proposal, and we look forward to hearing from you soon. If you have any questions or requests for information or clarification, you can reach me at (303) 426-3900 or nate@upmmechanical.com.

Sincerely,

Nathan Martinez

Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:14:05-06'00'

Nathan Martinez
CEO & Owner



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1. Cost Effectiveness

Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality.

UPM’s philosophy on cost effectiveness and efficiency is to treat every situation as if it were to have a direct personal impact to us. We ask ourselves; “Would we want to pay for this level of service? Would we want this quality of work being performed on our personal property?”. We will treat DEN’s money and equipment as if it were our own. We will be efficient in our approach to inspections, maintenance, emergency services and repair work making sure that the work is scheduled, that we have the materials and tools needed and that we have the correct number of personnel available to execute the work safely and with the highest quality. We will notify DEN of all repair work needed and provide an estimate of hours required to complete prior to performing the work and will wait for authorization to proceed.

Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project.

Our quality control philosophy is that we will always assign a journeyman HVAC service tech as the lead for all maintenance, troubleshooting and repair calls associated with this project. Our journeymen are all highly skilled and trained and have gone through a minimum of a 5-year apprenticeship program with the Local Union 208 pipefitters. The majority of our journeyman service technicians have also upgraded their training to Level 3 technicians, requiring an additional 3 years of specialized training.

We also have two service supervisors and a service manager with over 70 years’ experience combined to oversee all work performed within the service department. They will be directly involved in all work and will make jobsite visits periodically and as needed.

In addition to the jobsite visits, service reports are developed by service technicians for every visit and reviewed by the service manager and service supervisor for ensuring completeness of the visit and if any follow-up is required.

Describe the Proposer’s process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal.

UPM Mechanical is an MWBE certified small business, self-performing the majority of the work associated with this contract. Our service technicians are trained to troubleshoot all parts and components relating to the PC air units including refrigeration, electrical, hydronic water and piping, mechanical components, etc. All of our service technicians also have EPA certifications to work on refrigerant-containing equipment.

The crew sizes will be determined based on the task being completed. If just an inspection or maintenance, one service technician can most likely handle this task. If just an electrical component such as a contactor or relay then one service technician can most likely handle this task. If a compressor needs to be replaced or a coil then we will need to assign at least two service technicians to this task. If we are replacing an entire unit or replacing the glycol hose then this may require three service technicians or maybe even four and rental equipment such as a forklift or aerial lift to complete the work.

UPM Mechanical currently has all of our service technicians badged to work at the airport and with escort and driving privileges. All of our service vehicles are also permitted for the airport.

Describe methods used to manage subconsultants to maintain effectiveness and quality.

UPM Mechanical will be self-performing all work relating to the inspection, maintenance, troubleshooting and emergency services scopes of the project. If a PC air unit needed to be replaced, then we may need to subcontract electrical to disconnect and reconnect the power wiring. UPM Mechanical has good working relationships with other MWBE firms and would plan on using either LEI or St. Andrews who are certified through the City and County of Denver.

If hydronic glycol hoses needed to be replaced, then we may need to subcontract to a pipe insulator to make the insulation repairs. UPM has a great working relationship with Reliant Energy Systems which is a MWBE certified firm.

UPM utilizes subcontractors who are familiar with the airport, badged and insured. They will conduct a site visit with us to show them the work and have them provide an estimate. We would then make DEN aware of this estimate for approval. Once approved, we would issue them a subcontract detailing the scope of work and contract requirements. Contract requirements would include the badging, insurance, certified payroll, specifications, safety, quality, as well as any other contract requirements. We would host a pre-work meeting with them to discuss the safety hazards and mitigations of the project. We would supervise all of their work and would schedule an inspection with DEN to approve their work once completed. Once approved, we would submit their invoice and would get them paid upon receiving payment from the airport.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results.

UPM Mechanical has performed work on these PC air units under a contract we had with Sky Blue Builders titled “DEN PC Air Unit Inspection and Service” in 2022 and 2023. Under this contract we became very familiar with these units. We were able to access the software from the PC air unit manufacturer that we have downloaded on our service technicians’ laptops for

troubleshooting. The service technicians are able to connect their laptops to the equipment controllers to access alarms and codes for troubleshooting. This was a huge help with this contract. We plan to utilize this same process for this contract.

Our scope of work included an investigation and reporting of deficiencies to DEN and repairs to specified units to get them operational. Repairs included electrical components such as contactors and relays and refrigeration repairs such as leaks at seals and connections. We would evacuate the refrigerant, make the repairs, pressure test, pull a vacuum then recharge refrigerant. We also replaced coils in these units in addition to replacing the entire units.

We will utilize our past performance on these units to hit the ground running if we are given the opportunity to be awarded this contract.

We will also maintain a good working relationship with the DEN HVAC and facility personnel to utilize their past experiences of working on these types of units.

Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective.

The biggest competitive edge UPM provides to DEN is as follows:

- UPM is already badged and insured to provide these services on day 1 of the contract.
- UPM already has permitted vehicles able to access these units.
- UPM has already performed work on several of these units under the contract mentioned above, direct to DEN for service calls and also direct to the equipment manufacturer Twist Aero for warranty work. We are very familiar with the work that is required and can hit the ground running on day 1 of the contract.
- UPM utilizes a field service management software for efficient flow of information for service reports, tasking sheets, time entry, purchase order and invoicing. This software reduces the amount of time a service technician and service manager need to spend on paperwork.
- UPM has a great working relationship with the manufacturer of these PC air units, having done a lot of their service warranty calls at the airport.

Please describe any processes unique to your company or team that add value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

UPM will appoint a service manager and service supervisor to oversee the work. The service manager and service supervisor have field experience so they know what to look for. They are involved with every visit from receiving the initial call, to dispatching the service tech, to approving all repair work, for reviewing service reports and generating invoices.



We use a field service management software called BuildOps that does our quoting, dispatching, service reporting, purchase orders, tasking sheets for maintenance and invoicing. Everything is done electronically and is updated in real time. This allows us to operate very efficiently with everyone in the know.

All of our service technicians have laptops assigned to them. These laptops have the PC air unit manufacturer software downloaded to them. The service techs will be able to connect their laptops to the equipment for access to alarms and codes for troubleshooting.

Our safety program will include the following steps:

- Produce a site-specific safety plan for the project.
- All service technicians, service supervisors and service managers will review, approve and sign the site-specific safety plan.
 - Subcontractors are also required to review and sign the SSSP.
- Service technicians are required to submit daily job hazard analysis forms.
- Service technicians are required to review the AHA's that are included in the SSSP for all major tasks.
- Service managers/supervisors are required to perform jobsite safety inspections and submit an inspection report to the safety manager for compliance review.

2. Equity, Diversity and Inclusion Plan

A. Equity, Diversity and Inclusion Strategies

Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer’s organization.

UPM Mechanical is an MWBE certified firm and will be self-performing the majority of the work associated with this contract. Subcontracting opportunities will include electrical and pipe insulation. We also team with other MWBE firms for these two trades of work. We have worked with LEI and St. Andrews for electrical and Reliant Energy Systems for mechanical insulation.

UPM Mechanical would commit to reaching out to other MWBE firms as well who may not do a lot of work at the airport to also get them involved in this contract. We would be open to sponsoring them and training them in the airport requirements to perform work. However, they would need to be willing to make the investment to work at the airport for these small scopes of work that they may be performing. Equipment replacements and hose replacements are not anticipated to be the majority of this work.

B. Technical Assistance & Support Services

Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners.

UPM would be willing to coach other MWBE firms in the following aspects for doing work at the airport:

- Badging – coaching them through the authorized signatory process and tasks required to get their people badged.
- Insurance – coaching them through how to obtain umbrella insurance coverage required to perform work at these PC air units. This would also include how they would handle this additional cost within their financial structure.
- Vehicle Permitting – coaching them through developing a driver training program and the process of permitting vehicles at the airport.
- Compliance Reporting – coaching them through compliance reporting for the airport.

Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are

not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

Nate Martinez, owner of UPM Mechanical, would also be willing to help on an owner-to-owner basis. Such assistance would include:

- Access to Capital – coaching through the process of submitting for operating capital loans and lines of credit.
- Financial Reporting – monthly interim financial reporting is essential to obtaining lines of credit and bonding.
- Bonding and Insurance Support – UPM’s bonding and insurance broker is IMA. Nate would be willing to make the introduction to IMA as they are a great resource.
- Safety and Quality Control Plans – coaching through the process of developing and implementing safety and quality control plans.
- Business Processes – coaching through specific business processes.

C. Procurement Process

Describe Proposer’s procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

UPM Mechanical, being an MWBE certified firm, will try and team with other MWBE firms as much as possible to offer as much participation as a whole for the contract. This includes utilizing MWBE firms in addition to asking non-MWBE firms to also obtain the highest percentage possible for utilization of small business for subcontracting.

D. Communication and Proposer Management

Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.

The firms that UPM Mechanical typically works with at the airport are all very familiar with the requirements. Electrical firms such as LEI and St. Andrews have been working at the airport for many years. Reliant Energy Systems for mechanical insulation has also been at the airport for many years. These companies don’t really need any sort of assistance.

However, as mentioned above, we are willing to work with other firms interested in doing work at the airport to provide assistance to them in establishing a presence for airport work.

E. Past Performance

Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally.

Promoting externally is teaming with other MWBE firms on our contracts. We can provide multiple copies of contracts to MWBE firms if the airport is interested in this past performance documentation.

Promoting internally is teaming with our local unions in job fairs and recruitment events. We attend these events in underprivileged areas and organizations. We have done several for Denver Public Schools.

Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

As a union contractor, we are required to hire from the union. We, as a company, try and maintain a 30% apprentice to journeyman ratio to promote the mentorship and development aspect of the industry. We realize the importance of youth mentorship and have been willing to make the investment towards workforce development in our industry.

Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

UPM Mechanical has promoted these values with their approach to small business teaming with other small business. We typically approach other small business for our subcontracting opportunities before large business. Although, our subcontracting opportunities are a lot less than that of a General Contractor due to us self-performing most of our work as a specialty trade contractor, we are still committed to offering other small business opportunities when we can.

Describe times when Proposer has been successful in promoting the participation of historically underutilized multicultural businesses and/or any assistance provided to the historically underutilized multicultural businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized multicultural businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized multicultural business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized multicultural businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized multicultural businesses performing as prime), and community outreach.

UPM has teamed with other small businesses multiple times on various projects. This has become standard practice for us. It's the rare occasion when this doesn't happen on a project and typically has to do with availability and facility requirements.

We have also on many occasions paid our subcontractors before we were paid to help with their cash flow concerns.

F. Proposer's Culture

Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- Teaming with other small businesses.
- Attending job fairs and recruitment events.
- 30% apprentice to journeyman ratios to promote workforce development.
- Promoting equal employment opportunity in all agreements to subcontractors and vendors as well as all hiring form and processes.

G. Future Initiatives

Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.

Nate Martinez, owner of UPM Mechanical, plans to work with other small business firms over the next 5 years to assist them with becoming certified through the city and county of Denver, business processes and systems, bonding and insurance, access to capital, access to resources, etc. This is a major focus of his as UPM Mechanical begins to graduate out of the small business program over the next 10 years.

Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

Practices would include promoting apprenticeship programs. Practices would also include being involved with organizations such as HCC, AGC and SBA to assist with training for other small businesses.

Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

The overall plan is to be involved with community outreach and training programs.

3. Understanding the Project

Prepare a statement which describes the Proposer’s understanding of the work involved in performing the Scope of Work.

UPM Mechanical would be responsible for the following –

- Maintaining the DEN badging security protocol. This would include following all rules and regulations for badging compliance and ensuring that our employees are also following these rules. We will maintain good badging practices and badging logs to ensure that we are helping the airport maintain a safe and secure experience.
- Maintain insurance coverage for accessing the PC air units.
- Maintain vehicle permitting and driver training programs for safe traveling on the tarmac.
- Maintain safety and quality control practices for all work being performed.
- Maintain a group of service technicians experienced in working at the airport and that are badged and permitted to drive at the airport for proper coverage for this contract.
- Maintain an on-call emergency services process for a 48 hours response time.
- Maintain a service management process for dispatching technician’s, communication and coordination with airport personnel, quoting repair work, tasking sheets for all inspections and maintenance, purchasing parts and consumables for all work, service reporting and invoicing.
- Performing annual and bi-annual inspections and maintenance for all PC air units and associated equipment for the Denver International Airport’s 150+ gate jet bridges.
- Clean coils as necessary to ensure safe and efficient operation of the units.
- Report deficiencies to the airport personnel and provide solutions and pricing for all repairs.
- Once approved by the airport, purchase all parts required for repairs and properly schedule the work with the airport personnel. This may also include replacing the entire units or glycol hosing or coils. Some of these components or units may be provided by the airport.
- Provide the appropriate crew size for the work that is to be performed ensuring safety and highest quality of work.
- Perform all repairs and replacements and ensure safe and efficient operation of the PC air units.
- Schedule inspections with airport personnel to ensure that the project is completed.
- Submit service reports and invoicing to airport personnel for approval.
- Complete and submit all compliance documents required.
- Provide SSSP for this contract and ensure that UPM service personnel are adhering to all policies. Service technicians are to complete daily job hazard analysis forms and can

provide them to the airport personnel upon request. Service techs are also required to complete weekly toolbox talks.

- Effectively manage all subcontractors on this contract ensuring their compliance to all airport rules and regulations and to the site-specific safety plan.
- Maintain EPA protocol for the safe handling of refrigerants.

Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

Items that may come up for this contract are as follows:

Scheduled Inspections and Maintenance –

- UPM would provide a list of PC Air Units to the airport personnel that are scheduled for maintenance for that week. This would include a primary list and secondary list as back-up in case the units are not accessible at that time. We would wait for an approval before proceeding with the schedule.
- When accessing the passenger loading bridge, we will check to make sure that there are no planes coming into the bridge before proceeding with the work. Ideally, we are working on units that are not connected to the airplanes. However, we know that this won't always be the case. When units are connected to the planes, we will first check with the personnel to make sure that we can proceed with the investigation and maintenance work. We also know that we will have to pull off our work when the bridge is being extended or contracted and can resume when the motion stops.

Scheduled Minor Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair. Most minor repairs can be done during normal working hours and in between planes loading and unloading. Minor repairs would include electrical components, minor mechanical components, replacement of piping fittings for glycol units, replacement of leaking valves for glycol units, etc.

Scheduled Major Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair and the impact to the surrounding spaces. Major repairs may include blower motors, blower wheels, coil replacements, compressor replacements, refrigeration leaks and component replacements, etc. Refrigeration work would always be performed by a service technician with the EPA

certification for safe handling of refrigerants which all of our service techs have. The refrigerant would be evacuated into a cylinder, the work would be performed, the system would be pressure tested, then the system would be put into a vacuum and the system would be recharged. Major repairs will typically require more than one service technician to complete and may also require a forklift in some cases. The unit may need to be removed from the passenger loading bridge to make these major repairs. Removing the unit may be required to be done after hours and set off to the side for the repair work to be done, and reinstalled during after-hours once the unit repairs are completed and operation must be verified. UPM is also aware that in these cases for major repairs, we will also need to pull off of work while the passenger loading bridges are in operation.

Scheduled Glycol Hose Replacements –

- UPM would schedule this work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components and fittings required to complete the replacement work. We would also get the aerial lift and forklift mobilized at this time. We would also work with the airport personnel to operate the isolation valves just outside of the exterior wall to make sure that they are operable for the shutdown. During the shutdown, we would isolate the hose, drain and capture the glycol, replace the hose, pump the glycol back in, open the isolation valves and visually inspect operation to ensure no leaks. We would most likely also need to subcontract an insulator to make pipe insulation repairs during normal working hours once the hose has been replaced.

Scheduled Unit Replacements -

- UPM would schedule the replacement work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components required to complete the replacement work. We would also get the forklift mobilized at this time. For glycol units, we would isolate the unit and drain down the glycol and capture it for refill. For DX units containing refrigerant, nothing is required for isolation and drain down. However, if DEN wants us to dispose of the units, then we would need to recover the refrigerant and recycle prior to disposing of the unit. We would subcontract to an electrician to disconnect and reconnect the power. We would install the new unit and perform a thorough start-up to make sure the unit is operating safely and efficiently.

Associated Equipment Replacement -

- UPM would schedule this work with the airport personnel to be done during normal working hours. We can either provide the materials for this work or DEN would provide. This is typically the flex hose and cart coming from the PC air unit and required to connect to the airplane.



4. Proposed Work Plan and Approach

Prepare a description of the Proposer’s project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer’s existing project management control methods and progress reporting systems. Any products obtained from the Proposer’s systems must be in a format which shall allow direct input into DEN’s Microsoft Excel and Microsoft Word systems.

All of our projects undergo a pre-construction master planning process as shown below. Most of this work, being service and repair work, will undergo more of a streamlined version of this process but would still nonetheless touch base on each item. The Service Manager is responsible for reviewing each line item with the project team and to make sure that we have a plan in place to execute the work.



Completer	Preconstruction Master Planning Guide and Responsibility Matrix										
	Project Name:	Responsibility							Date		Notes
	Job No.	PC	PM	PE	OE	SU	FM	Other:	Needed	Complete	
ESTIMATING TO CONSTRUCTION TEAM TURNOVER											
PROJECT SET-UP & KICK-OFF											
PROJECT DOCUMENT REVIEW											
SCHEDULING											
SAFETY, QUALITY CONTROL & SPECIAL RISKS PLAN											
PURCHASING AND JOB COST REVIEW											
CAD PLAN											
BATCHING PLAN											
MATERIAL HANDLING PLAN											
JOB FABRICATION AND DRAWINGS PLAN											
MANPOWER, PRODUCTIVITY, & RESOURCE PLAN											
CHANGE ORDER/CLAIMS AVOIDANCE											
MOBILIZATION & CONSTRUCTION ADMIN											
COMMISSIONING											
PROJECT CLOSEOUT											

The service manager is responsible for the following tasks utilizing our management software.

- Budget and schedule of values set-up
- Purchase orders and subcontract agreements
- RFI’s and submittals
- Document control
- Construction schedules



- Processing of subcontractor and vendor bills
- Hosting stakeholder meetings with the owner
- Change order management
- Permits and inspections
- Safety and quality control
- Pay applications and invoices to customers

Once the project is started, we will have weekly progress meetings. An example of the meeting agenda/meeting minutes is shown below.



MEETING MINUTES

Project Name:
Meeting Number: .
Date:

<u>DISTRIBUTION</u>	<u>REPRESENTING</u>	<u>E-Mail ADDRESS</u>	
1. <u>SAFETY</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
2. <u>SCHEDULE</u>			
3. <u>RFI'S</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
4. <u>SUBMITTALS</u>	NREL		
5. <u>PENDING/CHANGE ORDERS/MODIFICATIONS</u>			
6. <u>OUTAGE SCHEDULE</u>			
7. <u>QUALITY CONTROL</u>			
8. <u>Team Member Vacations / Time Away from Project</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
9. <u>GENERAL / NEW BUSINESS</u>			

Future meetings are scheduled to be located as follows:

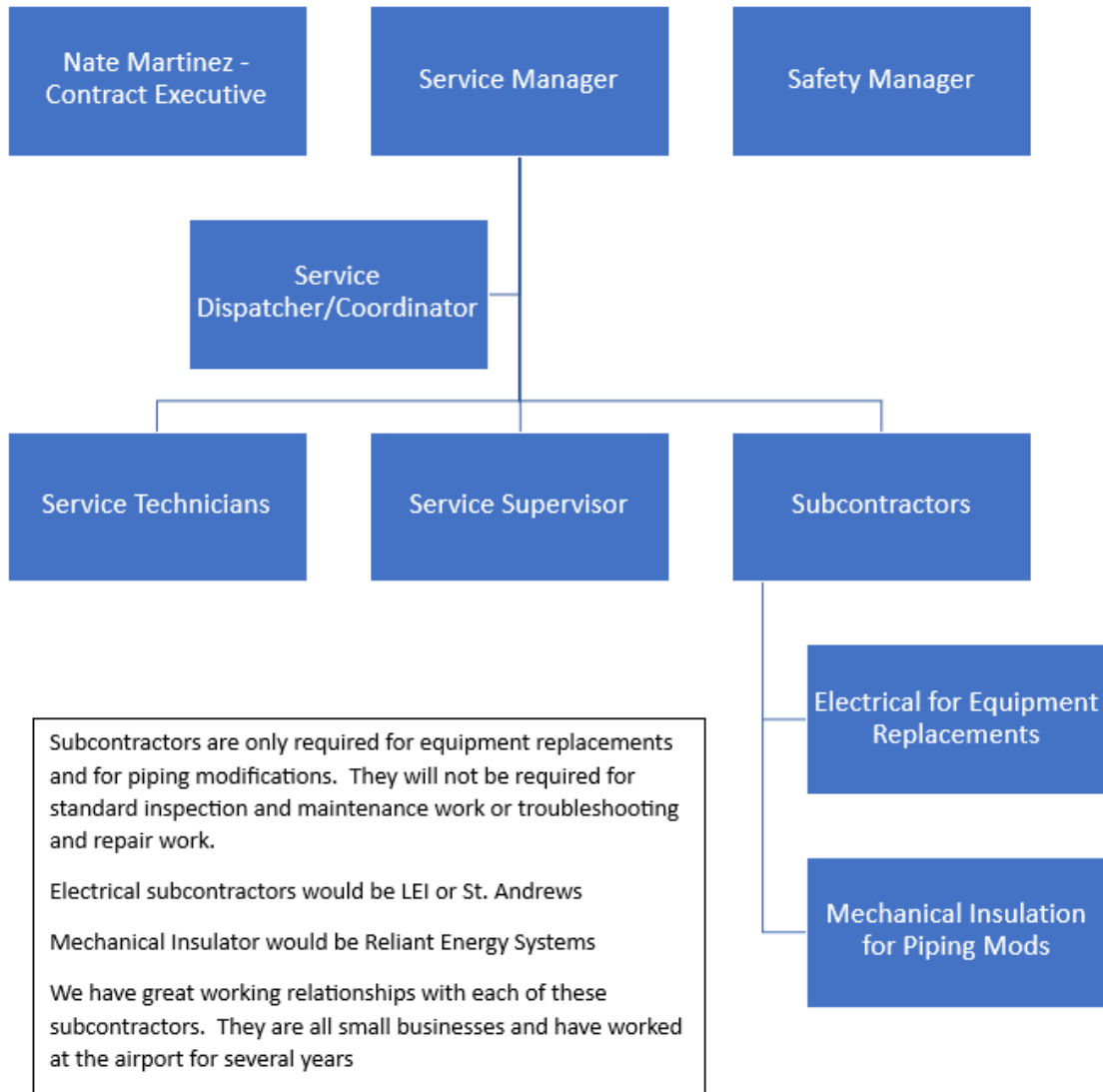
Date: Subject: Site: Time:

These minutes are considered the correct interpretation of the items discussed. Errors and omissions must be notified, in writing, within seven (7) days, or at the next scheduled meeting, or the minutes will be accepted as written.

Xc: All Participants All Non-Participant Distribution

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer’s and subcontractor’s (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11” x 17” if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.



Describe the Proposer’s current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

UPM Mechanical – Prime Service Contractor

5010 Cook Street
Denver, CO 80216

Around 75 employees
15 managers
6 supports
10 foreman/supervisors
8 service technicians
Roughly 40 field craftsmen

Electrical Subcontractors – MWBE Firms. Roughly 50-70 employees

St. Andrews
12520 First Street
PO Box 1115
Eastlake, CO 80614

LEI Companies
715 Vallejo St
Denver, CO 80204

Insulation Subcontractor – MWBE Firm – Roughly 50-70 employees

Reliant Energy Systems
10230 S Progress Way
Parker, CO 80134



6. Company Experience and Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

Project 1: DEN PC Air Unit Inspection and Service – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Jasmine Solis	Email: jsolis@skybluebuilders.com	Phone: 303-220-0339
Contract Value: \$158,235.00	Gross Fees: \$158,235.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: We were contracted to troubleshoot and make repairs on 10 PC air units.		
Project Description: Repairs included the following: Refrigerant leaks replacing seals at the compressors. Replacing compressors Repairing and replacing coils Replacing electrical contactors		

Project 2: DEN Staff Augmentation – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Shawn Parfrey	Email: Shawn.parfrey@flydenver.com	Phone: 303-342-4851
Contract Value: ~\$400,000.00	Gross Fees: \$400,000.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: Provide service technicians to the airport for maintenance services		
Project Description: Change filters on multiple air handling equipment located at the airport Perform routine inspections of air handling equipment including inspecting electrical connections and visual operational checks Lubrication of motors and bearings Voltage and amperage checks Clean units Replace belts as needed		



Project 3: Denver Health Maintenance/On-Call Contract – Denver Health		
Address: 777 Bannock Street, Denver, CO 80204		
POC: Jesus Carrillo	Email: Jesus.carrillo@dhha.org	Phone: 303-994-1079
Contract Value: \$400,000.00	Gross Fees: \$250,000.00	Outcome: Ongoing – 2nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide maintenance and on-call services for the Denver Health facility consisting of over 27 buildings.		
Project Description: Maintenance for all HVAC equipment Maintenance for ice making equipment On-call services for all HVAC and steam and condensate related equipment		

Project 4: RTD Downtown Facilities Preventative Maintenance – Denver		
Address: Blake Street, Broadway and Wynkoop		
POC: Leo Fautsch	Email: Leo.fautsch@rtd-denver.com	Phone: 303-299-3315
Contract Value: \$248,500.00	Gross Fees: \$315,000.00	Outcome: Ongoing – 2 nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide preventative maintenance and on-call repair services for downtown facilities		
Project Description: Preventative maintenance on the following equipment: Air handling units Split systems for elevator rooms and computer rooms Unit heaters, exhaust fans CRAC units and FCU's VFD's Boilers and water heaters and pumps Ice making machines Etc.		



Sample Agreement

We accept the sample agreement as provided.



Proposal Forms

Our completed forms follow this page.

- Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: UPM Mechanical, LLC Date: March 12, 2024

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 7, 2024, for RFP NO. 202372050, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: Nathan Martinez
Digitally signed by Nathan Martinez
DN: C=US, E=nate@upmmechanical.com,
O='UPM Mechanical, LLC', CN=Nathan
Martinez
Date: 2024.03.11 16:14:57-06'00'

Type or print name: Nate Martinez

Proposer’s Business Address: 5010 Cook Street, Denver, CO 80216

E-mail address: nate@upmmechanical.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: UPM Mechanical, LLC

Proposer Address: 5010 Cook Street, Denver, CO 80216

Phone: (303) 426-3900 Fax _____

Email: nate@upmmechanical.com

Federal Identification Number: 83-1571896

Principal in Charge (Name & Title): Nate Martinez, President and CEO

Project Manager for this RFP (Name & Title): Glen Seela

Equal Employment Opportunity Officer: Nate Martinez

Name(s) of Professional and Public Liability Insurance Carrier(s):
Berkley Assurance CO and CNA

**Parent Company Information
(If Applicable)**

Name of Company: Not applicable

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: Denver Public Schools
Contact: Keith Weston
Project Title: Maintenance Manager
Email: kweston@dpsk12.net
Phone Number: 720-423-4051

2. Company Name: Denver Health
Contact: Jesus Carrillo
Project Title: Maintenance Manager
Email: Jesus.carrillo@dhha.org
Phone Number: 303-944-1079

3. Company Name: Jewish Community Center
Contact: Tre Gunnells
Project Title: Director of Maintenance
Email: tgunnells@jccdenver.org
Phone Number: 303-316-6317

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature Nathan Martinez Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com, O="UPM
Mechanical, LLC", CN=Nathan Martinez
Date: 2024.03.11 16:15:21-06'00' Title President and CEO

Print Name Nate Martinez

Date March 12, 2024

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that UPM Mechanical, LLC (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature Nathan Martinez Title President and CEO
Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:16:06-06'00'

Print Name Nate Martinez

Date March 12, 2024

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

None.



Diversity Survey

Our completed survey follows this page.

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 7 March 2024, 11:56am
Receipt number 3371
Related form version 6

Page 1/2

Business Email Address nate@upmmechanical.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation contract.procurement@flydenver.com

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name DEN Passenger Loading Bridge Pre-Conditioned Air Services

Solicitation No. (If Applicable) RFP No. 202472250

Name of Your Company UPM Mechanical, LLC

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 5010 Cook Street

City Denver

State CO

ZIP Code 80216

Business Phone Number 303-426-3900

Business Facsimile Number

Page 2/2

1. How many employees does your company employ? 51 - 100

1A. How many of your employees are full time? 70

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	It is the policy of the company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following: Race, Color, Age, Sex, Sexual Orientation, Gender, Gender Identity, Religion, etc. Equal employment opportunity includes, but is not limited to employment, training, promotion, demotion, transfer, leaves of absence and termination. It is the policy of the company to promote workplace diversity as an understanding, accepting and valuing of differences between people including those of different races, ethnicities, genders, ages, religions, disabilities, sexual orientations, with differences of education, personalities, skill sets, experiences and knowledge bases.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Our subcontract agreements and purchase orders include EEO policies
7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Nathan Martinez
Today's Date	03/07/2024

NOTE: Attach additional sheets or documentation as necessary

for a complete response.



Financial Forms

Our Exhibit B – Rate Sheet is submitted separately.



Appendix A: Resumes

Our firm's resumes follow this page.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Limited to one page.

Ben Trujillo
Safety Manager

Project Role and Responsibilities



Ben Trujillo assists UPM, Project Managers, Superintendents and employees in adhering to company safety and loss control policies. Oversee and work on construction projects to identify, eliminate, and control hazardous conditions that may lead to injury and or property damage using job specific safety standards, best management practices, and Injury Free Environment Techniques. Ben provides support on UPM projects to field personnel to ensure enforcement of owner/customer safety and health policies and procedures.

Job Experience

UPM Mechanical	2019 – Current
NM Industrial Services	2011 - 2019
Blueline	2002 – 2011
MCDS	1999 - 2002

Work Experience

- NREL Mechanical TOA
- NREL Service TOA
- Denver International Projects
- Denver Public Schools Projects
- USAFA Repair HTHW Phase 2
- Littleton Public Schools

Tasks

- Completing safety and environmental inspections, identifying issues and developing corrective action plans to ensure compliance with applicable safety, health and environmental regulations including OSHA, DOE, NREL, and other applicable federal, state and local regulations.
- Conducting safety training orientation sessions and teaching courses to ensure that (EHS) policies and procedures are followed. Maintain worker training schedules and complete all required regulatory documentation
- Monitoring the use, storage and disposal of hazardous chemicals and materials.
- Identify and anticipate safety and health concerns and hazards by surveying environmental, operational, and occupational conditions and render opinions on new procedures and recommend preventative programs.
- Experience in writing reports and policies for health and safety
- Outstanding organizational skills
- Diligent with great attention to detail
- Excellent communication skills with the ability to present and explain health and safety topics

Qualifications | Affiliations | Training | Education

- | | |
|---------------------|---------------------------------|
| • OSHA 30 Hour | • Confined Space |
| • Lockout / Tag Out | • Asbestos Awareness Training |
| • Fall Protection | • Aerial Lift Training |
| • Fire Caulking | • Reasonable Suspicion Training |
| • OSHA 30 Hour | • Site Specific Safety Plans |
| • OSHA Compliance | • First Aid & CPR Certified |



Cameron Herman Service/Sales Manager

Role and Responsibilities



Mr. Herman was hired into the Service Sales Manager position responsible for developing UPM's service sales and maintenance contracts. He manages maintenance and service agreement contracts by building effective processes and procedures for sales. Mr. Herman also manages special projects, including design builds, retrofitting, and refrigeration work. His 9+ years as a professional pipefitter and service technician along with excellent leadership skills help him to provide superior customer service that puts UPM Mechanical ahead of other mechanical contractors in Colorado.

Employment

UPM Mechanical, 2023 – Present
Service/Special Projects Manager

Tolin Mechanical, 2014 – 2023
Service Technician

Maintenance Contracts and Special Projects

Xcel | \$100,000
Suncor | \$150,000
Coors Distribution | \$90,000
Pearson | \$75,000
Comcast | \$175,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
Pipefitter Journeyman License
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
Laser Alignment Fundamentals
Safe Handling of R-410A
Basic Life Support
EPA Section 608 CFC Universal Certification
Leadership Class
Customer Service/Sales



Glen Seela, Jr.

Service/Special Projects Manager

Role and Responsibilities



Mr. Seela was hired into this leadership position responsible for developing UPM's service department. He manages all sales, scheduling, and dispatching for maintenance and service repair projects. By building effective processes and procedures for sales, services, and contracts. Mr. Seela also manages special projects, including retrofitting, design builds, and refrigeration work. His 20+ years as a professional pipefitter and Service Operations Manager along with fantastic leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2017 – 2022
HVAC Operations Manager/Service Tech

JATC Local 208, 2014 – 2018
Service Instructor

American Mechanical Services, 2002 – 2017
Service Tech/Field Instructor

Maintenance Contracts and Special Projects

DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Denver International Airport | \$150,000
DHHA Projects | \$500,000
Frontier Airlines Maintenance | \$375,000
Allstream Chiller Project | \$250,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
UA-MCAA Foreman Certification
F33 Master Pipefitter Certificate ICC
City of Craig/Moffat County Pipefitter Certificate
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
670 Master Mechanical National Certificate ICC
Denver Heating and Ventilation Class A Supervisor
Denver Refrigeration Class A Supervisor
Denver Steam and Hot Water Supervisor
Aurora Supervisor HVAC
Aurora Supervisor Steam and Hot Water



Mary Vallegos

Service Coordinator/Dispatcher



Role and Responsibilities

Ms. Vallegos was hired into the Service Coordinator/Dispatcher position with 20+ years in the Service Industry. Ms. Vallegos is responsible for answering all phone calls and emails including customer service issues. In addition, Ms. Vallegos schedules and dispatches service technicians ensuring customers' requests, specifications, or needs are met using her excellent organizational and multi-tasking skills.

Employment

UPM Mechanical, 2024 – Present
Service Coordinator/Dispatcher

Braconier Plumbing & Mechanical, 2018 - 2024
Dispatcher

Economy AC, 2014 -2018
Dispatcher

Climate Engineering, 2013 -2014
Dispatcher

AC Mechanical, 2010 – 2013
Dispatcher

Carrier West, 2006 – 2009
Customer Assurance Administrative Assistant
Control Department Administrative Assistant

Western Building Services/Comfort Systems USA, 2001 - 2006
Sales Assistant/Receptionist

Siemens Building Technologies
Service Administration Operations

Education | Training | Certifications

High School Diploma, Abraham Lincoln High School
Emily Griffith Technical College
Project Management Level I
MAS90/Trend/Microsoft Office Software

Maintenance Contracts and Special Projects

Century Link | \$1,000,000
United States Postal Service | \$150,000
Denver Health | \$500,000
US Bank | \$175,000



Mike Jennings

Service Special Projects Manager /Sales

Role and Responsibilities



Mr. Jennings was hired into this leadership position responsible for developing UPM's service department. He works in developing service sales contracts, managing maintenance agreements and service repair projects, by building effective processes and procedures. Mr. Jennings also manages special projects, including design builds, retrofitting and refrigeration work. His 20+ years as a professional Pipefitter and Service Projects Manager along with superior leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2020 – 2022
Service Technician

JennCo Mechanical Solutions, 2015 – 2020
President

High Plains Mechanical Solutions, 2010 – 2015
Lead Service Technician

CMS Mechanical Solutions, 2007 – 2010
Service Technician

Chiller Systems Service, 2004 – 2007
Lead Installer

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
MIG & TIG Welding
AC/DC Electrical Diagnostics
Metal Fabrication
HVAC Maintenance, Repair and Installation
Sheet Metal Fabrication
Customer Service/Sales

Maintenance Contracts and Special Projects

Shalom Park Chiller Replacement/Upgrade | \$1,425,000
UC Health Fort Collins HVAC Upgrade | \$750,000
Verizon Wireless Cell Tower Cooling Update | \$475,000
OSKAR Blues Chiller System Upgrade | \$275,000
Sterling Hospital Chiller Replacement | \$215,000



Robert Hambly Superintendent

Role and Responsibilities



Mr. Hambly was hired into the Superintendent position responsible for overseeing staff on a construction site and for handling the project's schedule. Mr. Hambly's experience and expertise allow him to exceed expectations of the customer by demonstrating extraordinary professional leadership in the process of coordinating and managing the installation of mechanical systems. In addition, Mr. Hambly's exceptional leadership skills enable him to maintain schedule, productivity, quality, safety and due diligence by adhering to the policies, principles and core values of UPM Mechanical.

Employment

UPM Mechanical, 2021 – Present
Superintendent

JCOR Mechanical, 2011 – 2021
Superintendent
General Foreman

Maintenance Contracts and Special Projects

Denver International Airport | \$25,000,000
City and County of Denver | \$24,000,000
NREL Facilities | \$13,000,000
Denver Public Schools Energy Upgrades | \$12,000,000
Denver Mint | \$5,000,000
Douglas County School District | \$4,000,000
Amgen Longmont | \$4,000,000
Federal Reserve | \$3,500,000
Great West Financial | \$3,000,000
Sky Blue Builder | \$575,000

Education | Training | Certifications

Pipefitters Local 208 Union Apprenticeship 1993-1998
Foreman Training – Pipefitters Local 208
UA Welding Certification Training
Steam Fitter Journeyman Certificate – City and County of Denver
Refrigeration Journeyman Certificate – City and County of Denver
Blood Borne Pathogen Training
Confined Space Training
CPR & First Aid Training
OSHA 30 Hours
Drug and Alcohol Awareness Training
Asbestos/Lead/Silica Awareness Training
Full Cost of an Hour of Labor – UA Training
Tube Bending Certification Training
Victaulic Training



Damian Lemak Service Technician



Role and Responsibilities

Mr. Lemak was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Murphy Company, 2018 – 2023
Service Technician

Carrier Commercial Services, 2016 – 2018
Service Technician

Trautman & Shreve, 2014 – 2016
Service Technician

Maintenance Contracts and Special Projects

McKesson Pharmaceuticals | \$500,000
Purina Nestle Factory | \$1,000,000
Sky Chef Flight Kitchen | \$350,000
United Airlines Flight Kitchen | \$445,000
Southwest Airlines Commissary | \$50,000
Denver International Airport | \$1,000,000
Centura Hospital | \$250,000
Verizon | \$750,000
Tri-County Health Department | \$75,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
NFPA 70E Electrical/Arc Flash Certification



Emedio (Dee) Mastrosante Service Technician



Role and Responsibilities

Mr. Mastrosante was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 22+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2019 – 2023
Service Technician

Braconier Mechanical, 2014 – 2015
Service Technician

Touzor, 2013 – 2014
Trane Service Technician

HT Lyons Inc., 2011 – 2013
Service Technician

Tozour, 2001-2010
Trane Service Technician

Maintenance Contracts and Special Projects

Liberty 1 & 2 | \$2,800,000
Verizon | \$1,100,000
Century Link (Lumen) | \$1,000,000
Comcast Tower | \$1,000,000
Lockheed Martin | \$800,000
Nintendo North American Headquarters | \$750,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Commercial System II – Trane
Refrigeration Fundamentals
Journeyman Advanced Training 1A, 1B, 2A

ASSE Backflow Tester
PK Boiler Controls
Process Safety Management Oil Refinery
Voyager Reliatel – Trane
Patterson-Kelley Boiler Start Up
Emerson 3Day Compressor Course



Justin Vogel Service Technician



Role and Responsibilities

Mr. Vogel was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Denver Health, 2021 – 2022
Service Technician

US Engineering, 2020-2021
Service Technician

Braconier Plumbing &, 2014 – 2020
Service Technician

Marine Corp., 1998 – 2001

Maintenance Contracts and Special Projects

DU Administrative Office Building | \$1,400,000
Cherry Creek Office Building | \$1,400,000
CU Child Development Building | \$1,100,000
Denver Health Psychology Wards | \$1,000,000

Education | Training | Certifications

Denver City and County Steamfitter/Heating & Ventilation Certificate
EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
Fundamentals of Building Green and Mechanical-GPRO
MIG Welding



Lloyd Wells

Service Technician



Role and Responsibilities

Mr. Wells was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 33+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Johnson Controls, 2015 – 2022
Senior Service Technician

Tolin Mechanical, 2008 – 2015
Service Technician

Source Refrigeration, 2003 – 2008
Service Technician/Sheetmetal Foreman

Contemporary HVAC, 1990 – 2003
Service Technician/Sheetmetal Technician

United States Air Force, 1986 – 1990

Maintenance Contracts and Special Projects

Denver International Airport | \$500,000
Sky Ridge Hospital | \$250,000
Parker Adventist Hospital | \$150,000
Denver Health | \$138,000
Denver Public Schools | \$200,000

Education | Training | Certifications

Air Force School of Refrigeration and HVAC
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
NFPA 70E Electrical/Arc Flash Certification
Advanced ULT Cascade Certified



Mike Rice

Service Technician



Role and Responsibilities

Mr. Rice was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 34+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2005 – 2023
Senior Service Technician

CS Group, 1996 – 2005
Service Technician

Thermal Group, Inc., 1989 – 1996
Service Technician

Maintenance Contracts and Special Projects

Iron Mountain Data Center | \$1,000,000
Jefferson County Sheriff's Department | \$115,000
Steamboat Grand Resort & Hotel | \$110 0,000
Ritz Carlton Beaver Creek | \$95,000
Gateway Level III | \$90,00
Jefferson County Government Center | \$85,000
Monarch Casino | \$80,000
One Steamboat Place | \$75,000
Isle of Capri | \$50,000
Lodge Casino | \$50,000
Jefferson County Public Defenders' Office | \$45,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Centrifical Chillers
Centrifical Fundamentals
Variable Speed Drive Service
Optiview Control Panel
YMC2 Technical/Active Magnetic Bearing System Operation
30 GX/HX Screw Chiller Controls, Startup, Operation and Service
Teardown
Troubleshooting Rooftops and Economizers
RTAA Screw Chiller Service



Waly Cordova

Service Technician



Role and Responsibilities

Mr. Cordova was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 8+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Murphy Company, 2019 – 2022
Service Technician

Tolin Mechanical Systems, 2016 – 2019
Service Technician

Trautman & Shreve, Inc., 2015 – 2016
Service Technician

Maintenance Contracts and Special Projects

Denver International Airport | \$150,000
Frontier Airlines Maintenance | \$375,000
DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Coresite | \$1,000,000

Education | Training | Certifications

Denver Pipefitters Joint Apprenticeship
Denver Pipefitter Journeyman Certification
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Piping Installation
Pipe Welding
Refrigeration System Troubleshooting
Refrigeration System Install
Bilingual – English/Spanish



DENVER
INTERNATIONAL
AIRPORT

RFP No. 22472250, DEN Passenger Loading Bridge Pre-
Conditioned Air Services

UPM MECHANICAL, LLC

5010 Cook Street
Denver, CO 80261

(303) 426-3900
nate@upmmechanical.com

Nathan Martinez
CEO & Owner

Cover Letter

March 12, 2024

Airport Office Building (AOB)
Denver International Airport (DEN)
8500 Pena Boulevard, Room 8810
Denver, Colorado 80249-6340
Attn: Kat Herrera, Contract Administrator

Re: Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services

Dear Kat and Members of the Selection Committee:

UPM Mechanical, Inc., a minority owned certified SBE with the City of Denver, is pleased to present our response to your Request for Proposal No. 202472250, DEN Passenger Loading Bridge Pre-Conditioned Air Services. Our mission is to meet all our customers' needs with the highest professional and ethical standards, and we are excited about the opportunity to do that on this contract.

We partner with our clients, leading and performing with our core values continually in mind:

Commitment - We are committed to customer satisfaction delivered with Integrity, Professionalism and the Highest Standard of Quality in Everything we do. We commit to our Word and Workmanship with the utmost confidence and reliability.

Achievement - We continually strive to achieve an optimal and efficient team in order to best serve our customers.

Safety - We place the highest priority on safety, protecting our valued employees and partners as well as our customers' best interests.

Success - We recognize that our success begins with our customer's success. That's why we strive to provide exceptional customer service and develop good relationships. Our success is also measured by the satisfaction we receive from designing, installing and troubleshooting mechanical systems.



Teamwork - Our people are our greatest strength. The key personnel identified in this proposal are available to do the work for the duration of the contract. We value every internal and external client, working in collaboration to achieve successful project completion. We hold every employee, subcontractor and supplier accountable for our same high standards.

Throughout our proposal, we will demonstrate our knowledge of DEN, the scope of work, our experience in delivering these services, and why UPM Mechanical is the best choice to support you. As an SBE certified firm with the City, we value the opportunities provided to prove our ability, grow our business, and help other underutilized multicultural businesses achieve their goals as well.

UPM Mechanical is committed to providing adequate key personnel available to perform the work for the duration of the contract term. We will appoint several service technicians to this contract to ensure that we have coverage at all times to meet the on-call requirement of providing emergency services with a 48-hour turnaround. We will also have a dedicated service manager and service supervisor appointed to this project at all times. We will ensure that we have the adequate back-up needed for when personnel take vacations and or call in sick. We will maintain our badging and vehicle permitting to allow for this coverage. Nate Martinez is also committed to being involved in this contract as the contract executive.

Thank you in advance for your kind consideration of our proposal, and we look forward to hearing from you soon. If you have any questions or requests for information or clarification, you can reach me at (303) 426-3900 or nate@upmmechanical.com.

Sincerely,

Nathan Martinez

Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:14:05-06'00'

Nathan Martinez
CEO & Owner



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1. Cost Effectiveness

Describe the Proposer team’s philosophy on cost-effectiveness and efficiency to help DEN meet the project budget without compromising quality.

UPM’s philosophy on cost effectiveness and efficiency is to treat every situation as if it were to have a direct personal impact to us. We ask ourselves; “Would we want to pay for this level of service? Would we want this quality of work being performed on our personal property?”. We will treat DEN’s money and equipment as if it were our own. We will be efficient in our approach to inspections, maintenance, emergency services and repair work making sure that the work is scheduled, that we have the materials and tools needed and that we have the correct number of personnel available to execute the work safely and with the highest quality. We will notify DEN of all repair work needed and provide an estimate of hours required to complete prior to performing the work and will wait for authorization to proceed.

Explain the quality control philosophy of the consultant/subconsultant and strategy to minimize errors or re-work that may result in increased costs to the project.

Our quality control philosophy is that we will always assign a journeyman HVAC service tech as the lead for all maintenance, troubleshooting and repair calls associated with this project. Our journeymen are all highly skilled and trained and have gone through a minimum of a 5-year apprenticeship program with the Local Union 208 pipefitters. The majority of our journeyman service technicians have also upgraded their training to Level 3 technicians, requiring an additional 3 years of specialized training.

We also have two service supervisors and a service manager with over 70 years’ experience combined to oversee all work performed within the service department. They will be directly involved in all work and will make jobsite visits periodically and as needed.

In addition to the jobsite visits, service reports are developed by service technicians for every visit and reviewed by the service manager and service supervisor for ensuring completeness of the visit and if any follow-up is required.

Describe the Proposer’s process on right-sizing the team for each task to help DEN achieve project objectives, optimizing team expertise and capabilities, while complying with the contract MWBE goal.

UPM Mechanical is an MWBE certified small business, self-performing the majority of the work associated with this contract. Our service technicians are trained to troubleshoot all parts and components relating to the PC air units including refrigeration, electrical, hydronic water and piping, mechanical components, etc. All of our service technicians also have EPA certifications to work on refrigerant-containing equipment.

The crew sizes will be determined based on the task being completed. If just an inspection or maintenance, one service technician can most likely handle this task. If just an electrical component such as a contactor or relay then one service technician can most likely handle this task. If a compressor needs to be replaced or a coil then we will need to assign at least two service technicians to this task. If we are replacing an entire unit or replacing the glycol hose then this may require three service technicians or maybe even four and rental equipment such as a forklift or aerial lift to complete the work.

UPM Mechanical currently has all of our service technicians badged to work at the airport and with escort and driving privileges. All of our service vehicles are also permitted for the airport.

Describe methods used to manage subconsultants to maintain effectiveness and quality.

UPM Mechanical will be self-performing all work relating to the inspection, maintenance, troubleshooting and emergency services scopes of the project. If a PC air unit needed to be replaced, then we may need to subcontract electrical to disconnect and reconnect the power wiring. UPM Mechanical has good working relationships with other MWBE firms and would plan on using either LEI or St. Andrews who are certified through the City and County of Denver.

If hydronic glycol hoses needed to be replaced, then we may need to subcontract to a pipe insulator to make the insulation repairs. UPM has a great working relationship with Reliant Energy Systems which is a MWBE certified firm.

UPM utilizes subcontractors who are familiar with the airport, badged and insured. They will conduct a site visit with us to show them the work and have them provide an estimate. We would then make DEN aware of this estimate for approval. Once approved, we would issue them a subcontract detailing the scope of work and contract requirements. Contract requirements would include the badging, insurance, certified payroll, specifications, safety, quality, as well as any other contract requirements. We would host a pre-work meeting with them to discuss the safety hazards and mitigations of the project. We would supervise all of their work and would schedule an inspection with DEN to approve their work once completed. Once approved, we would submit their invoice and would get them paid upon receiving payment from the airport.

Discuss how the Proposer will utilize previously completed work, analyses, and reports to inform task and project delivery without compromising quality, accuracy, or validity of results.

UPM Mechanical has performed work on these PC air units under a contract we had with Sky Blue Builders titled “DEN PC Air Unit Inspection and Service” in 2022 and 2023. Under this contract we became very familiar with these units. We were able to access the software from the PC air unit manufacturer that we have downloaded on our service technicians’ laptops for

troubleshooting. The service technicians are able to connect their laptops to the equipment controllers to access alarms and codes for troubleshooting. This was a huge help with this contract. We plan to utilize this same process for this contract.

Our scope of work included an investigation and reporting of deficiencies to DEN and repairs to specified units to get them operational. Repairs included electrical components such as contactors and relays and refrigeration repairs such as leaks at seals and connections. We would evacuate the refrigerant, make the repairs, pressure test, pull a vacuum then recharge refrigerant. We also replaced coils in these units in addition to replacing the entire units.

We will utilize our past performance on these units to hit the ground running if we are given the opportunity to be awarded this contract.

We will also maintain a good working relationship with the DEN HVAC and facility personnel to utilize their past experiences of working on these types of units.

Describe the competitive edge your proposed team provides to DEN from a cost-savings perspective.

The biggest competitive edge UPM provides to DEN is as follows:

- UPM is already badged and insured to provide these services on day 1 of the contract.
- UPM already has permitted vehicles able to access these units.
- UPM has already performed work on several of these units under the contract mentioned above, direct to DEN for service calls and also direct to the equipment manufacturer Twist Aero for warranty work. We are very familiar with the work that is required and can hit the ground running on day 1 of the contract.
- UPM utilizes a field service management software for efficient flow of information for service reports, tasking sheets, time entry, purchase order and invoicing. This software reduces the amount of time a service technician and service manager need to spend on paperwork.
- UPM has a great working relationship with the manufacturer of these PC air units, having done a lot of their service warranty calls at the airport.

Please describe any processes unique to your company or team that add value to your proposal, as well as any technology which you employ (proprietary or otherwise) which you use to mitigate costs for your clients.

UPM will appoint a service manager and service supervisor to oversee the work. The service manager and service supervisor have field experience so they know what to look for. They are involved with every visit from receiving the initial call, to dispatching the service tech, to approving all repair work, for reviewing service reports and generating invoices.



We use a field service management software called BuildOps that does our quoting, dispatching, service reporting, purchase orders, tasking sheets for maintenance and invoicing. Everything is done electronically and is updated in real time. This allows us to operate very efficiently with everyone in the know.

All of our service technicians have laptops assigned to them. These laptops have the PC air unit manufacturer software downloaded to them. The service techs will be able to connect their laptops to the equipment for access to alarms and codes for troubleshooting.

Our safety program will include the following steps:

- Produce a site-specific safety plan for the project.
- All service technicians, service supervisors and service managers will review, approve and sign the site-specific safety plan.
 - Subcontractors are also required to review and sign the SSSP.
- Service technicians are required to submit daily job hazard analysis forms.
- Service technicians are required to review the AHA's that are included in the SSSP for all major tasks.
- Service managers/supervisors are required to perform jobsite safety inspections and submit an inspection report to the safety manager for compliance review.

2. Equity, Diversity and Inclusion Plan

A. Equity, Diversity and Inclusion Strategies

Describe the strategies and tactics Proposer will use to increase the participation of new and existing historically underutilized multicultural businesses in contracting opportunities, and the degree to which these and other strategies drive or play a role in upholding a culture of equity, diversity, and inclusion in the Proposer’s organization.

UPM Mechanical is an MWBE certified firm and will be self-performing the majority of the work associated with this contract. Subcontracting opportunities will include electrical and pipe insulation. We also team with other MWBE firms for these two trades of work. We have worked with LEI and St. Andrews for electrical and Reliant Energy Systems for mechanical insulation.

UPM Mechanical would commit to reaching out to other MWBE firms as well who may not do a lot of work at the airport to also get them involved in this contract. We would be open to sponsoring them and training them in the airport requirements to perform work. However, they would need to be willing to make the investment to work at the airport for these small scopes of work that they may be performing. Equipment replacements and hose replacements are not anticipated to be the majority of this work.

B. Technical Assistance & Support Services

Describe the assistance and/or guidance that Proposer is and will provide to small businesses that helps move this next generation of historically underutilized multicultural businesses forward. This assistance and/or guidance could include technical, financial, or support services to the historically underutilized multicultural businesses that allows them to have meaningful participation on this or other contracts with the Proposer or other business partners.

UPM would be willing to coach other MWBE firms in the following aspects for doing work at the airport:

- Badging – coaching them through the authorized signatory process and tasks required to get their people badged.
- Insurance – coaching them through how to obtain umbrella insurance coverage required to perform work at these PC air units. This would also include how they would handle this additional cost within their financial structure.
- Vehicle Permitting – coaching them through developing a driver training program and the process of permitting vehicles at the airport.
- Compliance Reporting – coaching them through compliance reporting for the airport.

Describe the community resource organizations that Proposer is and will partner with and/or sponsor to provide assistance and/or guidance to historically underutilized multicultural businesses. Examples of such assistance and guidance may include, but are



not limited to, quality control, bonding, insurance, prompt payment, mentoring programs, joint ventures, workforce development, technical assistance, access to capital platforms etc.

Nate Martinez, owner of UPM Mechanical, would also be willing to help on an owner-to-owner basis. Such assistance would include:

- Access to Capital – coaching through the process of submitting for operating capital loans and lines of credit.
- Financial Reporting – monthly interim financial reporting is essential to obtaining lines of credit and bonding.
- Bonding and Insurance Support – UPM’s bonding and insurance broker is IMA. Nate would be willing to make the introduction to IMA as they are a great resource.
- Safety and Quality Control Plans – coaching through the process of developing and implementing safety and quality control plans.
- Business Processes – coaching through specific business processes.

C. Procurement Process

Describe Proposer’s procurement process (including policies and procedures) and provide details on the principles used throughout the process to remove barriers in an effort to promote equity, diversity, and inclusion and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

UPM Mechanical, being an MWBE certified firm, will try and team with other MWBE firms as much as possible to offer as much participation as a whole for the contract. This includes utilizing MWBE firms in addition to asking non-MWBE firms to also obtain the highest percentage possible for utilization of small business for subcontracting.

D. Communication and Proposer Management

Describe the communication strategies and assistance Proposer is and will use with historically underutilized multicultural businesses to align their work with the contract requirements which may include, but are not limited to, training for internal and external staff to ensure effective communication, scheduling, safety requirements, terms and conditions, performance expectations, and dispute resolution.

The firms that UPM Mechanical typically works with at the airport are all very familiar with the requirements. Electrical firms such as LEI and St. Andrews have been working at the airport for many years. Reliant Energy Systems for mechanical insulation has also been at the airport for many years. These companies don’t really need any sort of assistance.

However, as mentioned above, we are willing to work with other firms interested in doing work at the airport to provide assistance to them in establishing a presence for airport work.

E. Past Performance

Provide examples where the Proposer has been successful in promoting equity, diversity, and inclusion both internally and externally.

Promoting externally is teaming with other MWBE firms on our contracts. We can provide multiple copies of contracts to MWBE firms if the airport is interested in this past performance documentation.

Promoting internally is teaming with our local unions in job fairs and recruitment events. We attend these events in underprivileged areas and organizations. We have done several for Denver Public Schools.

Describe practices of Proposer's efforts and initiatives towards youth mentorship & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

As a union contractor, we are required to hire from the union. We, as a company, try and maintain a 30% apprentice to journeyman ratio to promote the mentorship and development aspect of the industry. We realize the importance of youth mentorship and have been willing to make the investment towards workforce development in our industry.

Describe how the Proposer has promoted these values to both historically underutilized multicultural businesses and communities that they serve.

UPM Mechanical has promoted these values with their approach to small business teaming with other small business. We typically approach other small business for our subcontracting opportunities before large business. Although, our subcontracting opportunities are a lot less than that of a General Contractor due to us self-performing most of our work as a specialty trade contractor, we are still committed to offering other small business opportunities when we can.

Describe times when Proposer has been successful in promoting the participation of historically underutilized multicultural businesses and/or any assistance provided to the historically underutilized multicultural businesses that promoted their overall growth and success. Examples of such promotion may include, but are not limited to, bonding and insurance assistance, mentor-protégé programs, prompt payment, workforce expansion, innovative and successful partnering with historically underutilized multicultural businesses (i.e., joint venture, performing as a subcontractor to a historically underutilized multicultural business, etc.) technical assistance, access to capital platforms, innovative teaming strategies between historically underutilized multicultural businesses and Proposer (i.e. DSBO approved joint ventures or historically underutilized multicultural businesses performing as prime), and community outreach.

UPM has teamed with other small businesses multiple times on various projects. This has become standard practice for us. It's the rare occasion when this doesn't happen on a project and typically has to do with availability and facility requirements.

We have also on many occasions paid our subcontractors before we were paid to help with their cash flow concerns.

F. Proposer's Culture

Describe how EDI has been promoted internally and rooted within your company through programs that include but are not limited to 1) company policy and programs that advance equity, diversity, and inclusion priorities, 2) employment practices of recruitment/hiring, employee development/advancement, training (i.e., implicit bias), and 3) expectations of valuing and actively collaborating through partnerships with subcontractors / subconsultants.

- Teaming with other small businesses.
- Attending job fairs and recruitment events.
- 30% apprentice to journeyman ratios to promote workforce development.
- Promoting equal employment opportunity in all agreements to subcontractors and vendors as well as all hiring form and processes.

G. Future Initiatives

Provide a roadmap of the work Proposer intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.

Nate Martinez, owner of UPM Mechanical, plans to work with other small business firms over the next 5 years to assist them with becoming certified through the city and county of Denver, business processes and systems, bonding and insurance, access to capital, access to resources, etc. This is a major focus of his as UPM Mechanical begins to graduate out of the small business program over the next 10 years.

Describe practices Proposer intends to use in youth mentoring & development, employee recruitment, training, development, and succession planning to promote equity, diversity, and inclusion.

Practices would include promoting apprenticeship programs. Practices would also include being involved with organizations such as HCC, AGC and SBA to assist with training for other small businesses.

Describe any plans Proposer has made to promote these values to both businesses and communities that they serve.

The overall plan is to be involved with community outreach and training programs.

3. Understanding the Project

Prepare a statement which describes the Proposer’s understanding of the work involved in performing the Scope of Work.

UPM Mechanical would be responsible for the following –

- Maintaining the DEN badging security protocol. This would include following all rules and regulations for badging compliance and ensuring that our employees are also following these rules. We will maintain good badging practices and badging logs to ensure that we are helping the airport maintain a safe and secure experience.
- Maintain insurance coverage for accessing the PC air units.
- Maintain vehicle permitting and driver training programs for safe traveling on the tarmac.
- Maintain safety and quality control practices for all work being performed.
- Maintain a group of service technicians experienced in working at the airport and that are badged and permitted to drive at the airport for proper coverage for this contract.
- Maintain an on-call emergency services process for a 48 hours response time.
- Maintain a service management process for dispatching technician’s, communication and coordination with airport personnel, quoting repair work, tasking sheets for all inspections and maintenance, purchasing parts and consumables for all work, service reporting and invoicing.
- Performing annual and bi-annual inspections and maintenance for all PC air units and associated equipment for the Denver International Airport’s 150+ gate jet bridges.
- Clean coils as necessary to ensure safe and efficient operation of the units.
- Report deficiencies to the airport personnel and provide solutions and pricing for all repairs.
- Once approved by the airport, purchase all parts required for repairs and properly schedule the work with the airport personnel. This may also include replacing the entire units or glycol hosing or coils. Some of these components or units may be provided by the airport.
- Provide the appropriate crew size for the work that is to be performed ensuring safety and highest quality of work.
- Perform all repairs and replacements and ensure safe and efficient operation of the PC air units.
- Schedule inspections with airport personnel to ensure that the project is completed.
- Submit service reports and invoicing to airport personnel for approval.
- Complete and submit all compliance documents required.
- Provide SSSP for this contract and ensure that UPM service personnel are adhering to all policies. Service technicians are to complete daily job hazard analysis forms and can

provide them to the airport personnel upon request. Service techs are also required to complete weekly toolbox talks.

- Effectively manage all subcontractors on this contract ensuring their compliance to all airport rules and regulations and to the site-specific safety plan.
- Maintain EPA protocol for the safe handling of refrigerants.

Discuss understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work which the Proposer believes should be addressed.

Items that may come up for this contract are as follows:

Scheduled Inspections and Maintenance –

- UPM would provide a list of PC Air Units to the airport personnel that are scheduled for maintenance for that week. This would include a primary list and secondary list as back-up in case the units are not accessible at that time. We would wait for an approval before proceeding with the schedule.
- When accessing the passenger loading bridge, we will check to make sure that there are no planes coming into the bridge before proceeding with the work. Ideally, we are working on units that are not connected to the airplanes. However, we know that this won't always be the case. When units are connected to the planes, we will first check with the personnel to make sure that we can proceed with the investigation and maintenance work. We also know that we will have to pull off our work when the bridge is being extended or contracted and can resume when the motion stops.

Scheduled Minor Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair. Most minor repairs can be done during normal working hours and in between planes loading and unloading. Minor repairs would include electrical components, minor mechanical components, replacement of piping fittings for glycol units, replacement of leaking valves for glycol units, etc.

Scheduled Major Repairs –

- UPM would schedule every repair with the airport personnel and would indicate the length of the downtime of the PC air unit to perform the repair and the impact to the surrounding spaces. Major repairs may include blower motors, blower wheels, coil replacements, compressor replacements, refrigeration leaks and component replacements, etc. Refrigeration work would always be performed by a service technician with the EPA

certification for safe handling of refrigerants which all of our service techs have. The refrigerant would be evacuated into a cylinder, the work would be performed, the system would be pressure tested, then the system would be put into a vacuum and the system would be recharged. Major repairs will typically require more than one service technician to complete and may also require a forklift in some cases. The unit may need to be removed from the passenger loading bridge to make these major repairs. Removing the unit may be required to be done after hours and set off to the side for the repair work to be done, and reinstalled during after-hours once the unit repairs are completed and operation must be verified. UPM is also aware that in these cases for major repairs, we will also need to pull off of work while the passenger loading bridges are in operation.

Scheduled Glycol Hose Replacements –

- UPM would schedule this work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components and fittings required to complete the replacement work. We would also get the aerial lift and forklift mobilized at this time. We would also work with the airport personnel to operate the isolation valves just outside of the exterior wall to make sure that they are operable for the shutdown. During the shutdown, we would isolate the hose, drain and capture the glycol, replace the hose, pump the glycol back in, open the isolation valves and visually inspect operation to ensure no leaks. We would most likely also need to subcontract an insulator to make pipe insulation repairs during normal working hours once the hose has been replaced.

Scheduled Unit Replacements -

- UPM would schedule the replacement work with the airport personnel to be done during after-hours. UPM would prepare for this work to be done the day before the scheduled after-hour shutdown and would make sure that we have all of the components required to complete the replacement work. We would also get the forklift mobilized at this time. For glycol units, we would isolate the unit and drain down the glycol and capture it for refill. For DX units containing refrigerant, nothing is required for isolation and drain down. However, if DEN wants us to dispose of the units, then we would need to recover the refrigerant and recycle prior to disposing of the unit. We would subcontract to an electrician to disconnect and reconnect the power. We would install the new unit and perform a thorough start-up to make sure the unit is operating safely and efficiently.

Associated Equipment Replacement -

- UPM would schedule this work with the airport personnel to be done during normal working hours. We can either provide the materials for this work or DEN would provide. This is typically the flex hose and cart coming from the PC air unit and required to connect to the airplane.



4. Proposed Work Plan and Approach

Prepare a description of the Proposer’s project management and organizational approach, and methods for performing the Scope of Work. This shall include the proposed effort for completing the work on schedule and the methods the Proposer would use to coordinate its work with other entities and consultants whose work must interface or connect with work performed by the Proposer.

In addition, describe the Proposer’s existing project management control methods and progress reporting systems. Any products obtained from the Proposer’s systems must be in a format which shall allow direct input into DEN’s Microsoft Excel and Microsoft Word systems.

All of our projects undergo a pre-construction master planning process as shown below. Most of this work, being service and repair work, will undergo more of a streamlined version of this process but would still nonetheless touch base on each item. The Service Manager is responsible for reviewing each line item with the project team and to make sure that we have a plan in place to execute the work.



Completer	Preconstruction Master Planning Guide and Responsibility Matrix										
	Project Name:	Responsibility							Date		Notes
	Job No.	PC	PM	PE	OE	SU	FM	Other:	Needed	Complete	
ESTIMATING TO CONSTRUCTION TEAM TURNOVER											
PROJECT SET-UP & KICK-OFF											
PROJECT DOCUMENT REVIEW											
SCHEDULING											
SAFETY, QUALITY CONTROL & SPECIAL RISKS PLAN											
PURCHASING AND JOB COST REVIEW											
CAD PLAN											
BATCHING PLAN											
MATERIAL HANDLING PLAN											
JOB FABRICATION AND DRAWINGS PLAN											
MANPOWER, PRODUCTIVITY, & RESOURCE PLAN											
CHANGE ORDER/CLAIMS AVOIDANCE											
MOBILIZATION & CONSTRUCTION ADMIN											
COMMISSIONING											
PROJECT CLOSEOUT											

The service manager is responsible for the following tasks utilizing our management software.

- Budget and schedule of values set-up
- Purchase orders and subcontract agreements
- RFI’s and submittals
- Document control
- Construction schedules



- Processing of subcontractor and vendor bills
- Hosting stakeholder meetings with the owner
- Change order management
- Permits and inspections
- Safety and quality control
- Pay applications and invoices to customers

Once the project is started, we will have weekly progress meetings. An example of the meeting agenda/meeting minutes is shown below.



MEETING MINUTES

Project Name:
Meeting Number: .
Date:

<u>DISTRIBUTION</u>	<u>REPRESENTING</u>	<u>E-Mail ADDRESS</u>	
1. <u>SAFETY</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
2. <u>SCHEDULE</u>			
3. <u>RFI'S</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
4. <u>SUBMITTALS</u>	NREL		
5. <u>PENDING/CHANGE ORDERS/MODIFICATIONS</u>			
6. <u>OUTAGE SCHEDULE</u>			
7. <u>QUALITY CONTROL</u>			
8. <u>Team Member Vacations / Time Away from Project</u>	<u>Action By</u>	<u>Date Required</u>	<u>Date Completed</u>
9. <u>GENERAL / NEW BUSINESS</u>			

Future meetings are scheduled to be located as follows:

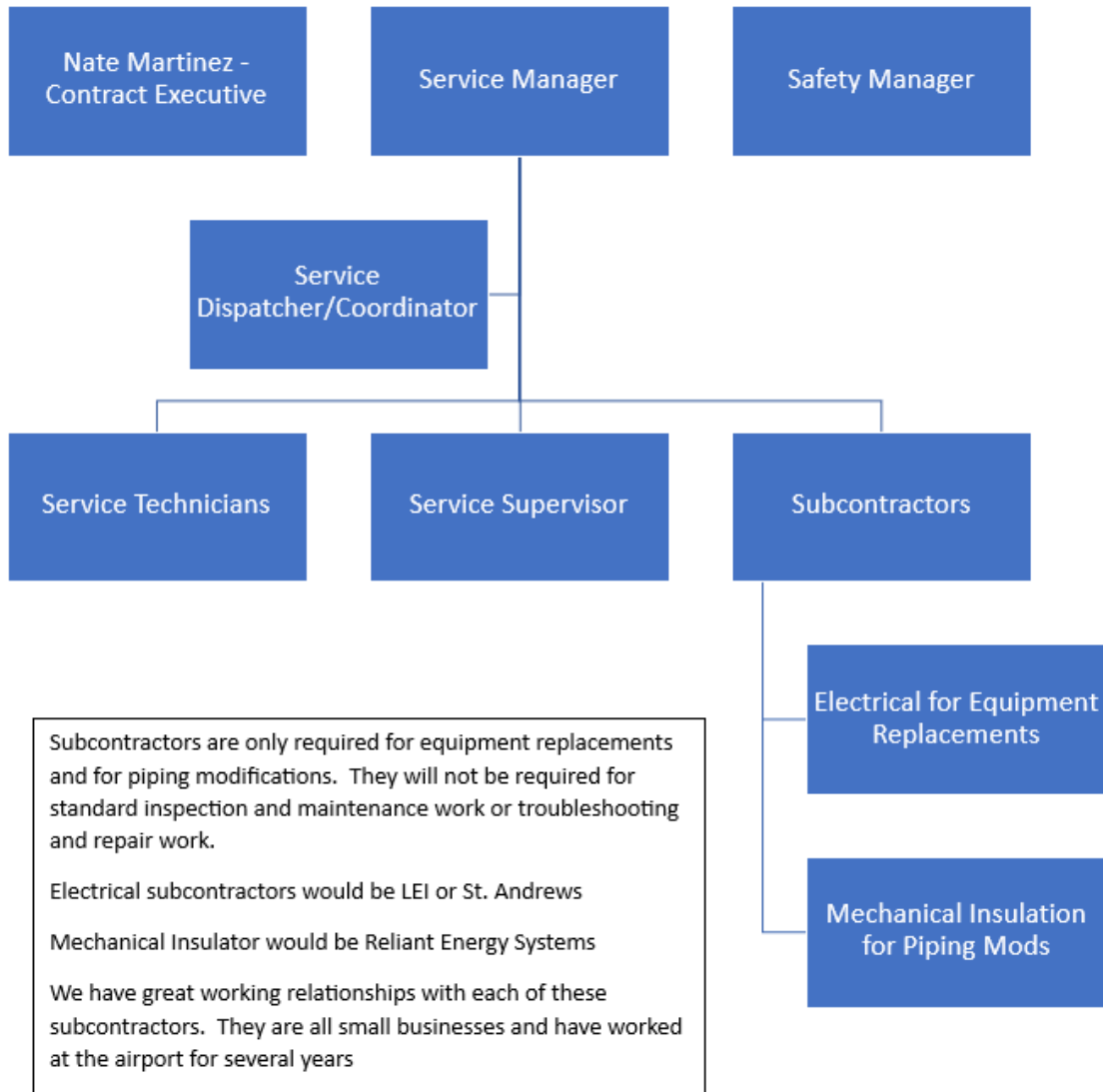
Date: Subject: Site: Time:

These minutes are considered the correct interpretation of the items discussed. Errors and omissions must be notified, in writing, within seven (7) days, or at the next scheduled meeting, or the minutes will be accepted as written.

Xc: All Participants All Non-Participant Distribution

5. Key Personnel and Ability to Respond

Prepare an organizational chart which identifies the Proposer’s and subcontractor’s (if applicable) key personnel who would perform work under the Contract. The organizational chart can be on 11” x 17” if needed. Describe the qualifications of each subcontractor which the Proposer plans to retain to perform work. Describe the type of work which will be assigned to each subcontractor.





Describe the Proposer’s current ability to effectively and conveniently perform the Scope of Work and to coordinate its efforts with DEN and its other consultants. For the Proposer and each subconsultant on a team, list office addresses and total number of employees, and the number of both professional and support employees located at those offices. Proposers shall identify the location where work on this project would be performed.

UPM Mechanical – Prime Service Contractor

5010 Cook Street
Denver, CO 80216

Around 75 employees
15 managers
6 supports
10 foreman/supervisors
8 service technicians
Roughly 40 field craftsmen

Electrical Subcontractors – MWBE Firms. Roughly 50-70 employees

St. Andrews
12520 First Street
PO Box 1115
Eastlake, CO 80614

LEI Companies
715 Vallejo St
Denver, CO 80204

Insulation Subcontractor – MWBE Firm – Roughly 50-70 employees

Reliant Energy Systems
10230 S Progress Way
Parker, CO 80134



6. Company Experience and Qualifications

Please discuss your experience and approach to providing the services detailed in the Scope of Work, above. Include information on previous projects where these services have been provided by your company and discuss your methodology, challenges that typically arise, lessons learned, the expected level of assistance required from the client to accomplish each specified task, and any other relevant factors.

Project 1: DEN PC Air Unit Inspection and Service – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Jasmine Solis	Email: jsolis@skybluebuilders.com	Phone: 303-220-0339
Contract Value: \$158,235.00	Gross Fees: \$158,235.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: We were contracted to troubleshoot and make repairs on 10 PC air units.		
Project Description: Repairs included the following: Refrigerant leaks replacing seals at the compressors. Replacing compressors Repairing and replacing coils Replacing electrical contactors		

Project 2: DEN Staff Augmentation – Denver International Airport		
Address: 8500 Pena Blvd, Denver, CO 80249		
POC: Shawn Parfrey	Email: Shawn.parfrey@flydenver.com	Phone: 303-342-4851
Contract Value: ~\$400,000.00	Gross Fees: \$400,000.00	Outcome: Complete
Subconsultants (if any): None		% work:
Scope of Work: Provide service technicians to the airport for maintenance services		
Project Description: Change filters on multiple air handling equipment located at the airport Perform routine inspections of air handling equipment including inspecting electrical connections and visual operational checks Lubrication of motors and bearings Voltage and amperage checks Clean units Replace belts as needed		



Project 3: Denver Health Maintenance/On-Call Contract – Denver Health		
Address: 777 Bannock Street, Denver, CO 80204		
POC: Jesus Carrillo	Email: Jesus.carrillo@dhha.org	Phone: 303-994-1079
Contract Value: \$400,000.00	Gross Fees: \$250,000.00	Outcome: Ongoing – 2nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide maintenance and on-call services for the Denver Health facility consisting of over 27 buildings.		
Project Description: Maintenance for all HVAC equipment Maintenance for ice making equipment On-call services for all HVAC and steam and condensate related equipment		

Project 4: RTD Downtown Facilities Preventative Maintenance – Denver		
Address: Blake Street, Broadway and Wynkoop		
POC: Leo Fautsch	Email: Leo.fautsch@rtd-denver.com	Phone: 303-299-3315
Contract Value: \$248,500.00	Gross Fees: \$315,000.00	Outcome: Ongoing – 2 nd Year Term
Subconsultants (if any): None		% work:
Scope of Work: Provide preventative maintenance and on-call repair services for downtown facilities		
Project Description: Preventative maintenance on the following equipment: Air handling units Split systems for elevator rooms and computer rooms Unit heaters, exhaust fans CRAC units and FCU's VFD's Boilers and water heaters and pumps Ice making machines Etc.		



Sample Agreement

We accept the sample agreement as provided.



Proposal Forms

Our completed forms follow this page.

- Proposal Acknowledgement Letter – filled out completely and acknowledged all addenda
- Proposal Data Form
- Disclosure of Legal & Administrative Proceedings & Financial Conditions

VI. ATTACHMENT 1, PROPOSAL FORMS
Attachment 1, Part 1 Proposal Acknowledgement Letter

City and County of Denver
Denver International Airport

Proposer: UPM Mechanical, LLC Date: March 12, 2024

Airport Office Building (AOB)
Denver International Airport
8500 Pena Boulevard
Denver, Colorado 80249-6340

In response to the Request for Proposal (RFP) dated February 7, 2024, for RFP NO. 202372050, the undersigned hereby declares that they have carefully read and examined the proposal documents and hereby proposes to perform and complete the work as required in the Scope of Work. Attached hereto are the completed responses to Parts 2, 3 and 4 of the Proposal Forms.

The undersigned agrees that this proposal constitutes a valid offer to negotiate a Contract with the City and County of Denver (City) to perform the work described in the proposal documents.

After final agreement on the terms of the Contract has been reached, the undersigned agrees to execute the Contract, which will be prepared by the City, in a timely manner.

The undersigned acknowledges receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: _____

The undersigned certifies that they have examined and is fully familiar with the proposal documents and has satisfied themselves with respect to any questions regarding the RFP which could in any way affect the undersigned’s understanding of the Scope of Work or any estimate of the cost thereof.

Signature: Nathan Martinez
Digitally signed by Nathan Martinez
DN: C=US, E=nate@upmmechanical.com,
O='UPM Mechanical, LLC', CN=Nathan
Martinez
Date: 2024.03.11 16:14:57-06'00'

Type or print name: Nate Martinez

Proposer’s Business Address: 5010 Cook Street, Denver, CO 80216

E-mail address: nate@upmmechanical.com

Attachment 1, Part 2 Proposal Data Form

**City and County of Denver
Denver International Airport
(Please use this form)**

Proposer Name: UPM Mechanical, LLC

Proposer Address: 5010 Cook Street, Denver, CO 80216

Phone: (303) 426-3900 Fax _____

Email: nate@upmmechanical.com

Federal Identification Number: 83-1571896

Principal in Charge (Name & Title): Nate Martinez, President and CEO

Project Manager for this RFP (Name & Title): Glen Seela

Equal Employment Opportunity Officer: Nate Martinez

Name(s) of Professional and Public Liability Insurance Carrier(s):
Berkley Assurance CO and CNA

**Parent Company Information
(If Applicable)**

Name of Company: Not applicable

Address: _____

Phone: _____ Fax: _____

Contact Person: _____

Submittal is for (check one):

- Sole Proprietorship
- Partnership
- Corporation

If this is a corporation, then you are the (check one):

- Subsidiary
- Parent Company

State of Incorporation: Colorado

Is this a joint venture?

- YES
- NO

If this is a joint venture, a certified copy of the Joint Venture Agreement must accompany this proposal.

Licenses to perform work (issuing authority, date and validity—please provide copies of all listed):

References
(Provide three professional references below)

1. Company Name: Denver Public Schools
Contact: Keith Weston
Project Title: Maintenance Manager
Email: kweston@dpsk12.net
Phone Number: 720-423-4051

2. Company Name: Denver Health
Contact: Jesus Carrillo
Project Title: Maintenance Manager
Email: Jesus.carrillo@dhha.org
Phone Number: 303-944-1079

3. Company Name: Jewish Community Center
Contact: Tre Gunnells
Project Title: Director of Maintenance
Email: tgunnells@jccdenver.org
Phone Number: 303-316-6317

CERTIFICATION

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data Form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

Signature Nathan Martinez Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com, O="UPM
Mechanical, LLC", CN=Nathan Martinez
Date: 2024.03.11 16:15:21-06'00' Title President and CEO

Print Name Nate Martinez

Date March 12, 2024

Attachment 1, Part 3 Disclosure of Legal and Administrative Proceedings and Financial Condition

**City and County of Denver
Denver International Airport
(Please use this form)**

If no disclosure required in accordance with III-15, please sign affirmation statement.

The undersign affirms that UPM Mechanical, LLC (Proposer) has not been involved in any legal or administrative proceedings which involve a claim in excess of Fifty Thousand Dollars (\$50,000.00); has not filed bankruptcy within the last ten (10) years; has not been debarred or suspended from bidding/proposing on any Federal, State or local government procurements; and neither the Proposer nor its key employees have been convicted of a bid/proposal-related crime, violation or felony in the last five (5) years.

Signature Nathan Martinez Title President and CEO
Digitally signed by Nathan Martinez
DN: C=US,
E=nate@upmechanical.com,
O="UPM Mechanical, LLC",
CN=Nathan Martinez
Date: 2024.03.11 16:16:06-06'00'

Print Name Nate Martinez

Date March 12, 2024

If disclosure is required in accordance with III-15, please use the following space to provide information. If additional space is needed, please attach additional pages.

None.



Diversity Survey

Our completed survey follows this page.

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 7 March 2024, 11:56am
Receipt number 3371
Related form version 6

Page 1/2

Business Email Address nate@upmmechanical.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation contract.procurement@flydenver.com

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name DEN Passenger Loading Bridge Pre-Conditioned Air Services

Solicitation No. (If Applicable) RFP No. 202472250

Name of Your Company UPM Mechanical, LLC

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 5010 Cook Street

City Denver

State CO

ZIP Code 80216

Business Phone Number 303-426-3900

Business Facsimile Number

Page 2/2

1. How many employees does your company employ? 51 - 100

1A. How many of your employees are full time? 70

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	It is the policy of the company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following: Race, Color, Age, Sex, Sexual Orientation, Gender, Gender Identity, Religion, etc. Equal employment opportunity includes, but is not limited to employment, training, promotion, demotion, transfer, leaves of absence and termination. It is the policy of the company to promote workplace diversity as an understanding, accepting and valuing of differences between people including those of different races, ethnicities, genders, ages, religions, disabilities, sexual orientations, with differences of education, personalities, skill sets, experiences and knowledge bases.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Our subcontract agreements and purchase orders include EEO policies
7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Nathan Martinez
Today's Date	03/07/2024

NOTE: Attach additional sheets or documentation as necessary

for a complete response.



Financial Forms

Our Exhibit B – Rate Sheet is submitted separately.



Appendix A: Resumes

Our firm's resumes follow this page.

Submit detailed resumes for the proposed key staff personnel including key personnel of subcontractors that are identified within Exhibit B. Include a description of their qualifications and experience and a description of their position and length of employment with the Proposer or subcontractor. Limited to one page.

Ben Trujillo
Safety Manager

Project Role and Responsibilities



Ben Trujillo assists UPM, Project Managers, Superintendents and employees in adhering to company safety and loss control policies. Oversee and work on construction projects to identify, eliminate, and control hazardous conditions that may lead to injury and or property damage using job specific safety standards, best management practices, and Injury Free Environment Techniques. Ben provides support on UPM projects to field personnel to ensure enforcement of owner/customer safety and health policies and procedures.

Job Experience

UPM Mechanical 2019 – Current
 NM Industrial Services 2011 - 2019
 Blueline 2002 – 2011
 MCDS 1999 - 2002

Work Experience

- NREL Mechanical TOA
- NREL Service TOA
- Denver International Projects
- Denver Public Schools Projects
- USAFA Repair HTHW Phase 2
- Littleton Public Schools

Tasks

- Completing safety and environmental inspections, identifying issues and developing corrective action plans to ensure compliance with applicable safety, health and environmental regulations including OSHA, DOE, NREL, and other applicable federal, state and local regulations.
- Conducting safety training orientation sessions and teaching courses to ensure that (EHS) policies and procedures are followed. Maintain worker training schedules and complete all required regulatory documentation
- Monitoring the use, storage and disposal of hazardous chemicals and materials.
- Identify and anticipate safety and health concerns and hazards by surveying environmental, operational, and occupational conditions and render opinions on new procedures and recommend preventative programs.
- Experience in writing reports and policies for health and safety
- Outstanding organizational skills
- Diligent with great attention to detail
- Excellent communication skills with the ability to present and explain health and safety topics

Qualifications | Affiliations | Training | Education

- | | |
|---------------------|---------------------------------|
| • OSHA 30 Hour | • Confined Space |
| • Lockout / Tag Out | • Asbestos Awareness Training |
| • Fall Protection | • Aerial Lift Training |
| • Fire Caulking | • Reasonable Suspicion Training |
| • OSHA 30 Hour | • Site Specific Safety Plans |
| • OSHA Compliance | • First Aid & CPR Certified |



Cameron Herman Service/Sales Manager

Role and Responsibilities



Mr. Herman was hired into the Service Sales Manager position responsible for developing UPM's service sales and maintenance contracts. He manages maintenance and service agreement contracts by building effective processes and procedures for sales. Mr. Herman also manages special projects, including design builds, retrofitting, and refrigeration work. His 9+ years as a professional pipefitter and service technician along with excellent leadership skills help him to provide superior customer service that puts UPM Mechanical ahead of other mechanical contractors in Colorado.

Employment

UPM Mechanical, 2023 – Present
Service/Special Projects Manager

Tolin Mechanical, 2014 – 2023
Service Technician

Maintenance Contracts and Special Projects

Xcel | \$100,000
Suncor | \$150,000
Coors Distribution | \$90,000
Pearson | \$75,000
Comcast | \$175,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
Pipefitter Journeyman License
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
Laser Alignment Fundamentals
Safe Handling of R-410A
Basic Life Support
EPA Section 608 CFC Universal Certification
Leadership Class
Customer Service/Sales



Glen Seela, Jr.

Service/Special Projects Manager

Role and Responsibilities



Mr. Seela was hired into this leadership position responsible for developing UPM's service department. He manages all sales, scheduling, and dispatching for maintenance and service repair projects. By building effective processes and procedures for sales, services, and contracts. Mr. Seela also manages special projects, including retrofitting, design builds, and refrigeration work. His 20+ years as a professional pipefitter and Service Operations Manager along with fantastic leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2017 – 2022
HVAC Operations Manager/Service Tech

JATC Local 208, 2014 – 2018
Service Instructor

American Mechanical Services, 2002 – 2017
Service Tech/Field Instructor

Maintenance Contracts and Special Projects

DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Denver International Airport | \$150,000
DHHA Projects | \$500,000
Frontier Airlines Maintenance | \$375,000
Allstream Chiller Project | \$250,000

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
UA-MCAA Foreman Certification
F33 Master Pipefitter Certificate ICC
City of Craig/Moffat County Pipefitter Certificate
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
670 Master Mechanical National Certificate ICC
Denver Heating and Ventilation Class A Supervisor
Denver Refrigeration Class A Supervisor
Denver Steam and Hot Water Supervisor
Aurora Supervisor HVAC
Aurora Supervisor Steam and Hot Water



Mary Vallegos

Service Coordinator/Dispatcher



Role and Responsibilities

Ms. Vallegos was hired into the Service Coordinator/Dispatcher position with 20+ years in the Service Industry. Ms. Vallegos is responsible for answering all phone calls and emails including customer service issues. In addition, Ms. Vallegos schedules and dispatches service technicians ensuring customers' requests, specifications, or needs are met using her excellent organizational and multi-tasking skills.

Employment

UPM Mechanical, 2024 – Present
Service Coordinator/Dispatcher

Braconier Plumbing & Mechanical, 2018 - 2024
Dispatcher

Economy AC, 2014 -2018
Dispatcher

Climate Engineering, 2013 -2014
Dispatcher

AC Mechanical, 2010 – 2013
Dispatcher

Carrier West, 2006 – 2009
Customer Assurance Administrative Assistant
Control Department Administrative Assistant

Western Building Services/Comfort Systems USA, 2001 - 2006
Sales Assistant/Receptionist

Siemens Building Technologies
Service Administration Operations

Education | Training | Certifications

High School Diploma, Abraham Lincoln High School
Emily Griffith Technical College
Project Management Level I
MAS90/Trend/Microsoft Office Software

Maintenance Contracts and Special Projects

Century Link | \$1,000,000
United States Postal Service | \$150,000
Denver Health | \$500,000
US Bank | \$175,000



Mike Jennings

Service Special Projects Manager /Sales

Role and Responsibilities



Mr. Jennings was hired into this leadership position responsible for developing UPM's service department. He works in developing service sales contracts, managing maintenance agreements and service repair projects, by building effective processes and procedures. Mr. Jennings also manages special projects, including design builds, retrofitting and refrigeration work. His 20+ years as a professional Pipefitter and Service Projects Manager along with superior leadership skills help him to provide the best quality results to clients.

Employment

UPM Mechanical, 2022 – Present
Service/Special Projects Manager

Murphy Company, 2020 – 2022
Service Technician

JennCo Mechanical Solutions, 2015 – 2020
President

High Plains Mechanical Solutions, 2010 – 2015
Lead Service Technician

CMS Mechanical Solutions, 2007 – 2010
Service Technician

Chiller Systems Service, 2004 – 2007
Lead Installer

Education | Training | Certifications

Pipefitting Apprenticeship: Pipefitters Local 208 JATC
10-Hour OSHA Certification
NFPA 70E Electrical/Arc Flash Certification
MIG & TIG Welding
AC/DC Electrical Diagnostics
Metal Fabrication
HVAC Maintenance, Repair and Installation
Sheet Metal Fabrication
Customer Service/Sales

Maintenance Contracts and Special Projects

Shalom Park Chiller Replacement/Upgrade | \$1,425,000
UC Health Fort Collins HVAC Upgrade | \$750,000
Verizon Wireless Cell Tower Cooling Update | \$475,000
OSKAR Blues Chiller System Upgrade | \$275,000
Sterling Hospital Chiller Replacement | \$215,000



Robert Hambly Superintendent

Role and Responsibilities



Mr. Hambly was hired into the Superintendent position responsible for overseeing staff on a construction site and for handling the project's schedule. Mr. Hambly's experience and expertise allow him to exceed expectations of the customer by demonstrating extraordinary professional leadership in the process of coordinating and managing the installation of mechanical systems. In addition, Mr. Hambly's exceptional leadership skills enable him to maintain schedule, productivity, quality, safety and due diligence by adhering to the policies, principles and core values of UPM Mechanical.

Employment

UPM Mechanical, 2021 – Present
Superintendent

JCOR Mechanical, 2011 – 2021
Superintendent
General Foreman

Maintenance Contracts and Special Projects

Denver International Airport | \$25,000,000
City and County of Denver | \$24,000,000
NREL Facilities | \$13,000,000
Denver Public Schools Energy Upgrades | \$12,000,000
Denver Mint | \$5,000,000
Douglas County School District | \$4,000,000
Amgen Longmont | \$4,000,000
Federal Reserve | \$3,500,000
Great West Financial | \$3,000,000
Sky Blue Builder | \$575,000

Education | Training | Certifications

Pipefitters Local 208 Union Apprenticeship 1993-1998
Foreman Training – Pipefitters Local 208
UA Welding Certification Training
Steam Fitter Journeyman Certificate – City and County of Denver
Refrigeration Journeyman Certificate – City and County of Denver
Blood Borne Pathogen Training
Confined Space Training
CPR & First Aid Training
OSHA 30 Hours
Drug and Alcohol Awareness Training
Asbestos/Lead/Silica Awareness Training
Full Cost of an Hour of Labor – UA Training
Tube Bending Certification Training
Victaulic Training



Damian Lemak Service Technician



Role and Responsibilities

Mr. Lemak was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Murphy Company, 2018 – 2023
Service Technician

Carrier Commercial Services, 2016 – 2018
Service Technician

Trautman & Shreve, 2014 – 2016
Service Technician

Maintenance Contracts and Special Projects

McKesson Pharmaceuticals | \$500,000
Purina Nestle Factory | \$1,000,000
Sky Chef Flight Kitchen | \$350,000
United Airlines Flight Kitchen | \$445,000
Southwest Airlines Commissary | \$50,000
Denver International Airport | \$1,000,000
Centura Hospital | \$250,000
Verizon | \$750,000
Tri-County Health Department | \$75,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
NFPA 70E Electrical/Arc Flash Certification



Emedio (Dee) Mastrosante Service Technician



Role and Responsibilities

Mr. Mastrosante was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 22+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2019 – 2023
Service Technician

Braconier Mechanical, 2014 – 2015
Service Technician

Touzor, 2013 – 2014
Trane Service Technician

HT Lyons Inc., 2011 – 2013
Service Technician

Tozour, 2001-2010
Trane Service Technicial

Maintenance Contracts and Special Projects

Liberty 1 & 2 | \$2,800,000
Verizon | \$1,100,000
Century Link (Lumen) | \$1,000,000
Comcast Tower | \$1,000,000
Lockheed Martin | \$800,000
Nintendo North American Headquarters | \$750,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Commercial System II – Trane
Refrigeration Fundamentals
Journeyman Advanced Training 1A, 1B, 2A

ASSE Backflow Tester
PK Boiler Controls
Process Safety Management Oil Refinery
Voyager Reliatel – Trane
Patterson-Kelley Boiler Start Up
Emerson 3Day Compressor Course



Justin Vogel Service Technician



Role and Responsibilities

Mr. Vogel was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 9+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Denver Health, 2021 – 2022
Service Technician

US Engineering, 2020-2021
Service Technician

Braconier Plumbing &, 2014 – 2020
Service Technician

Marine Corp., 1998 – 2001

Maintenance Contracts and Special Projects

DU Administrative Office Building | \$1,400,000
Cherry Creek Office Building | \$1,400,000
CU Child Development Building | \$1,100,000
Denver Health Psychology Wards | \$1,000,000

Education | Training | Certifications

Denver City and County Steamfitter/Heating & Ventilation Certificate
EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Refrigeration System Troubleshooting
Refrigeration System Install
Fundamentals of Building Green and Mechanical-GPRO
MIG Welding



Lloyd Wells

Service Technician



Role and Responsibilities

Mr. Wells was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 33+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Johnson Controls, 2015 – 2022
Senior Service Technician

Tolin Mechanical, 2008 – 2015
Service Technician

Source Refrigeration, 2003 – 2008
Service Technician/Sheetmetal Foreman

Contemporary HVAC, 1990 – 2003
Service Technician/Sheetmetal Technician

United States Air Force, 1986 – 1990

Maintenance Contracts and Special Projects

Denver International Airport | \$500,000
Sky Ridge Hospital | \$250,000
Parker Adventist Hospital | \$150,000
Denver Health | \$138,000
Denver Public Schools | \$200,000

Education | Training | Certifications

Air Force School of Refrigeration and HVAC
Arc Flash NFPA 70 NEC
UA Star Certification (STAR HVACR Mastery)
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
NFPA 70E Electrical/Arc Flash Certification
Advanced ULT Cascade Certified



Mike Rice

Service Technician



Role and Responsibilities

Mr. Rice was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 34+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2023 – Present
Service Technician

Johnson Controls, 2005 – 2023
Senior Service Technician

CS Group, 1996 – 2005
Service Technician

Thermal Group, Inc., 1989 – 1996
Service Technician

Maintenance Contracts and Special Projects

Iron Mountain Data Center | \$1,000,000
Jefferson County Sheriff's Department | \$115,000
Steamboat Grand Resort & Hotel | \$110 0,000
Ritz Carlton Beaver Creek | \$95,000
Gateway Level III | \$90,00
Jefferson County Government Center | \$85,000
Monarch Casino | \$80,000
One Steamboat Place | \$75,000
Isle of Capri | \$50,000
Lodge Casino | \$50,000
Jefferson County Public Defenders' Office | \$45,000

Education | Training | Certifications

EPA Section 608 CFC Universal Certification
10 – Hour OSHA Certification
1st Aid/CPR/AED
Centrifical Chillers
Centrifical Fundamentals
Variable Speed Drive Service
Optiview Control Panel
YMC2 Technical/Active Magnetic Bearing System Operation
30 GX/HX Screw Chiller Controls, Startup, Operation and Service
Teardown
Troubleshooting Rooftops and Economizers
RTAA Screw Chiller Service



Waly Cordova

Service Technician



Role and Responsibilities

Mr. Cordova was hired into this HVAC Service technician position responsible for assisting the service department. He assists in servicing maintenance agreements and service repair projects. His 8+ years as a professional service refrigeration pipefitter and his years of being a service technician enables him to lead and mentor younger service technicians who are starting in the HVAC trade.

Employment

UPM Mechanical, 2022 – Present
Service Technician

Murphy Company, 2019 – 2022
Service Technician

Tolin Mechanical Systems, 2016 – 2019
Service Technician

Trautman & Shreve, Inc., 2015 – 2016
Service Technician

Maintenance Contracts and Special Projects

Denver International Airport | \$150,000
Frontier Airlines Maintenance | \$375,000
DHHA Maintenance Contracts | \$300,000
Raytheon Project | \$100,000
Coresite | \$1,000,000

Education | Training | Certifications

Denver Pipefitters Joint Apprenticeship
Denver Pipefitter Journeyman Certification
EPA Section 608 CFC Universal Certification
30 – Hour OSHA Certification
1st Aid/CPR/AED
Piping Installation
Pipe Welding
Refrigeration System Troubleshooting
Refrigeration System Install
Bilingual – English/Spanish

Exhibit B - Rates Sheet
DEN Passenger Loading Bridge Pre-Conditioned Air Services
UPM Mechanical, LLC

Section A - Sample Pricing

The project consists of providing repair and inspections of pre-conditioned air units, including preventative maintenance, predictive maintenance, inspections, repair, replacement and related services at Denver International Airport (DEN).

Description	Price Each/Unit	Extended Price
Seasonal Inspections - <u>see clarification sheet</u>	\$ 1,760.40	\$ -
Reports - <u>see clarification sheet</u>	\$ 1,346.40	\$ -
Troubleshooting - <u>see clarification sheet</u>	\$ 1,201.60	\$ -
R-22 Refrigerant Services	See labor rates and mark-ups below	
R-410A Refrigerant Services	See labor rates and mark-ups below	
<i>The Refrigerant Services description doesn't define scope enough to include a price per unit. This can be a number of different types of repairs ranging from something simple taking 1 day to complete and a few hundred dollars in materials to something more complicated and taking multiple days to complete with multiple techs and thousands of dollars in materials. Refrigerant costs for R22 and R410A (with phasing out) fluctuate too often to include a fixed price. This line item really does need to be performed on a T&M basis.</i>		
Coil Cleaning - Evaporator	\$ 2,238.40	\$ -
Coil Cleaning - Condenser	\$ 1,650.40	\$ -
Total		\$ -
Total Number of Hours Required		
<i>We did not multiply each description by 150 units to get to an extended price because of the RFP listing these services to be done on an on-call (as-needed) basis. The pricing included is for each on-call service.</i>		

Section B - Hourly Labor Rates

Job Title	Hour Rate (business hrs)	Hour Rate (after hrs)	Hour Rate (double time)
Field Service Technician	\$ 138.00	\$ 207.00	\$ 276.00
Supervisor	\$ 158.70	\$ 238.05	\$ 317.40
Project Manager	\$ 115.00	\$ 115.00	\$ 115.00
Double time is Holidays and Sundays per our Collective Bargaining Agreement			

Section C - Equipment/Material Fees

Description	Percentage
Equipment Rental Markup	40%
Material Markup	40%

DEN Passenger Loading Bridge Pre-Conditioned Air Services

Pricing Clarifications

Seasonal Inspections Pricing Line Item Includes –

(Pricing only includes 1 seasonal inspection. Heating or cooling but not both)

- Change filters
- Clean units
- Check electrical
- Grease bearings
- Fill out OEM commissioning report – see attached
- Submit documented reports and quotes for recommended repairs

Reports Pricing Line Item Includes –

- Fill out OEM commissioning report – see attached
- Submit documented reports and quotes for recommended repairs

Troubleshooting Pricing Line Item Includes –

- Service call to troubleshoot unit inoperable
- Submit documented reports and quotes for recommended repairs



Pre Conditioned Air - AHU - Field Commissioning Report

Date: _____	Location: _____
Model: _____	Gate: _____
Serial Number: _____	Stand: _____ T.O.B. _____ B.O.B. _____
Voltage: A-B _____ A-C _____ B-C _____	Software Version: 6.0 _____
Hours: _____	Program ID: _____

Installation Check Out

1	Mounting	
	Clearance/Bracket Measurement (bottom of bridge to top of unit)	_____ inches
	Bridge Drilled	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Hardware Tight (Visual Inspection)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
2	Appearance/Surface Condition	
	Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Paint	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Decals (480 vs 575)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Data Plate Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
3	Push Button Box	
	Correct Box Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Mounting Location Accessible	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Operable	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Door: Fit, Function, Weatherproof	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Cord Grip	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
4	Hardware	
	All Hardware Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	All Accessible Hardware Tight	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	All Knockout Holes Sealed	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Corner Bumpers (If Applicable) Installed Properly	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
5	Doors/Panels	
	External Doors and Latches Installed and Functioning Properly	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Control Panel Door Latches Tight, No Water Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	
6	Condensate Hose	
	Present & Functional	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
	Notes:	

7	Cabin Temperature Probe		
	Present	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Cord Grip	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Describe Location	_____	
8	Customer's Building Maintenance System		
	Present	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Ethernet Connected	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Notes:	_____	
9	Power Cable		
	Cord Grip	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
10	Ducting & Hoses		
	Twist Supplied Ducting, Hoses & Clamps	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	Hoses Installed Correctly	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	No Damage	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
11	TAD Tube		
	Present	<input type="checkbox"/> YES	<input type="checkbox"/> NO
	No Leaks, Sealed Connections (Visual Inspection)	<input type="checkbox"/> OK	<input type="checkbox"/> NEED REPAIR
	Notes:	_____	
Unit Check Out			
1	Check Phase Protection Monitor (PM-1).		
	The monitor has 2 LED indication of proper operation.		
	The green LED indicates the unit is ON, and the rotation is correct.		
	If the rotation is wrong, the red LED will flash.		
2	Check VFD speed in each mode:		
	a. Regional Jet:	Speed (HZ): _____	Amps: _____
	b. Narrow Body:	Speed (HZ): _____	Amps: _____
	c. Wide Body:	Speed (HZ): _____	Amps: _____
	d. Jumbo Body:	Speed (HZ): _____	Amps: _____
	e. Super Jumbo Body:	Speed (HZ): _____	Amps: _____
3	Heating Mode		
	The proper heating test cannot be accomplished at ambient temperatures above 45°F.		
	If the ambient is above 45°F, lock the ambient temperature at 5°F.		
	Lock the cabin temperature at 59°F. Start the unit in any Mode.		

	After temperatures are stable, record the following:		
	a. Record the Ambient Temperature (Unit):	_____	
	b. Record the Discharge Temperature (Unit):	_____	
	c. Record the Temperature at the End of the Duct:	_____	
	d. Record the Heater Amps:	1 _____	2 _____ 3 _____ 4 _____
	e. Record the Blower Speed:	_____	

4	Cooling Mode	
	Below the ambient temperature of 55°F, (13°C) the cooling is disabled.	
	Between 50°F (10°C) and 55°F (13°C) only the blower will run.	
	The proper operation of the system in cooling mode cannot be accomplished at temperatures below 55°F (13°C). If required, lock the ambient at a temperature above 80°F (27°C).	
a.	Run the system at maximum aircraft size mode or Wide Body Mode.	
	Record the suction and discharge pressures and temperatures:	
	Glycol Inlet Pressure:	_____ PSI
	Glycol Outlet Pressure:	_____ PSI
	Glycol Inlet Temperature:	_____ °F
	Glycol Outlet Temperature:	_____ °F
	Record Ambient and Discharge Temperatures:	
	Ambient Temperature:	_____ °F
	Discharge Temperature at Unit:	_____ °F
	Temperature, End of the Duct:	_____ °F
5	Check three hard faults:	
a.	Phase Monitor: Set voltage to 620V.	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
b.	Smoke Detector: Press the Trip button:	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
c.	Depress E-Stop	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
Notes:		
Unit has passed all Commissioning Tests: _____		
Customer Representative (Please Print): _____		
Customer Representative Signature: _____		
Date: _____		



Pre-Conditioned Air - Commissioning Report

Date: _____	Location: _____
Model: _____	Gate: _____
Serial Number: _____	Stand: _____ Top _____ Bottom _____
Hours: _____	Program ID: _____

Installation Check Out

1 Remote Pushbutton Box	
Switches Operate	
Lights Operate	
Missing or Damaged Parts	
Notes:	
2 Cabin Temperature Probe	
Present	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
Damage	
Notes:	
3 Appearance/Internal Condition	
Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
Paint	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
Notes:	
4 Condensate Hose	
Present & Functional	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
5 Customer's Building Maintenance System Components	
Present	<input type="checkbox"/> YES <input type="checkbox"/> NO
6 Power Cable	
Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
7 Ducting & Hoses	
Twist Supplied Ducting, Hoses & Clamps	<input type="checkbox"/> YES <input type="checkbox"/> NO
Damage	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
Notes:	
8 TAD Tube	
Present	<input type="checkbox"/> YES <input type="checkbox"/> NO
No Leaks, Sealed Connections (Visual Inspection)	<input type="checkbox"/> OK <input type="checkbox"/> NEED REPAIR
Notes:	

Unit Check Out	
1	Check Phase Protection Monitor (PM-1).
	The monitor has 2 LED indication of proper operation.
	The green LED indicates the unit is ON, and the rotation is correct.
	If the rotation is wrong, the red LED will flash.
	Measure Voltage at the unit: If no ground voltage is detected then remove the screw in the VFD to run in DELTA.
	A-B _____ A-C _____ A-B _____
	A-GND _____ B-GND _____ C-GND _____
2	Check VFD speed and amps on VFD display in Vent mode:
a.	Regional Jet: Speed (HZ): _____ Amps: _____
b.	Narrow Body: Speed (HZ): _____ Amps: _____
c.	Wide Body: Speed (HZ): _____ Amps: _____
d.	Jumbo: Speed (HZ): _____ Amps: _____
3	Heating Mode
	The proper heating test cannot be accomplished at ambient temperatures above 45°F.
	If the ambient is above 45°F, lock the ambient temperature at 5°F.
	Lock the cabin temperature at 59°F. Start the unit in maximum aircraft size or Wide Body Mode.
	After temperatures are stable, record the following:
a.	Record the Ambient Temperature (Unit): _____
b.	Record the Discharge Temperature (Unit): _____
c.	Record the Heater Amps: 1 _____ 2 _____ 3 _____ 4 _____
d.	Record the Blower Speed: RJ _____ NB _____ WB _____ JB _____
4	Cooling Mode
	Below the ambient temperature of 55°F, (13°C) the cooling is disabled.
	No compressors should come on when the ambient temperature is below this value.
	Between 50°F (10°C) and 55°F (13°C) only the blower will run.
	The proper operation of the system in cooling mode cannot be accomplished at temperatures below 55°F (13°C).
	If required, lock the ambient at a temperature above 80°F (27°C).
a.	Run the system at maximum aircraft size mode or Wide Body mode until the pressures and temperatures are stable.
	In cool ambient temperatures, bubbles may be expected in the sight glass.
	Record the suction and discharge pressures:
	System 1 (Inlet): Low: _____ High: _____
	System 2 (Middle or Outlet): Low: _____ High: _____
	System 3 (Outlet): Low: _____ High: _____

	Record Temperatures from Program:	
	Ambient Temperature:	
	Discharge Temperature:	
	Cabin Temperature:	
b.	Record the following:	
	Total Amps:	
	Compressor Amps:	1 _____ 2 _____ 3 _____ 4 _____
	Condenser Fan Amps:	1 _____ 2 _____ 3 _____ 4 _____
5	Check three hard faults:	
a.	Phase Monitor: Set voltage to 620V.	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
b.	Smoke Detector: Press the Trip button:	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO
c.	Depress E-Stop	Unit Tripped? <input type="checkbox"/> YES <input type="checkbox"/> NO

Notes:

Twist Technician: _____

Customer Representative (Please Print): _____

Customer Representative Signature: _____

Date: _____

Diversity and Inclusiveness* in City Solicitations Information Request Form

Submitted on 7 March 2024, 11:56AM
Receipt number 3371
Related form version 6

Page 1/2

Business Email Address nate@upmmechanical.com

Enter Email Address of City and County of Denver contact person facilitating this solicitation contract.procurement@flydenver.com

Please provide the City Agency that is facilitating this solicitation: Denver International Airport

Project Name DEN Passenger Loading Bridge Pre-Conditioned Air Services

Solicitation No. (If Applicable) RFP No. 202472250

Name of Your Company UPM Mechanical, LLC

What Industry is Your Business? Construction/Landscape/Maintenance Services

Street Address 5010 Cook Street

City Denver

State CO

ZIP Code 80216

Business Phone Number 303-426-3900

Business Facsimile Number

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1. How many employees does your company employ? 51 - 100

1A. How many of your employees are full time? 70

1B. How many of your employees are part time? 0

2. Do you have a Diversity and Inclusiveness Program? Yes

2.1. Employment and retention?	Yes
2.2. Procurement and supply chain activities? *	Yes
2.3. Customer Service?	Yes
3. Provide a detailed narrative of your company's diversity and inclusiveness principles and programs. This may include, for example, (i) diversity and inclusiveness employee training programs, equal opportunity policies, and the budget amount spent on an annual basis for workplace diversity; or (ii) diversity and inclusiveness training and information to improve customer service. (If Not Applicable, please type N/A below) *	It is the policy of the company to provide equal employment opportunities to all qualified individuals and to administer all aspects and conditions of employment without regard to the following: Race, Color, Age, Sex, Sexual Orientation, Gender, Gender Identity, Religion, etc. Equal employment opportunity includes, but is not limited to employment, training, promotion, demotion, transfer, leaves of absence and termination. It is the policy of the company to promote workplace diversity as an understanding, accepting and valuing of differences between people including those of different races, ethnicities, genders, ages, religions, disabilities, sexual orientations, with differences of education, personalities, skill sets, experiences and knowledge bases.
4. Does your company regularly communicate its diversity and inclusiveness policies to employees?	Yes
5. How often do you provide training and diversity and inclusiveness principles?	Annually
5.1 What percentage of the total number of employees generally participate?	76 - 100%
6. State how you achieve diversity and inclusiveness in supply and procurement activities. This may include, for example, narratives of training programs, equal opportunity policies, diversity or inclusiveness partnership programs, mentoring and outreach programs, and the amount and description of budget spent on an annual basis for procurement and supplier diversity and inclusiveness. (If Not Applicable, please type N/A below)	Our subcontract agreements and purchase orders include EEO policies
7. Do you have a diversity and inclusiveness committee?	Yes
8. Do you have a budget for diversity and inclusiveness efforts?	Yes
9. Does your company integrate diversity and inclusion competencies into executive/manager performance evaluation plans?	Yes
10. I attest that the information represented herein is true, correct and complete, to the best of my knowledge.	Check Here if the Above Statement is True.
Name of Person Completing Form	Nathan Martinez
Today's Date	03/07/2024

NOTE: Attach additional sheets or documentation as necessary

for a complete response.