

THIS SIXTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ROTH PROPERTY MAINTENANCE, L.L.C.**, a Colorado limited liability company, whose address is 1190 S. Cherokee St., Unit 1, Denver, CO 80223 (the “Contractor”), jointly (“the Parties”).

RECITALS

A. The Parties entered into an Agreement dated February 13, 2015 and an Amendatory Agreement dated March 7, 2018, a Second Amendatory Agreement dated February 13, 2019, and a Third Amendatory Agreement dated March 13, 2020, a Fourth Amendatory Agreement dated July 30, 2020 and a Fifth Amendatory Agreement dated October 7, 2020 (collectively, the “Agreement”) to provide janitorial services.

B. The Parties wish to amend the Agreement to extend the term, amend the CARES Act provision, and add additional provisions to the Agreement.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference

2. Article 3 of the Agreement, entitled “**TERM**”, is amended to read as follows:

“3. TERM: This Agreement will commence on March 01, 2015 and will expire on April 30, 2021 (the “Term”).

3. Section 4.05 of the Agreement entitled “**“CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT OF 2020 FUNDS”**” is amended to read as follows:

“4.05. CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT OF 2020 FUNDS:

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

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

Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and

Were incurred for the period that begins on March 1, 2020 and ends on December 31, 2021.

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

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

Section 6.03 of the Agreement entitled “**INSPECTION OF RECORDS**” is amended to read as follows:

“**6.03. EXAMINATION OF RECORDS:** The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor

shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

4. Section 12 of the Agreement entitled “**MANAGEMENT FEE**” is added to read as follows:

“12. **MANAGEMENT FEE**: Pursuant to Exhibit A, Section A.14.2, the Monthly Management Fee is to be adjusted on the annual anniversary of the contract date for the term of the contract. The City and the Contractor have mutually agreed to adjust the Monthly Management Fee in accordance with language stated in Exhibit A and will convert from a Monthly Management Fee to an Hourly Management Fee for the remainder of the term.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Sixth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: GENRL-202157411-06 [GENRL-201419545-06]
Contractor Name: ROTH PROPERTY MAINTENANCE 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:

GENRL-202157411-06 [GENRL-201419545-06]
ROTH PROPERTY MAINTENANCE LLC

By:  _____
DocuSigned by:
Travis Roth
1A3E8C5C8CBB4A7...

Name: Travis Roth
(please print)

Title: Director of Finance
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT
A-1

The overall responsibility of the Contractor(s) is to coordinate, plan, manage, and perform activities described in this section to maintain an acceptable appearance and a healthy environment for City facilities.

A.1 SCOPE OF WORK:

The Contractor shall perform all janitorial services described in this section as well as all janitorial services indicated in Exhibit C – Facility Locations and Requirements. These services may be provided in the following locations, including but not limited to office spaces, lobbies, corridors, basement areas, hallways, stairways, restrooms, passageways, service and utility areas, elevators, locker rooms, gyms, cardio/weight equipment areas, outdoor areas, parking garages, etc.

The Contractor shall furnish all uniforms, cleaning equipment (where not provided) and hand tools at its own expense. Vacuum cleaners and trash removal containers shall be covered with padded, non-marring covers that Contractor shall provide at its own expense.

The Contractor shall be liable for damages, which occur to any City owned buildings or City owned equipment due to its carelessness or the carelessness of its employees.

A.2 GENERAL CONSIDERATIONS:

A.2.a.1 Contract Administration:

The City's Executive Director of General Services is responsible for authorizing and approving work performed under this Agreement. The Executive Director may designate a Contract Administrator (s) and/or Operations Supervisor(s) responsible for day-to-day administration of the contract.

Facilities Management Division Facilities Superintendents, Parks and Recreation Facility Supervisors and Wastewater Management Supervisors are also authorized to represent the City in the day- to- day administration of the contract, as it relates to their facilities.

The Contractor will be notified when personnel changes occur among the City's designated employees.

A.2.a.2 Contractor Management

The City will appoint a Contract Manager with overall responsibility for this contract. On a day to day basis, the Contractor will be dealing with individual facility managers for the using City agencies. Individual facilities will be able to request and schedule special one-time projects in their facility using the approved order form and the pricing methodology established in this contract. These special projects will be billed separately from the monthly

invoice. Requests to add or delete services from the Scope of Work of any facility must be approved by the Contract Manager and the Executive Director of General Services.

Regularly scheduled meetings will be conducted by the Contract Manager and may include all individual facility directors. The Contractor is required to attend these meetings to discuss any issues that might arise. All discussion will be captured in minutes and made available to all participants. Any perceived contractor issues or deficiencies will be addressed first at the individual facility level. These deficiencies will be documented using the approved form by the facility manager and forwarded to the Project Manager. If necessary, the Contract Manager will get involved in the resolution. Regularly scheduled meetings are included in the MMF. Only meetings requiring the attendance of the Contractor's non-supervisory employees would be billable.

At the end of the contract term, the Contractor will work closely with the Contract Manager to ensure that all tasks are completed and all invoices and payroll reports are submitted in a timely manner.

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

A.2.a.3 Supervision

Onsite supervision will be required at the following locations:

- Wellington E. Webb Municipal Office Building
- Minoru Yasui Building
- City and County Building
- Denver Justice Center (Lindsey-Flanigan Courthouse and Van Cise-Simonet Detention Center)
- Denver Wastewater Management Building

All locations listed above will be staffed with day porters as well as evening shift custodians, if applicable. The Contractor's supervisory work schedules shall include significant portions of both shifts. Work schedules will be established prior to the commencement of any work to be performed under the contract. Onsite supervisors are required to respond promptly to telephone calls or other communication from the City's representatives. Sites with more than one day porter will have one day porter assigned as a working lead that will assist Contractor's supervisors in overseeing the day porter team.

Roving supervisors will be assigned to smaller locations. Work schedules will be established prior to the commencement of any work to be performed under the contract. During scheduled work hours, roving supervisors will be expected to respond promptly to any communication from the City's representatives.

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

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

City Facility Supervisors and employees shall limit their communication to the Contractor's managerial and supervisory personnel. They will not attempt to directly manage work performed by the Contractor's employees. Day porter's general scope and duty involves interacting with and helping City staff in the day to day operations of buildings and thus may interact directly with or respond directly to work requests made by City Facility Supervisors.

A.2.a.4 Timekeeping

Cleaning services shall be provided at facilities located throughout the City and County of Denver. Facility locations may be added or deleted during the term of the contract. See Section A.2.a.8 for further information. Work hours will vary. The Contractor shall provide an accurate and verifiable record of employee hours spent at each facility.

A.2.a.5 Security

Many City facilities require a high level of security. Prior to the commencement of service, representatives of the City and the Contractor will meet to review security policies and procedures for each facility. Identification badges and keys (when necessary) will be issued to Contractor employees in an accountable manner. Identification badges that are lost or damaged will result in a fee of \$25 for badges less than 5 years old, and \$10 for badges older than 5 years.

Contractor employees will be required to adhere to existing security procedures at each facility. No attempts to circumvent security procedures (for instance, by propping doors open) will be allowed.

The City will perform background checks on an annual basis on those employees who will be performing services in areas that require a higher level of security. New employees who will be working in secured areas will be required to pass a background check prior to starting work.

A.2.a.6 Building Keys / Access Card Control:

The Contractor shall establish and implement practices to ensure that all keys/access cards provided by the City to the Contractor are not lost or misplaced and not used by unauthorized persons. No keys issued to the Contractor shall be duplicated. Contractor shall report the loss of keys/access card to the City within 24 hours.

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

The Contractor shall implement procedures to guarantee against the unauthorized use of keys issued by the City. It is also the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit entrance of any persons other than Contractor's employees engaged in the performance of assigned duties in those work areas.

Contract Administrators shall specify procedures for admittance to all buildings and all rooms within those buildings. These procedures may be subject to change periodically. The Contractor shall exercise all reasonable efforts to insure the safety of any keys it is given. The Contractor shall not duplicate any keys it is given.

While cleaning areas, Contractor's personnel shall not admit anyone into the suite, except authorized Contractor, or Property Manager Personnel, or tenants having keys to the suite. All work shall be completed behind locked doors. On completion of nightly assigned duties, all lights shall be turned off, doors locked, and offices left in a neat and orderly condition.

The Contractor is required to furnish the Facility Manager with a list of employees and laborers and only when specifically requested, copies of I-9's (Employment Eligibility Verification). However, the City shall be responsible to maintain confidentiality and protect from potential misuse the confidential data on the I-9 forms the City collects, such as social security number, driver's license numbers, date of birth, and other employee private data. The City may request Contractor to redact private data on the I-9 prior to delivery, or give a certification the I-9 was completed in lieu of the actual I-9.

A.2.a.7 Supplies and Equipment

The City agrees to purchase the following goods:

- toilet tissue
- paper towels
- liquid hand soap, shampoo, and body wash.
- plastic trash, composting, or recycling receptacle liners
- feminine hygiene products and disposal can liners
- toilet seat covers
- hand lotions and skin disinfectants intended for occupant use
- air freshener sprays or products for restroom air freshener dispensers
- urinal screens/tabs
- Waterless urinal consumables, filters, parts, cleaning chemicals
- Dish soaps for break room or kitchen sinks or dishwashers
- Laundry detergents for washing City owned materials, if Contractor requested to do so.
- Batteries, keys, tools, or replacement parts for restroom dispensers

- Trash and recycling receptacles, bins, dumpsters, compactors – other than the wheeled trash collection carts used by custodians to collect trash.

Supplied by City: All mechanical dispensers required for dispensing materials designated in the paragraph above shall be supplied, installed and maintained for proper mechanical operation by the City. Lamps and ballasts will be also be maintained by the City.

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

Contractor supervisors shall closely monitor inventory of those products that the City will purchase, and inform City contract administrators when supplies need to be ordered. Requests for supply orders must occur well before supplies are depleted. The City may investigate if supply usage appears to be abnormal.

At most facilities, the Contractor will be expected to provide machinery such as vacuums, carpet extractors, and floor buffers. The Contractor shall provide all necessary custodial tools, equipment and supplies including (but not limited to):

brooms, brushes, sponges, scrubbing pads, spray bottles, disposable gloves, scraping tools, general cleaning and disinfecting chemicals, mops, pails, mop buckets, carts, wheeled trash barrels, wax, floor stripping chemicals, floor finish, floor pads, waxing machines, vacuum cleaners and vacuum bags, rotary buffers, dust cloths, mops and dust wands for Venetian blind dusting. Equipment such as vacuum cleaners, scrubbers, etc., shall be kept in good operating order and designed to perform the kind of work prescribed in specifications. All mobile equipment shall have bumpers and guards to prevent marking or scratching of fixtures, furnishings and building surfaces.

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

Any chemicals purchased or used by the Contractor must comply with the City's Green Cleaning and Sustainability standards (see Section A.6). These standards are designed to lessen harmful impact on the environment and create a healthier environment for employees and visitors.

Some facilities have City-owned floor scrubbing machines onsite, however the City does not have a firm list of these. The Contractor's employees will be allowed to use these machines

after receiving training on their operation and maintenance. The Contractor will be expected to properly maintain the machines, which remain the property of the City. Maintenance may include, but not be limited to, charging batteries, cleaning filters, etc.

While it is understood that some damage may result from normal wear and tear, the Contractor will be liable for damage caused by negligence or neglect.

A.2.a.7.1 Additional equipment, innovative use of technology, innovation.

The equipment provided in Exhibit D is included as part of the Monthly Management Fee (MMF). It is in the mutual best interest of the City and the Contractor to find efficient, safe, and effective cleaning tools and methods, including utilizing equipment already owned and maintained at sites. Contractor and City agree to provide and maintain equipment as specified in Exhibit D. However, should the Contractor or City determine a piece of equipment would increase productivity, increase quality, increase the wellbeing of the employees, increase the safety of the cleaning operation, or otherwise be beneficial, the City and Contractor may negotiate for the procurement of such equipment, either by the City, the Contractor or both. The City and Contractor shall negotiate who will purchase and maintain the equipment, as well as final disposition of equipment at the end of the contract.

A.2.a.8 Uniforms

The Contractor's employees shall be professionally uniformed in appearance and shall wear a uniform or other identification that clearly identifies them as employees of the Contractor.

All uniforms shall be similar for all employees and must be reasonably different in both design and color from those worn by any City employees with the intent to differentiate Contractor's employees from City employees. Uniforms shall be appropriate for the work being done, including jackets, tee-shirts, aprons, fleece jackets, polo shirts, and button down shirts.

A.2.a.9 Addition or Subtraction of Facilities; Increase or Reduction of Service

The City reserves the right to add or to subtract facilities to be cleaned by the Contractor. When a location is added, the Contractor will meet with the appropriate City Facility Supervisor in order to determine a Scope of Work that is specific to that facility. No work shall begin at new sites until approved in writing by the Executive Director of General Services. The Monthly Management Fee (MMF) for new locations shall be calculated as follows:

A.2.a.9.1 Pricing for new sites added to contract with similar scope and frequency as existing sites:

- a. When a new site is added that has routine cleaning services of 3 or more times/visits per week of at least 3 hours per visit, the following calculations shall be used to determine costs:

- i. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.
 - ii. A flat MMF shall be determined, by the following formula: (Monthly not-to-exceed hours) X (raw labor cost per hour without any payroll taxes) X (0.4697).
- b. Pricing for **new sites** added to contract with a **scope that is different** than typical sites, either by infrequent visits, or different cleaning needs:

 - i. The MMF calculations in section a) above are for typical office and recreation center sites as listed in Section A.5. Certain new sites that are not typical office or recreation center spaces, such as warehouses, outdoor facilities, public transit, public entertainment venues, or have mixed commercial/governmental use may require special chemicals, tools, management, equipment, etc.
 - ii. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.
 - iii. Additional drive time, as billable hours, may be required for sites that are visited infrequently or for short durations per visit, as a floater must be assigned multiple sites on a roving schedule. Mileage fees, when required by law, or City policy will be paid to the Employee and billed to the City. All estimated drive time and mileage fees will be disclosed to and approved by the City prior to commencing work at the new site covered under this section (b).
 - iv. A flat MMF shall be determined, by the following formula: (Monthly not-to-exceed hours) X (raw labor cost per hour without any payroll taxes) X (0.4697)

If there are additional costs associated with the new proposed site, including need for additional dedicated supervision, extra chemicals, tools, equipment, that are not typically found in other sites, Contractor shall propose the net difference in costs and quote a new site specific MMF as necessary for the specific site. Contractor is not obligated to clean the site, nor is the City obligated to hire the Contractor, however the Contractor agrees to negotiate in good faith with the City to provide cleaning services as necessary for the City at a fair market rate.

No work may commence at an additional facility until the MMF fee and the scope of work has been approved, in writing, by the Executive Director of General Services. The Executive Director of General Services must also approve, in writing, the cessation of service at any facility.

The Contractor will meet with the appropriate City Facility Supervisor if an increase or reduction of service is contemplated at any facility. Any increase or reduction of level of service should be accompanied by an increase or reduction of labor hours. A new MMF will be calculated using the following formula:

- i. Hours required shall be calculated using industry standard productivity rates, experience at other City sites of similar size and scope, and collaboration between the City and Contractor to build a reasonable schedule. All hours and other reimbursable expenses shall be billed per Section A.15 Pricing, Item #2, *Reimbursement of hourly and fixed labor costs*. A new site specific “not to exceed” for labor hours shall be generated following similar protocol and format to Exhibit B.

The new MMF and revised scope of work must be approved, in writing, by the Executive Director of General Services.

The initially contracted MMF included *economies of scale* efficiencies due to volume, with fixed expenses such as portfolio, roaming, and onsite supervision spread out over the entire portfolio. Should the City reduce sites below 85% of the initial contracted amount, Contractor shall have the right to reasonably modify its supervision structure to accommodate the new workload and budgets. City may request Contractor to disclose the intended changes, and City and Contractor may negotiate and agree in writing to a supplemental fee to maintain certain aspects of supervision that would otherwise be cut due to the reduction in MMF.

A.2.a.10 Special Projects; Work outside Scope

On occasion, the City may request services from the Contractor that are outside the established scope of work for an individual building. When special services are requested, the Contractor will meet with the appropriate City Facility Supervisor in order to determine a scope of work that is specific to the special services and to determine how many labor hours will be required. All Special Services shall be approved in writing by the Executive Director of General Services, prior to any work being performed.

Special Projects and Services shall be invoiced separately from monthly labor and MMF costs.

a) Pricing for **extra services** at sites listed in Section A.5:

I. Typical custodian work of vacuuming, mopping, dusting, emptying trash, typical cleaning of restrooms, cleaning up after special events or snow storms, etc, which typically are performed by the “Custodian I” position in the Prevailing Wage schedule.

1. When preapproved by the City, Contractor shall bill extra hours worked including all the benefits included on the applicable Prevailing Wage schedule.

2. Contractor shall bill (0.4697) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, supplies, expendables, etc.

3. Alternately, Contractor and City may negotiate and agree in writing, a flat fee or piece rate quote for special services above and beyond the scope. When a flat fee quote is mutually agreed by both the Contractor and the City, prevailing wages will be paid and documented to the Prevailing Wage office, however the invoice will only reflect the flat fee without any additional labor hours, expenses, or management fee.

II. Typical “floor tech” or “Custodian II” position work, including any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel. Also includes pressure washing, upholstery cleaning, carpet cleaning, flood restoration, emergency disinfecting after a virus or flu outbreak, etc.

1. When preapproved by the City, Contractor shall bill extra hours worked including all the benefits included on the applicable Prevailing Wage schedule. City and Contractor shall agree to one of the following billing structures as part of the preapproval process:

a. Contractor shall bill (0.4697) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, supplies, expendables, etc.

- b. Contractor may opt to quote a reduced management fee of (0.4152) X (all raw hourly labor costs without taxes) to cover additional supervision, training, payroll taxes, insurance, plus the reimbursement of the competitive market price of the incurred expenses, such as chemicals, floor finish, applicators, stripping pads, stripper, gasoline for equipment, rental of specialty equipment, including a fair and reasonable maintenance and depreciation rate for all specialty equipment owned by the Contractor that is not normally assigned to the specific site.

2. Alternately, Contractor and City may negotiate and agree in writing, a flat fee or piece rate quote for special services above and beyond the scope. When a flat fee quote is mutually agreed by both the Contractor and the City, prevailing wages will be paid and documented to the Prevailing Wage office, however the invoice will only reflect the flat fee without any additional labor hours, expenses, or management fee.

These services may include, but are not limited to, the following:

- Floor stripping, sealing and waxing
- Carpet cleaning
- Upholstery cleaning
- Cleaning window blinds
- Cleaning of overhead light fixtures
- Cleaning and maintaining building exteriors, grounds, parking lots or parking garages
- Cleaning needed due to remodeling or relocation; cleaning of vacant spaces or service areas
- Cleaning needed due to water leakage, storm damage, or other emergencies
- Emergency decontamination of holding cells that occur outside of scheduled work hours
- Interior and exterior window cleaning (Note: Prevailing Wage Window Cleaning rate may apply)
- Cleaning during or after events that occur outside of scheduled work hours
- Cleaning swimming pool areas

A.2.a.11 Required meetings

Prior to the commencement of service, the Contractor must attend a minimum of two (2) meetings with the City Contract Administrator, Operations Supervisors and/or Facility Supervisors. The purpose of these meeting will be to establish a mutual understanding of expectations regarding:

- Work schedules, timekeeping, and record keeping
- Supply ordering and responsibilities, storage space, use of City-owned machinery
- Security procedures, badges, keys, parking

The Contractor will also be expected to meet regularly with City Facility Supervisors throughout the term of the contract. A meeting schedule will be established upon commencement of service. This schedule may vary from agency to agency and may require multiple meetings.

A.2.a.12 **Holidays:**

Holidays and/or City close of business days observed by the building occupant and not requiring daily cleaning are the following:

- Jan. 1, New Year's Day
- Martin Luther King Jr. Day or 3rd Monday in January,
- President's Day (third Monday in February),
- Caesar Chavez Day (last Monday in March),
- 4th of July,
- Labor Day,
- Veteran's Day (11th of November),
- Thanksgiving Day,
- Christmas Day
- Designated City close of business days as defined in advance by the City

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

A.2.a.13 **Holidays – Parks and Recreation**

The following is the Holiday schedule for Parks and Recreation:

Regional Centers (includes Scheitler, Athmar, Montbello, Montclair, Central, Rude, and Wash Park) are OPEN until 4pm on:

- MLK Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Labor Day
- Veterans' Day

All centers (including Regionals) are closed:

- New Years Day
- Memorial Day
- Easter Day
- 4th of July

- Thanksgiving
- Christmas

All centers close early (at 4pm) on:

- Christmas Eve
- New Years Eve

All centers close annually for maintenance for a week. During this week, many centers may have janitorial staff perform other duties besides regular cleaning duties.

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

A.3 SERVICE QUALITY STANDARDS:

Whenever used, the following Service Quality Standards shall apply.

- 1. Clean:** shall be construed to mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the area to be cleaned.
- 2. Damp Mopping:** shall be defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for the purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping. When properly completed, damp mopping will achieve the same quality standard as wet mopping.
- 3. Wet Mopping:** shall be defined as the removal of built-up dirt, soil, liquids, or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacturer. When properly completed, a wet mopped floor will be free of all dirt, debris, soil, liquids or other foreign material. It will present a uniform appearance free from streaks, smudges, heel marks or any other marks that can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed for the proper completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original position.

* Depending upon the conditions, it is up to the Contractor to determine if conditions require damp mopping or wet mopping. Adverse conditions, such as rain or snow, may require more thorough cleaning.

- 4. Disinfecting/Sanitizing:** shall be defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms, capable of causing

infection to humans if untreated, through the application of a disinfectant or sanitizer solution by either manual or mechanical methods.

- 5. Dispenser Service:** shall be defined as the checking and refilling of all towel, toilet tissue, soap, or any other dispensers that may be identified by the City. When properly serviced, dispensers will have a full (one) day supply of product, or be completely full. At no time will additional supplies be left for employees/visitors to install in the dispensers, although if requested by the City facility supervisors, remnant rolls that otherwise would have been discarded may be left on countertops or on tops of toilets
- 6. Dusting:** shall be defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls, and any other items that may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet in height. When properly dusted the item will be free of any laden airborne materials, streaks and smudges. Laden airborne material will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold matter. All items moved to accomplish this task will be returned to their original position.
- 7. Glass:** glass is clean when all accessible glass surfaces are without dirt, smudges, streaks, film, deposits and stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean. Spot cleaning glass shall fall under Custodian I prevailing wage classification. Complete cleaning of glass with a squeegee and bucket shall fall under Window Washing prevailing wage classification. Contractor is not required to do any work that would fall under Window Washing prevailing wage unless specifically approved by a Facility Manager as a special project request.
- 8. Machine scrubbing:** shall be defined as the use of a mechanized scrubbing/vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period. When properly completed, machine scrubbing will be held to the same quality standard as wet mopping.
- 9. Metal Cleaning/Polishing:** shall be defined as the removal of all dirt, soil, fingerprints, smudges, streaks, watermarks, scale and other foreign material from metal surfaces and fixtures. When properly cleaned/polished with a non-abrasive cleaner/polish, the metal surface will present a clean uniform appearance free of all dirt, soil, smudges, streaks, scale, etc.
- 10. Sealing:** shall be defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods. When properly sealed in compliance with the manufacturer's recommendation, the floor shall present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.

- 11. Shampooing:** shall be defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains, or other foreign materials. Application may be by manual or mechanized methods. When properly shampooed the item will be free of any foreign material such as dirt, soil and stains. The item will be free of any cleaning residue and shall present a clean and uniform appearance.
- 12. Spot Cleaning:** shall be defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, walls, fixtures, partitions, or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. When properly completed, spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning.
- 13. Stripping:** shall be defined as the complete (as is practicable) removal of the wax/finish applied to a non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent. When properly accomplished a stripped floor shall be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and shall be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures shall be removed. Removal will be considered complete when 95% of the finish has been removed.
- 14. Sweeping:** shall be defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. When properly completed, the swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt will be returned to their original location.
- 15. Trash/Waste Removal:** shall be defined as the collection and disposal of all materials, which have been placed into appropriate containers dedicated for disposal. When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it shall be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner shall be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle, the receptacle will be cleaned and disinfected.
- 16. Waxing/Finishing:** shall be defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood or tile. Application may be either manual or mechanized methods. This includes buffing the finish. When applied according to the manufacturer's recommendations the finish will present an even, high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring.

After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

17. Vacuuming: shall be defined as the mechanical removal of loose dust, dirt, soil, debris and other foreign material from carpeted floors and other items (i.e. couches, chairs, walls, curtains/drapes) which lend themselves to this method of cleaning. When properly vacuumed there shall be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions. A satisfactorily vacuumed carpet or floor shall be free of all dirt, staples, dust, grit and lint. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas will be thoroughly vacuumed with a machine that has adequate suction to lift the dirt and residue from the base of the rug nap (5.0 amps or greater). All spots will be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution should be used that will not stain or discolor the carpet, nor produce shrinking and must be environmentally safe and non-toxic.

A.4 CLEANING EXPECTATIONS:

General guidelines for the performance of various cleaning tasks follow. At the discretion of the Contract Administrator, Facilities Management Facilities Superintendents, or Parks and Recreation Facility Supervisors, cleaning expectations may vary at individual facilities. **The Contractor shall refer to Exhibit C – Facility Locations and Requirements spreadsheet for a complete list of cleaning expectations for each facility, including the frequency of tasks that may be defined in this section.**

It should be understood that even if a service is not required every day, the service should be performed if necessary. For instance, if entrance mats are to be vacuumed twice per week, but become very dirty in between, they should be cleaned immediately, rather than wait for the scheduled day for cleaning. This provision is intended to encourage Contractor's employees to make common sense cleaning decisions during their normal cleaning shift within the intended spirit of the scope, not to require Contractor to perform services above and beyond the scope on a perpetual basis that would otherwise justify additional labor hours or compensation.

A.4.a Restroom Cleaning

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

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

Walls and partitions should be thoroughly cleaned, and floors should be machine scrubbed, at least twice a year. High traffic restrooms may require deep cleaning more frequently.

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

Some restrooms contain waterless urinals. Employees will receive training on the manufacturer's recommended maintenance procedures. Normally the City provides the cleaning chemicals for this.

Graffiti removal may be required at some facilities. The Contractor is expected to provide typical aerosol or liquid graffiti paint remover and reasonable effort to remove typical surface graffiti. Sandblasting, pressure washing, painting, grinding replacing damaged components, and replacing protective films, shall be outside of the Scope. Graffiti is a damaging act of vandalism, and the removal of it is by definition may be damaging. Contractor shall not be held liable for damage to surfaces they are asked to clean with graffiti removing chemicals or tools.

A.4.b Policing Restrooms (Day Porters)

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

A.4.c Locker Room Cleaning

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

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

Vacuum carpeted floors and mats. Move mats in order to clean under them. Sweep and mop (with a disinfectant cleaner) hard surface floors. Some hard surface floors may need to be machine scrubbed regularly.

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

A.4.d Gymnasiums, Exercise, and Wellness Areas

Wood gymnasium floors should be swept with a wide dust mop and mopped as needed. Do not machine scrub wood floors. Rubber flooring and other hard surface floors can be machine scrubbed. Vacuum carpeted floors and mats.

Remove debris from bleachers and other seating areas and spot clean with an all surface cleaner.

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

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

A.4.e Office Cleaning

Collect trash, changing liners as needed. Collect recyclables. The frequency of trash and recycling collection varies among buildings. Even if collection is not scheduled daily, trash and recycling containers should be emptied if they are overflowing or if they are emitting an unpleasant odor.

Clean the interiors and exteriors of waste receptacles when needed. Contractor may install can liners in recycle bins that are often soiled by food or other wet waste to reduce labor hours associated with cleaning wet waste out of bins. Office staff should indicate whether or not large objects left near wastebaskets should be considered trash. If uncertain, do not remove these items. Transport trash and recycling to collection area or dumpster. Individual buildings will differ in the method of removal of recycling material from the building.

Compost: A few City facilities have begun implementing composting programs. In the Webb building, compost is currently collected in the restrooms on the 4th floor (paper towels only) and in the 4th floor lunchroom (all compostables). Over the next year or so, the Webb building intends to expand compost collection to all bathrooms (paper towels) and all break rooms (all compostables).

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

Using an all surface cleaner and a rag, spot clean desktops as needed. Take care not to disturb papers or others items left on desks. Desks that are heavily covered with papers or items may be skipped. Furniture polish may be used on wood desks and conference room tables. Clean and disinfect telephones handsets weekly.

Clean white boards in public meeting rooms on 4th floor of the Webb building.

Spot clean office furniture as needed. Spot clean fronts of copiers and large format printers, but not the buttons, trays, lids, keys, glass, touchscreens, etc. Spot clean walls, doors, interior glass, window sills, light switches, and other fixtures as needed.

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

A.4.f Courtroom Cleaning

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

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

A.4.g Kitchens and Break Rooms

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

At some facilities, employees will be expected to clean the interiors of microwave ovens and the interiors of refrigerators. Refrigerator cleaning is usually scheduled monthly. Signs should be posted before refrigerator cleaning occurs so that staff may remove or discard food items.

A.4.h Lobbies, Entrances, Hallways, and Stairways

Vacuum floor mats. Move mats to clean under them. Sweep the edges and corners of hard surfaced floors, being sure to sweep under benches or other furniture. Use an appropriately sized dust mop to sweep the remainder of the floor. Mop or machine scrub the floor, depending on the size of the lobby or hallway area and the availability of equipment. Vacuum carpeted floors.

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

Mop spills as soon as possible upon notification. Place wet floor signs.

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

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

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

Sweep stairways, including landings, with a broom or wedge mop. Mop the stairs as frequently as usage or weather conditions dictate. Clean hand rails regularly, at least once a week.

A.4.i Elevators

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

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

A.4.j Service Areas and Custodial Closets

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

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

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

Custodial closets and storage areas reflect the cleaning standards of the employees who use them. It is expected that they be clean and orderly at all times.

A.4.k Building Exteriors and Grounds (Day Porters)

Collect trash from outside waste containers and ashtrays. Spot sweep sidewalks, plazas, and (City owned) parking lots to remove cigarette butts and other debris. It may also be

necessary to remove debris from lawns or other unpaved areas. Parking garages may be included in the scope of work at some facilities.

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

The Scope of Work does not include the maintenance of plants, landscaping, snow removal, or exterior window cleaning other than easily accessible entrance glass.

A.4.1 Floor Polishing, Stripping, and Waxing

These services may be included in the scope of work at some facilities. If included in the scope of the work, the wages shall be paid and labor hours invoiced as part of hourly labor NTE and the chemicals and supervision shall be part of the MMF.. If these services are not included in the scope of work, the contractor may list them as additional charges, billed as specified in Section A.2.a.10.

The following expectations would apply to most tile and terrazzo floors. Individual facility managers should be consulted if there is flooring that requires special maintenance procedures.

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

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

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

Rinse the floor with clear water after all old finish has been removed. After the floor dries, it will be ready for a first coat of finish. (Products that combine sealer and finish are increasingly common. If the finish does not contain sealer, it may be necessary to apply a coat of sealer before applying any finish.) Use a mop head that is specifically designed for applying finish. Only the first coat of finish should be laid down to abut baseboards, corners, or walls. Allow the first coat of finish to completely dry before applying a second coat. Lay down the second and third coats of finish so that dry patches that were missed when applying

earlier coats are completely filled in. Three coats are usually sufficient. When work is completed, the floor should have a smooth, uniform appearance without streaks.

A.4.m Carpet and Upholstery Cleaning

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

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

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

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

A.5 LOCATIONS:

A.5.a Facilities Management Buildings:

1. Wellington E. Webb Municipal Office Building, 201 West Colfax Avenue
2. City and County Building, 1437 Bannock Street
3. Lindsey-Flanigan Courthouse, 520 West Colfax Avenue
4. Van Cise-Simonet Detention Center, 490 West Colfax
5. Minoru Yasui Building, 303 West Colfax Avenue
6. Roslyn Complex, seven buildings, 5440 Roslyn Street
7. Former Permit Building, 200 West 14th Avenue
8. Arie P. Taylor Building, 4685 Peoria Street
9. Denver Municipal Animal Shelter, 1241 West Bayaud Avenue
10. Police Academy, 2155 North Akron Way
11. Police Traffic Operations / Firing Range, 3375, 3381 and 3421 Park Avenue
12. Elbra M. Wedgeworth Municipal Building (Five Points DMV), 2855 Tremont Place
13. 911 Communications Center, 950 Josephine Street
14. Police Electronic Engineering Bureau, 1930 35th Street
15. DOIT (Department of Information Technology), 10 Galapago Street
16. Fire Headquarters, 745 West Colfax Avenue
17. Fire Line Shop, 4640 Lipan Street
18. Arson Unit, 280 14th Street
19. Cherry Creek Transfer Station, 7301 East Jewell Avenue
20. Osage Transfer Station, 2013 South Osage Street
21. Denver Police District #4, 2100 South Clay Street
22. Denver Police District #5, 4685 Peoria Street
23. Denver Police District #6, 1566 Washington Street

A.5.b Parks and Recreation Buildings:

1. Central Park Recreation Center, 9651 East Martin Luther King Boulevard
2. Montclair Recreation Center, 729 Ulster Street
3. Athmar Recreation Center, 2680 West Mexico Avenue
4. 20th Street Recreation Center, 1011 20th Street
5. Eisenhower Recreation Center, 4300 East Dartmouth Avenue
6. Montbello Recreation Center, 15555 East 53rd Avenue
7. Harvard Gulch Recreation Center, 550 East Iliff Avenue
8. Scheitler Recreation Center, 5031 West 46th Avenue
9. Washington Park Recreation Center, 701 South Franklin Street
10. Highland Senior Center, 2880 Osceola Street
11. Rude Recreation Center, 2855 West Holden Place
12. Platt Park Recreation Center, 1500 South Grant Street
13. Parks Facilities – Jason, 4495 Jason Street
14. Molkeny Hall (Montclair Civic Building), 6820 East 12th Avenue
15. Parks Headquarters – Huron, 945 South Huron Street
16. Fleming Mansion, 1510 South Grant Street
17. Mountain Parks Headquarters, 300 Union Avenue, Morrison CO
18. Globeville Recreation Center, 4496 Grant Street
19. MLK, Jr. Recreation Center – 3880 North Newport Street
20. St. Charles Recreation Center – 3777 S. Lafayette Street
21. Swansea Recreation Center – 2650 E. 49th Avenue

A.5.c Denver Human Services Buildings:

1. DHS Eastside, 3815 Steele Street

A.5.d Denver Wastewater Management Buildings:

1. Denver Wastewater Management Building, 2000 West 3rd Avenue
2. Fleet Maintenance Facility and Fueling Station, 1271 West Bayaud Avenue
3. Office Warehouse Building, 2000 West 3rd Avenue

A.6 SUSTAINABILITY:

Cleaning methods emphasize the removal of indoor pollutants and maintaining a safe and healthy environment while minimizing the amount of cleaning/janitorial product used and the amount of waste that is created. Products include general purpose cleaners, bathroom cleaners, glass cleaners, carpet cleaners, disinfectants, floor care products, hand soaps, paper supplies for cleaning and paper supplies for bathrooms. The Contractor shall institute a cleaning program that adheres to the requirements set forth by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Operations and Maintenance program. The City and Contractor acknowledge certain cleaning tasks may require chemicals or procedures that are not per LEED standards, but are required to meet the needs of the City. The LEED certification programs acknowledge that some traditional procedures and chemicals will be required even in the best intended LEED qualifying cleaning program. As an example, to properly disinfect a holding cell, or locker-room floor, certain strong disinfectants may be required, that are outside of the approved LEED chemicals. Contractor and City shall work together for the mutual goal of LEED certification and utilizing LEED qualifying cleaning procedures whenever possible.

The Contractor shall use products, whenever possible, that comply with the standards required by LEED EB: O&M for the following areas:

A.6.a.1 Cleaning Products

Cleaning products shall, whenever possible, meet at least one of the following standards for the appropriate category:

1. Green Seal GS-37 for general purpose, bathroom, glass, and carpet cleaners used for industrial and institutional purposes
2. Environmental Choice CCD-110 for cleaning and degreasing compounds
3. Environmental Choice CCD-146 for hard surfaces
4. Environmental Choice CCD-148 for carpet and upholstery care
5. Green Seal GS-40 for industrial and institutional floor care products
6. EPA Design for the Environment Program's Standard for Safer Cleaning Products; and/or
7. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
8. Environmental Choice CCD-147 for hard floor care
9. Or latest standards of above as they apply

Disinfectants, metal polish, floor finishes, strippers, or other products not addressed by the above standards shall meet, whenever possible, at least one of the following standards for the appropriate category:

1. Environmental Choice CCD-112 for digestion additives for cleaning and odor control
2. Environmental Choice CCD-113 for drain or grease traps additives
3. Environmental Choice CCD-115 for odor control additives
4. Green Seal GS-52/53 for specialty cleaning products
5. California Code of Regulations maximum allowable VOC levels for the specific product category
6. EPA Design for the Environment Program's standard for safer cleaning products and/or
7. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
8. Or the latest standards of above as they apply

A.6.a.2 Logs and Information (MSDS Sheets)

The Contractor must supply and keep the required logs and information as required to conform to the standards outlined in LEED EB: O+M. A log shall be kept that details all housekeeping chemicals purchased, used or stored on the premises (stored products include those that are no longer used, but still in the building). Attachments to or internet links within the log shall include manufacturer's Material Safety Data Sheets and Technical Bulletins for each product. Green Seal is a nationally recognized standard, the log shall identify:

- An MSDS and/or label from the manufacturer specifying that the product meets the VOC content level for the appropriate product category as found in the California Code of Regulations.
- A copy of the Green Seal Certification, or
- If the product has not been certified by Green Seal, the manufacturer will provide test data documenting that the product meets each of the environmental health & safety criteria set forth above.

The Contractor shall provide documentation that each product purchased and used under this contract conform to the standards listed above.

When available, chemical concentrates dispensed from closed dilution systems must be used as alternatives to open dilution systems or non-concentrated products.

Resilient tile and hard flooring coating systems, including floor finishes and restoration products shall be used in accordance with Green Seal GS-40 standard and shall be highly durable in order to maintain an acceptable level of protection and gloss for a minimum of one (1) year before stripping/removal and recoating is necessary.

The Webb Administration Building is certified LEED EB Gold. The Wastewater Building is seeking LEED Silver certification. Any new construction must be LEED Gold.

During the life of the contract the City may choose to pursue certifications for additional buildings and would expect the Contractor to work closely with the City to help achieve and/or maintain these certifications. The following requirements apply:

A floor maintenance plan and log shall be kept which details the number of coats of floor finish being applied as the base coat and top coats, along with relevant maintenance/ restoration practices and the dates of these activities. The duration between stripping and recoat cycles shall be documented.

A log shall be kept for all powered housekeeping equipment. The log should identify the date of purchase and all repair and maintenance activities. Equipment shall meet these requirements:

- Vacuum cleaners certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate at a sound level below 70dBA or less in accordance with ISO 11201

- Carpet extraction equipment used for restorative deep cleaning certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, equipped with vacuums, guards, and/or other devices for capturing fine particulates and operates at a sound level less than 70dBA
- Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or Environmental Protection Agency standards for the specific engine size and operate at a sound level less than 90dBA or less, in accordance with ISO 11201
- Automated scrubbing machines are equipped with variable speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids OR scrubbing machines that use only tap water with no added cleaning products
- Battery-powered equipment is equipped with environmentally preferable gel absorbent glass mat, or lithium-ion batteries
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue
- Equipment is designed with safeguards such as rollers or rubber bumpers to reduce potential damage to building surfaces

The Contractor shall adhere to the proper disposal methods for all housekeeping wastes, including floor care stripping wastes as per local regulatory requirements.

The Contractor's personnel shall be properly trained in the use, maintenance and disposal of housekeeping chemicals, dispensing equipment, and packaging. Training for each manager and subsequent staff shall occur on a routine/scheduled basis.

Low environmental impact janitorial equipment includes the use of durable carpet care equipment, such as upright, backpack and wide area vacuums equipped with power heads meeting or exceeding the Carpet and Rug Institute "Green Label" and capable of capturing 96% of particulates 0.3 microns in size.

Carpet extraction equipment shall be capable of removing sufficient moisture such that carpets can dry in less than 24 hours. Carpet care equipment shall be electric or battery powered and shall have a maximum sound level less than 70dBA.

Wherever possible, a carpet extraction method that reduces chemical use will be used.

A log shall be kept that details the relevant maintenance/restoration practices and the dates of these activities. The duration between extraction cycles shall be documented.

A log shall be maintained that lists all carpet care equipment including vacuums (e.g. upright, backpack, wide area and wet/dry) and equipment used for maintaining resilient and hard floors (e.g. buffers, burnishers, and auto-scrubbers). Documentation is kept on each piece of equipment identifying performance capabilities.

The Contractor must provide and maintain one (1) MSDS binder each for the building supervisor and one set that is readily accessible for contractor employees. All spray bottles must be properly labeled or they may be confiscated by building management.

Some buildings may require HAZMAT and Blood-borne Pathogen certification. HAZMAT and Blood-borne Pathogen Training must be conducted and sign-in sheets must be provided to the building management office. All new employees are to have this training prior to reporting for duty and training should continue on an annual basis.

An annual report for all cleaning and sanitary products used/purchased will be provided to the City.

The Contractors must notify the contract administrator when substituting cleaning or sanitary products.

The Contractor shall develop a standard operating procedure that addresses general cleaning, and hard floor and carpet maintenance and how the procedures will be consistently implemented, managed, and audited. Include also strategies that ensure that vulnerable building occupants are protected.

A.7 QUALITY CONTROL PLAN/VENDOR MANAGEMENT

Contractor shall take a proactive stance in quality control.

The three primary evaluation criteria are:

- 1) Has the Contractor trained and managed crews and established systems that efficiently use the budgeted "Not To Exceed" labor hours billed to the City?
- 2) Is the current Scope and Not to Exceed labor hours satisfying the cleaning needs of the building occupants, and if not, what changes should be made to the Scope? Will those changes have budgetary ramifications, or can they be done by prioritizing resources and schedules under the existing scope?
- 3) What areas of cleaning are inspected to be sub-par, and has the scope and industry standard cleaning techniques been followed in those areas, and what can be done to bring cleaning up to par?

Quality control site inspections shall be performed by multiple Contractor employees including those assigned the roles of quality control inspectors, supervisors, managers, chief executives, and front line working supervisors. Each set of eyes may see the same building differently.

Inspections should occur during cleaning shifts, and before or after shifts, to understand and document the cleaning process and cleaning results. Care shall be made to insure that all sites

receive attention, not just sites with a “squeaky wheel”. Some inspections shall be random and unannounced, while others shall be planned.

Contractor shall document quality inspection results and provide documentation to the City when requested. Quality shall be scored on a numeric scale by facility and by area of operation with a narrative and overall synopsis. Formal inspections shall be retained indefinitely in a computerized database.

Contractor shall tour facilities with City representatives, when requested by the City, to review quality metrics or perform a mutual quality inspection walkthrough. These tours may be scheduled as a formal inspection with report, or may be informal where the City representative and Contractor’s representative *just walk around the building to see how it looks*.

Contractor’s badged personnel shall also have the right and responsibility to tour facilities without City representatives to ascertain quality defects, improvements, or successes, but these tours shall not interfere with the occupant’s ability to conduct City business.

Ongoing or perpetual defects in cleanliness or quality shall be reviewed and analyzed for the root cause. When employee performance is identified as subpar, the employee shall be disciplined and replaced when necessary, but offered reasonable opportunity for improvement before replaced.

Contractor shall make prudent and justified adjustments to schedules, equipment, chemicals, tools, training, or assignments to address known quality defects. Factors outside the control of the Contractor, such as limited access, cleaning while occupied, surfaces with pre-existing damage or wear, difficult surfaces to clean, budgetary issues that drive the nature of the scope, highly used areas, construction onsite, etc will be identified. Contractor and City may meet from time-to-time to discuss all factors affecting cleaning and brainstorm solutions, including a mutual acknowledgement that there is no one size fits all cleaning program in a diverse range of buildings and certain give-and-take may be necessary to prioritize cleaning concerns within the intended scope.

A.8 AFTER HOURS / EMERGENCY SERVICES:

Prior to contract implementation, Contractor shall identify a single point of contact, including all contact information when the need arises for after hours or emergency cleaning services. The City expects a response within a two-hour window after business hours (M-F, 8-5).

A.9 REPORTING:

The Contractor agrees to provide periodic reporting, not to be less than semi-annually in June and December of each year.

A.10 NONDISPLACEMENT OF QUALIFIED WORKERS:

(a) Consistent with the efficient performance of this contract, the Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) herein, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) The Contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the Contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

(c) Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractors (1) may employ under this contract any employee who has worked for the Contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of the City's Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(d) The Contractor shall or not less than 10 days before completion of this contract, furnish the City contract administrator a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(e) If it is determined that the Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in this contract.

(f) In every subcontract entered into in order to perform services under this contract, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the City contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance; provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City.

A.11 SAFETY:

The contractor shall put in place safety measures to reduce the risk or eliminate the risk of injuries in the performance of work. Should any accidents or injuries arise either to a person or property, contractor is to notify the appropriate Facility Supervisor immediately and cooperate fully in any required investigation.

A.12 OSHA GUIDELINES AND COMPLIANCE:

Electrical

All electrical equipment used by the Contractor shall meet all OSHA safety requirements and shall be UL approved. This equipment must operate using existing building circuits. The Contractor shall prevent the operation or attempted operation of electrical equipment or combination of equipment, which require power exceeding the capacity of existing building circuits.

Fires, Spills, and Disposal

The contractor shall comply with the Denver Fire Code, OSHA Standard 29CFR 1910.106, and best management practices accepted in industry and promoted by City municipal agencies in the worksite management and storage of products and equipment under the care of the contractor. The vendor, in conducting any activity on City property, shall comply with all applicable local, state, and federal rules, regulations, statutes, laws, and orders regarding water and air quality, and the storage, use, and disposal of hazardous materials, petroleum products, and other solid wastes.

OSHA Guidelines Hazardous Communications:

The vendor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request.

OSHA Guidelines Blood Pathogens:

The vendor shall comply with the OSHA Standard for Blood-borne Pathogens (29 CFR1910.1030) as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The vendor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request. The custodian is responsible for cleaning bodily fluid spills of a two (2) foot square area, or less. Immediately notify the Facilities Monitor or Contracts Supervisor for any bodily fluid spills larger than two (2) feet square.

A.13 INVOICING:

The Contractor is expected to provide individual invoices for each facility to the appropriate agency on a monthly basis.

Invoice must include, at a minimum, the following:

- 1) City contract control number, task order number or special service order number.
- 2) Invoice number and date.
- 3) Applicable service dates or service period
- 4) Actual labor hours being invoiced
- 5) Monthly Management Fee
- 6) All hours must be entered into LCP tracker prior to invoice submittal. Monthly hours shall be shown on each facility invoice.

Special Services are to be invoiced separately from Monthly services, per occurrence, per facility.

The City may request additional information be added to invoices at any time.

A.14 PRICING:

1. Management fee

Contractor shall charge a flat Monthly Management Fee (MMF) per site, as shown on Exhibit B. This management fee shall cover:

- a) The employer share of Medicare, Social Security, State Unemployment, Federal Unemployment, and Denver Occupational Privilege Taxes.
- b) Property taxes and other non-payroll related taxes.
- c) Management and supervision labor and administrative costs.
- d) Equipment, tools and chemicals per Exhibit D.
- e) Payroll processing.
- f) Workman's compensation.
- g) Liability insurance.
- h) Performance and payment bonds.
- i) Invoicing and accounts receivable including cash flow costs associated with bi-weekly payroll invoiced monthly, including multiple periods paid before payment is received.

- j) Human resources and other typical and ordinary expenses associated with managing payroll.
- k) Professional janitorial consulting, scheduling, and management including:
 - a. Implementing innovative tools and techniques
 - b. Scheduling resources to industry specific best practices
 - c. Implementing “green cleaning” or “environmentally friendly cleaning practices”.
 - d. Quality control inspections and analysis.
- l) Completing reports as required by the City.
- m) Bank and treasury management fees and surcharges associated with processing a high volume of paychecks.
- n) Implementing health care programs compliant with the Federal Affordable Care Act.
- o) Onsite supervision during the custodian shift(s) at:
 - a. Wellington Webb Building
 - b. Minoru Yasui Building
 - c. City and County Building
 - d. Lindsey-Flanigan Courthouse and Van Cise-Simonet Detention Center
 - e. Denver Wastewater Management Building
- p) Account and portfolio managers to oversee onsite supervisors and sites without onsite supervisors.
- q) Uniforms
- r) Training
- s) Timekeeping
- t) Cell phones, email, communication devices for supervisors.
- u) Other tasks and requirements as documented in the RFP 0612A Janitorial Services.
- v) Contractor’s legal expenses associated with Union bargaining, if any.

2. Monthly Management Fee increases - Increases for Contract years 2 through 5

The Monthly Management fee (MMF) for each facility will remain fixed through December 31, 2015.

The MMF for each facility will be adjusted on the annual anniversary of the contract date for the term of the contract. If the contract term is extended beyond 5 years, the City and Contractor may address the MMF as part of the extension amendment.

MMF adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Denver, Boulder, Greeley Area, semi-annual index. If the contract term is extended beyond this amendment, the Contractor and the City may agree to a different negotiated amount.

The MMF adjustment rate will be determined by comparing the percentage difference between the CPI-U index of the base year and the Current year as defined as follows:

Contract Anniversary	Base Year Index	Current Year Index	Lookback Period (between Base Year Index and Current Year Index)
First	January –June 2014 (1 st Half 2014)	January – June 2015	12 Months
Second	January –June 2014 (1 st Half 2014)	January – June 2016	24 Months
Third	January –June 2014 (1 st Half 2014)	January – June 2017	36 Months
Fourth	January –June 2014 (1 st Half 2014)	January – June 2018	48 Months

The base year index shall be 235.736 (January – June 2014).

In the event that the specific index or data series defined in the table above is unavailable 60 calendar days prior to the contract anniversary, the most similar 6-month average U.S. Department of Labor Consumer Price Index or data series shall be used instead; however the time span between indexes (Lookback Periods) shall be for complete and continuous 12 month periods as indicated in the table above.

The adjusted MMF at each facility shall be equal to:

$$(\text{Current Year Index})/(\text{235.736 Base Year Index}) * (\text{Base Year MMF}).$$

Sample calculation formula using:

- 235.736 as the base year index.
- A fictitious index of 237.184 for the “current index”
- A site specific MMF of \$14,838.77

$$(237.184/235.736) * \$14,838.77 = \$14929.92.$$

Therefore the new site specific MMF would be \$14929.92 in that contract year.

The City will provide the contractor with the MMF adjustment rate as well as any new Prevailing Wage rates a reasonable number of calendar days prior to the annual anniversary of the contract term. The Contractor shall update Exhibit B – Pricing with the adjusted MMF for each facility and provide it to the City Contract Administrator and City Purchasing. The Contractor shall also update Exhibit B- Pricing with changes to Not to Exceed Yearly Costs for each facility due to increases in the Prevailing Wage rates. The Executive Director of General Services shall prepare an official notice to the Contractor, memorializing the new MMF as well as new Yearly Not-To-Exceed amounts for each facility.

No retroactive contract price adjustments will be allowed; however if an administrative delay in approving or processing the new MMF rate would prohibit timely submission, processing and payment of invoices, Contractor may bill the previous year’s MMF rate until the new MMF rate is approved, then invoice for the net difference back to the anniversary date in which the adjusted MMF would have been invoiced but for the administrative delay.

Unless otherwise agreed upon, the MMF on the fifth and subsequent anniversaries shall also be subject to the CPI adjustments per this section with an additional 12 months of Lookback Period for each anniversary year the contract is extended.

3. Reimbursement of hourly and fixed labor costs.

Contractor shall invoice monthly, by site, for reimbursable expenses including:

- a) Costs by hour worked
 - a. Base Wage for the labor classification assigned to the non-supervisory employee, including custodians, floor techs, day porters, project work employees, and working crew shift or crew leaders.
 - b. Associated Fringes applicable to the employee per the then current Prevailing Wage Schedule
 - c. RTD Bus Pass differential
 - d. Shift differential as applicable
 - e. Overtime (no overtime is anticipated for routine operations but may be necessary for VIP visits, emergency events such as heavy snow storms requiring extra day porter labor to maintain the buildings, etc. Overtime shall be approved by the City facility manager prior to being incurred.)
 - f. Paid holiday, vacation, or other paid time off, and other required benefits, not included as part of Fringe payments, when required by Union contracts, federal or local laws, or mutually agreed by the City and Contractor, or not approved as reduction to fringe cash payments by the City Prevailing Wage office.
 - g. Other hourly costs as provided by current or future Prevailing Wage Schedules.
 - h. Other hourly costs required by changes in federal, state, or local laws or City policies.
 - i. Subject to negotiation and agreement with the City- other hourly costs required by changes or negotiations to union Collective Bargaining Agreements
- b) Monthly expenses
 - a. Parking passes for employees as required by the Prevailing Wage Schedules.
 - b. Other flat monthly costs associated with current or future Prevailing Wage schedules.
 - c. Other flat monthly fees required by changes in federal, state, or local laws or City policies.
 - d. Subject to negotiation and agreement with the City, other flat monthly fees required by changes or negotiations to union Collective Bargaining Agreements.

4. Labor Costs

Contractor provided in their response to the City, proposed labor hours for each facility in order to perform in compliance with the requirements contained in Exhibit C.

- a. Exhibit B lists the NTE Monthly Labor hours per facility which is associated with two payroll period months and three payroll period months for the current

contract year. The NTE Monthly Labor cost per facility = NTE Monthly average labor hours per facility x the Labor rate.

- b. Exhibit B lists the Not to Exceed (NTE) yearly total cost per facility which is based on the combination of proposed hours in two payroll period months and three payroll period months for each contract year x Labor rate + MMF per facility.
- c. Contractor shall furnish the City contract compliance technician with a monthly report showing the variance between labor hours per facility and the average not to exceed labor hours per facility.
- d. The adjustment of the annual labor cost per facility due to any increases in Prevailing Wage and fringe benefits occurs on the contract date for the term of the contract.

5. Provision for changes to prevailing wage:

The 1st year of the contract shall be under the current Prevailing Wage schedule read and provided at the time of the RFP. On the annual anniversary of the contract date, the Contractor may be required to compensate employees based on a new Prevailing Wage publication. If the contractor is required to change compensation to the employees, the City shall reimburse the contractor for the new hourly rates as published by Prevailing Wage. Exhibit B shall be updated according to the following example:

Example: Increase in Prevailing Wages - City and County Building contract year 2016

Average wage contract year 2015 = \$18.31

Average wage contract year 2016 = \$19.04 4% increase in average prevailing wage over previous year (fictitious amount)

Average not to exceed monthly labor hours x adjusted labor rate= new monthly Labor Cost for 2016

$$884 \times \$19.04 = \$16,831.36$$

6. Average wages used in budgets:

Prevailing wage requires two different labor classes (Custodian I and Custodian II) with three different shift differentials per class. Therefore there are 6 possible wage rates, each with three different fringe benefit levels. Some existing custodians were also paid wages in excess of prevailing wage by the previous contractor.

At the time of RFP and contract negotiations the wage data that was available was:

- A listing of various wage rates (including fringe) with the number of employees at each wage rate. It was not broken down by site, and it was not audited.

- A list of gross hours and gross wages at each site from the LCPTracker data, but was not audited.
- The Prevailing Wage schedule in effect for the 1st year of the contract.
- A requirement to offer employment to existing employees under Executive Order 136

Therefore for budgeting and bidding, Contractor calculated an *average hourly rate* with the data available at the time of RFP. However, each specific site in the real world will have a different mix of actual wages. Data necessary to calculate the site specific wages was unavailable at time of proposal thus an average wage had to be used.

Also, for bidding and budgetary purposes annual projects and floater time was spread using industry standard calculations and using average hours per task. Actual hours per site may vary once each project is commenced, and as employees become more efficient with experience, and other workload factors such as down time due to guests staying late in recreation centers, traffic, amount of furniture to be moved, actual condition of the surface to be cleaned, age of the surface, etc.

To provide the intended flexibility for the Contractor to professionally manage and allocate hours where needed, the contractor shall have the right to move hours from contracted site to site as needed to perform the Scope, and pay the appropriate Prevailing Wage as necessary for each shift and assignment.

Therefore, the NTE hours and wages on Exhibit B on a site-by-site basis are for planning, bidding and budgeting purposes only.

The actual contracted NTE cost to the City, for labor hours, shall be the sum of all wages budgeted for all contracted sites for each calendar year including prorated sums from sites added or deleted midyear. It is understood some specific sites may come in over or under budget from the statistical average used for bidding and budgeting purposes. Contractor shall provide variance reports, as necessary, to the City Contract Compliance Technician to prove Contractor is maintaining the annual budget.

7. Provision for health insurance per Prevailing Wage:

At the time of the RFP none of the employees were receiving health insurance benefits, thus all employees were receiving fringe benefits paid as cash based on the “Single” fringe rate. The NTE labor costs on Exhibit C are based on “Single” fringe benefits.

In 2015 the Affordable Care Act (ACA) requires employers to offer health insurance or face IRS fines. Contractor intends to offer coverage to all ACA eligible employees as required by the ACA to avoid penalty. It is possible the Federal government may change ACA requirements, and the Contractor shall have the right to continue offering health coverage even if not required by law. The prevailing wage document in effect for the first year of this contract states:

“All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification.”

Therefore, for the life of this contract, all fringe benefits required to be paid to employees above the “Single” rate are not included in the NTE costs and the Contractor shall invoice for the net difference between the “Single” and the rate the employee is eligible to receive per the then current Prevailing Wage schedule.

8. Overtime Clarification

The Prevailing Wage schedule for “Custodians” published at time of this contract requires (emphasis added):

Overtime

Time worked in excess of seven and one half (7 ½) hours in one (1) day or in excess of thirty-seven and one half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one half (1 ½) at the employee’s basic straight time hourly rate of pay.

Lunch

Any employee **working** seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.

For further clarification, paid lunches are not time working. Therefore, an employee who works 7.5 hours in a shift and is paid 30 minutes for a paid lunch shall be paid a total of 8 hours at regular time for that day. The hours paid for paid lunches shall not be counted towards the 37.5 working hours per week that would trigger overtime, so an employee may be paid 37.5 hours at regular time for hours worked, plus 2.5 hours at regular time for paid lunches, for a total of 40 regular time hours.

Examples for daily calculations that would trigger OT:

Hours Worked/shift	Regular Pay	OT Pay	Paid Lunch
7.45 hours	7.45 hours	None	None
7.5 hours	7.5 hours	None	30 minutes at regular time
10 hours	7.5 hours	2.5 hours	30 minutes at regular time