

AGREEMENT

THIS AGREEMENT (“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 **NORTHWEST CASCADE, INC., DBA HONEY BUCKET**, a Foreign Corporation with its principal place of business located at 10412 John Bananola Way E, Puyallup, WA 98374 (the “Contractor”), jointly the “Parties” and individually a “Party.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

1.1 “City” means and refers to the City and County of Denver or a person authorized to act on its behalf.

1.2 “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

1.3 “Subcontractor” means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

2. TERM: The Agreement will commence on **June 1, 2023** and will expire on **May 31, 2026** (the “Term”). The term of this Agreement may be extended for an additional two (2) one (1) year renewal terms by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Director’s (as defined in Paragraph 3, below) prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

3. COORDINATION AND LIAISON: The Contractor shall fully coordinate all Services under the Agreement with the Director of General Services (the “Director”), and/or the Director’s designee.

4. SERVICES TO BE PROVIDED:

4.1 At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A**, the Contractor's Scope of Work and Pricing (the "Services"), to the City's satisfaction.

4.2 The Contractor is ready, willing, and able to provide the Services required by this Agreement.

4.3 The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

4.4 The Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

5. COMPENSATION AND METHOD OF PAYMENT:

5.1 Fee: The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under the Agreement, the amount of **NINE HUNDRED SEVENTY-FIVE THOUAND DOLLARS AND ZERO CENTS (\$975,000.00)**. Amounts billed may not exceed the foregoing amount.

5.2 Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All expenses to be incurred by the Contractor under this Agreement are described in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to, any charges or expenses related to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and/or out-of-pocket expenses.

5.3 Invoices: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

5.4 Maximum Contract Amount:

5.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$975,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

5.4.2 Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Contractor acknowledges that the City is not obligated to execute an amendment or renewal to this Agreement for any further phase of work other than the work described herein for the initial period, and that any work performed by Contractor beyond that specifically authorized is performed at Contractor's risk and without authorization under this Agreement. The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5.5 Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, such audit or program review identifies any irregularities or deficiencies in the Contractor or its officers, agents, or employees' performance of the Contractor's obligations under this Agreement, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the required corrections are not made

by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

5.6 Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

5.7 No duplication of funds for same Services: The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.

5.8 Payment of City Minimum Wage: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C Sections shall result in the penalties and other remedies authorized therein.

6. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder

or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. TERMINATION:

8.1 The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

8.2 Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

8.3 Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

8.4 If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph 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.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. INSURANCE:

11.1 General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City

contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11.2 Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

11.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor/Consultant's insurer shall waive subrogation rights against the City.

11.5 Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

11.6 Workers' Compensation and Employer's Liability Insurance:

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

11.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

12. DEFENSE AND INDEMNIFICATION:

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

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

12.3 Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

13. TAXES, LATE CHARGES, AND PERMITS: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

15. **INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. **NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

19. **CONFLICT OF INTEREST:**

19.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §§ 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

19.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Department of General Services
201 W Colfax Avenue, Dept. 1110
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise

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

24. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall perform or cause to be performed all Services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver whether or not specifically referenced herein. Any references to specific Federal, State, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of Federal, State, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the Services referenced in this Agreement and all other applicable provisions of Federal, State or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws.

25. STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

26. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he, she or they has/have been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind

Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

27. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

28. PROHIBITED TERMS: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

29. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

31. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any

other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

33. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

34. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

35. AGREEMENT AS COMPLETE INTEGRATION/AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation,

renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

36. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

37. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of City Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

38. CONFIDENTIAL INFORMATION:

38.1 “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

38.2 The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

38.3 Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

38.4 Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

39. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:

39.1 Contractor shall provide permission to approved City analysts for access to Contractor's server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor's system shall be accessible to City analysts.

39.2 At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

40. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

41. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Following Provisions Apply to Airport Property]

42. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including Denver

International Airport. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix 1, below.

43. AIRPORT SECURITY:

43.1 It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

43.2 The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

43.3 The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

43.4 The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do

so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

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

44. **ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work and Pricing; **Exhibit B**, Certificate of Insurance.

[APPENDIX 1 FOLLOWS THIS PAGE]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

APPENDIX 1

GENERAL CIVIL RIGHTS PROVISIONS

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

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

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

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities

(42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number: GENRL-202367547-00
Contractor Name: NORTHWEST CASCADE, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202367547-00
NORTHWEST CASCADE, INC.

By:  _____
D443E57FF52E498...

Name: Greg Potts
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

IFB No. 11002_2023

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:**B.1 SCOPE OF WORK:**

Rentable portable toilets, portable restroom trailers (relief stations), hand washing stations and supporting services, which include but are not limited to cleaning, pump out services, transportation, and supplies. Services will be provided at various Citywide locations, including Denver International Airport. Services may be provided on a continuous schedule, and on an as needed basis. Each using City Agency reserves the right to schedule services as deemed necessary to support their operational needs. All services rendered by the Contractor will be invoiced to the City Agency requesting services per the pricing schedule outlined in Exhibit B “Contractor Pricing”, pricing for services shall be firm and fixed for the initial term of the Agreement, however the City may consider price increases at the time of renewal periods as long as sufficient proof is provided that the proposed price increases are a pass-through of cost, not for additional profit, and are tied to an applicable industry standard index. Proposed price increases should be submitted to the City no later than 180 days prior to Agreement expiration or the pricing will remain in effect for the duration of the renewal period. Pricing shall be in the format contained in the IFB. .

The contractor must have a minimum of three (3) years’ experience in the functional area of portable restroom rental services and supporting services. The contractor shall provide proof of such experience along with proof of being in business for a minimum of three (3) years.

The Contractor shall provide the City with a copy of their written Standard Operating Procedures (SOP) on how the Contractor will maintain contractor owned equipment, portable toilets, hand sanitizer dispensers and hand washing stations. The SOP shall also address the following service requirements and operational plan:

1. Portable Restroom Spill Clean-up
2. Portable Restroom Service Tracking
3. Safe Needle Disposal

The contractor shall be responsible to furnish all labor, materials, equipment, transportation, signage, or any and all other necessary implements to successfully perform required services. The City shall not be responsible for providing the Contractor any labor, guidance, signage, or any other items necessary for service completion. The Contractor shall, if requested, furnish evidence as to the kind and quality of materials, equipment and/or articles used.

No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility. Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.

All labor, materials, equipment, fuel costs, transportation, signage, overhead costs, or any other associated costs or fees shall be inclusive of the pricing structure provided by the contractor as an exhibit to the contract. Pricing shall be for the fully burdened rate to include any deliveries/repairs/ etc. Contractor acknowledges that any invoices submitted with additional charges or a pricing structure that does not match the pricing in the contract exhibit will be rejected.

Contractor shall hold and keep in force all licenses and certificates which are considered standard in the appropriate industry and follow all industry best practices. The City shall maintain sole discretion to determine

which licenses and certificates are considered standard in the appropriate industry, and which practices are considered “best industry practices”.

A City and County of [Denver Vault Cleaner license](#) is required.

For scheduled service requests, services shall not be performed by the contractor without first receiving an executed purchase order (work order) from an authorized issuing agency.

Standard work hours are considered Monday through Friday 7:00AM to 5:00PM. Work will typically be performed during these standard work hours.

Non-standard work hours are considered 5:00PM – 7:00AM, weekends, and City of Denver holidays. Work may be required to be performed during non-standard work hours.

B.2 CONFIGURATION AND SERVICE LEVEL:

Portable toilets will need to come in two configurations and service levels. Trailer based relief stations will come in one configuration.

GROUP I. CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN): These units shall be used to service the entire City with the exception of DEN and DEN owned real property. The configuration and service level is as the following:

1) Citywide except DEN Configuration:

- a. All units are to be the standard company color offered and have no advertising signage on them. Contractor’s name and identification information is required. If the Contractor’s means of identifying their Contractor’s property is other than by unit color, such means shall be communicated in the Contractor’s response to this proposal.
- b. Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- c. Toilet paper shall be provided
- d. Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- e. Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet), the service technician shall initial the date and time service is provided. The sign-off sheet must be legible and replaced as necessary.
- f. Units must have a hand sanitizer dispenser.
- g. Upon request by agency, units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

2) Citywide except DEN Service Level:

- a. The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency.
- b. City must be invoiced monthly
- c. Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DEN and DEN owned real property

- d. The Contractor shall set up with the requesting agency(ies) a regular schedule of maintenance for toilets that are in place for a determined period of time as well as for those toilets that experience a heavy volume of usage for a short period of time.
Telephone Number (regular hours): Indicate hours and phone number: 303-342-2625
Telephone Number (after hours): Indicate hours and phone number: 303-342-2625
Contract Person(s): Nicolas Tabaldo, Nicolas.Tabaldo@flydenver.com
- e. All damage not done by the City's personnel shall be the responsibility of the Contractor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- f. Cleaning service shall consist of:
- i. Pumping and flushing out the waste tank,
 - ii. Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door
 - iii. Adding deodorant blocks (or acceptable alternative, shall be approved by the City)
 - iv. Replacing toilet paper to maintain adequate supply
 - v. Testing to make sure hand sanitizer dispenser is operational and full upon departure.
 - vi. Removal of graffiti if necessary
 - vii. Documentation showing when last period cleaning service occurred prominently displayed
 - viii. All specified services must be performed every time a unit is scheduled for services
 - ix. All equipment shall be maintained in good working order as defined in this Section.
 - x. Contractor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity in and under the unit during scheduled cleaning and service.
 - xi. Cleaning service will be available seven (7) days per week and shall be performed in accordance with schedules established by Authorized Agency Representative.
 - xii. Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the Contractor within 24 hours or one (1) calendar day from receipt of request or identification of the need at no additional cost to the City.
 - xiii. Contractor will be responsible for the replacement of damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification.
 - xiv. Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e., pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
 - xv. In the event of a change of Contractor, current Contractor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new Contractor.
 - xvi. No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
 - xvii. Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.

GROUP II. CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):**1) DEN Only Configuration:**

- a. All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's name means of identifying their Contractor's name property is other than by unit color, such means shall be communicated in the Contractor's name response to this proposal.
- b. Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- c. Contractor shall provide toilet paper.
- d. Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- e. Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet).
- f. Units must have a hand sanitizer dispenser.
- g. Upon request by agency, units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

2) DEN Only Service Level:

- a. The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency.
- b. DEN must be billed monthly.
- c. Service shall be provided within DEN and DEN owned real property
- d. The Contractor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time.
- e. All damage not done by the City's personnel shall be the responsibility of the Contractor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- f. Cleaning service shall consist of:
 - i. Pumping and flushing out the waste tank,
 - ii. Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door
 - iii. Adding deodorant blocks (or acceptable alternative, shall be approved by the City)
 - iv. Replacing toilet paper to maintain adequate supply
 - v. Removal of graffiti if necessary
 - vi. Testing to make sure hand sanitizer dispenser is operational and full upon departure.
 - vii. Documentation showing when last period cleaning service occurred prominently displayed
 - viii. All specified services must be performed every time a unit is scheduled for services
- g. Additional Cleaning services required:
 - i. Servicing of DEN owned "Comfort Stations"
 - ii. Waste removal (tank pump out) and water tank filling **ONLY**
 - iii. The Contractor shall notify DEN if the comfort station appears to be damaged or malfunctioning (visible leaks/cracks in water tanks)
- h. All equipment shall be maintained in good working order as defined in this section.

- i. Contractor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity of in and under unit during scheduled cleaning and service.
- j. Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- k. Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the Contractor within 24 hours or one (1) calendar day from receipt of request or identification of the need (contractor owned units)
- l. Contractor will be responsible for replacement of damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification. (contractor owned units)
- m. Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e., pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
- n. In the event of a change of Contractor, current Contractor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new Contractor. (contractor owned units)
- o. No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
- p. Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.
- q. Contractor employees must wear safety vests when servicing units on the Airfield
- r. Delivery and Service truck drivers and personnel must be dependable and familiar with the rules and regulations of DEN particularly as regards driving on the airfield. Education and training material will be provided by DEN.
- s. Request for toilets for special events must be filled no less then, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.

3) DEN Only Additional Service Considerations:

- a. Contractor personnel to be escorted by a DEN Contract Compliance Coordinator while on the airfield. An escort is not necessary when Contractor personnel will not be going onto the airfield. Contractor personnel must show up on scheduled days unless other arrangements have been made, due to the escort requirement.
- b. Contractor agrees and understands that long wait times for Contractor personnel may be incurred due to portable toilet locations that require the crossing of taxiways.
- c. Contractor personnel will be required to obtain a security badge.
- d. All service providers for DEN must be badged to access secured areas. Contractor must have at least two service providers or service provider teams badged for DEN. This requirement prepares for a situation where one badged provider or provider team is unavailable to provide service. Contractor is to ensure that DEN has access to someone who can provide service at any time.

- e. Contractor personnel who are convicted felons may not provide service at DEN due to federal regulations and the inability to get a DEN badge.

GROUP III. CONFIGURATION FOR SPECIAL EVENTS NOT INCLUDING DENVER INTERNATIONAL AIRPORT: Special Events are defined for the purposes of this agreement as any event for which the City requires portable toilets outside of the portable toilet agreements that the various City agencies will establish with the Contractor. These events may occur at any time, including on weekends.

1) Citywide Special Events:

- a) All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- b) Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented
- c) Toilet paper shall be provided
- d) Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- e) Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- f) Units must have a hand sanitizer dispenser.
- g) Upon request by agency, units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

2) Citywide Special Event except DEN Service Level:

- a) The Contractor shall deliver units within a one (1) business day notice to various locations as identified by the requesting agency.
- b) City must be billed monthly.
- c) Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DEN and DEN owned real property
- d) Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.
- e) **Removal of the units after a special event shall be no later than two (2) hours after the end of the special event or as directed by City Personnel.**
- f) Contractor shall not provide additional services or equipment (outside of the contracted equipment or services)

GROUP IV. CONFIGURATION FOR DENVER INTERNATIONAL SPECIAL EVENTS:

1) DEN Special Events Configuration:

- a) All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- b) Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented
- c) Toilet paper shall be provided
- d) Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- e) Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- f) Units must have a hand sanitizer dispenser
- g) Upon request by agency, units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

2) DEN Special Events Service Level:

- a) The Contractor shall deliver units within a one (1) business day notice to various locations as identified by the requesting agency.
- b) DEN must be billed monthly.
- c) Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DEN and DEN owned real property
- d) Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.
- e) **Removal of the units after a special event shall be no later than two (2) hours after the end of the special event or as directed by City Personnel.**
- f) Contractor shall not provide additional services or equipment (outside of the contracted equipment or services)
- g) Emergency contact for special events
- h) Telephone Number (regular hours): _____
- i) Telephone Number (after hours): _____
- j) Contract Person(s): _____

B.3 BACKGROUND CHECKS:

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

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

- National Sexual Offender Registry Search.

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

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

The following locations require NCIC background checks:

- All Police Facilities
- All DSD Facilities
- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services – Castro Building

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

All Denver Law Enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver. The CJIS background check can be completed through the CBI – Vendor Management Program as a CJIS Support Vendor. The Contractor will be responsible for all costs.

1. Please go to the CBI Vendor Management website or <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program> Please click on the CJIS Support Vendor link in the left-hand navigation pane. Click on the Individual tabs to learn about the program and how to apply.
2. You will be applying to be part of the CBI Vendor Management program. To apply for this, you will need documentation that states that you are contracted to do work with one of the Safety Agencies for the City and County of Denver.
3. Once you have this document, you will need to submit the following:
 - a. an application to create a fingerprint account;
 - b. the Vendor Agreement;
 - c. the above referenced contractual document with one of the Safety agencies for the City and County of Denver
 - d. an IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting

4. Once you have completed the fingerprinting, background check and testing and are a CJIS Support Vendor, please submit the company name, listed individual names and certificates of completion of CJIS training to Agency Representative/Contact so verification can be made as well as associating your company to DPD.
5. Once this process is complete, projects can be scheduled and if necessary, badges will be provided for the duration of the project and then must be returned.
6. This background check process is good for two years in any safety facility within Colorado as long as the individual is employed with the vendor. If the individual leaves the employment of the vendor – please notify CBI. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the management program

If you have concerns or questions, please contact CBI at: cdps.cbi.cjisvendors@state.co.us or call 303-239-4208. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

B.4 AIRPORT SECURITY:

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

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

The Contractor (or subcontractor) requiring access to the Controlled Area, Sterile Area or Secured Area shall become a “Participant” in the Airport Security Program (ASP) and remain in good standing in order to retain Airport Security privileges.

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

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

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

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

The Authorized Signatory is responsible for signing and verifying all information on the DEN Fingerprinting and Badging applications. All submitted applications must be an original. It is the Authorized Signatory’s

responsibility to ensure that Airport Security maintains valid contact information. The Authorized Signatory must maintain a current and valid Airport Identification Badge (ID Badge).

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

The Contractor shall return to DEN, upon Contract completion or termination, or upon demand by DEN, all access keys and Airport ID Badges issued to it by DEN to Controlled Areas, Sterile Areas or Secured Areas of the Airport. If the Contractor fails to return any such Airport ID Badge(s) or Airport Security Key(s) at Contract completion or termination or upon demand by the DEN, the Contractor shall be liable to the DEN for all DEN's costs, including the DEN's labor costs for re-coding doors and any other work which is required to prevent compromise of any Airport Security system. In order to collect such costs hereunder, the DEN may withhold funds in such amount from any amounts due and payable to the Contractor under the Contract. Airport Security must be immediately notified if an Airport ID badge or security key is lost or stolen and must be notified immediately upon the termination of an individual's employment. Pursuant to Code of Federal Regulations (C.F.R.) 49 Part 1520.04-10(d) a fee shall be assessed against any employer who fails to return an Airport ID badge or security keys upon the termination of an individual's employment, transfer, or completion of a project or contract. An additional fee may be requested to cover the administrative cost of processing a lost badge or security key.

B.5 OSHA GUIDELINES:

The contractor shall be familiar with and operate within the guidelines as set forth by the Occupational Safety and Health Act. For all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise and compel his/her employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

B.6 CONTRACTORS PERFORMANCE:

Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the designated City facilities. The Executive Director of General Services or their designee will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Executive Director of General Services or their authorized representative, performance becomes unsatisfactory, the City shall notify the contractor.

The contractor will be required to correct any specific instances of unsatisfactory performance within the timeframe specified in a Notice of Deficiency issued by the Executive Director of General Services or their designee. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

B.7 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To

the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the contractor to any other governmental jurisdiction purchasing the same products.

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

B.8 F.O.B POINT:

Prices quoted for Project shall be F.O.B. destination, unloaded and installed.

B.9 DELIVERY CONSIDERATION:

Product Deliveries, if applicable must be scheduled through the designated City Representative

B.10 INVOICING REQUIREMENTS:

Contractor must submit invoices to the City Agency requesting services within 30 days of services being provided. Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned City Requestor. Invoices must include the following minimum detail:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location
- City requester
- Type of unit and service interval
- Itemized charges, including unit of measure
- Total charge

B.11 ENVIRONMENTAL POLICY, SUSTAINABILITY AWARENESS, AND COMPLIANCE:

The City & County of Denver, through its ISO 14001 conforming Environmental Performance Program (DEPP). is committed to protecting the environment, and the health of the public and its employees. The DEPP ensures that all aspects of City operations with the potential to cause significant environmental impacts are proactively managed. The City has adopted environmental procedures to ensure compliance with environmental requirements, protect workers and the public, conserve energy and resources, and prevent pollution. This reinforces the City's position that each person providing products or services to the City, the City's business partners, is responsible for conducting activities in a manner that will protect public health and the health of their employees and protect the environment. It also requires business partners ensure the competency of their staff with respect to their environmental impacts and duties.

All City business partners, are required by statute, regulation, and contractual agreement to comply with all federal, state, and local environmental regulations and requirements when working for the City. The City's DEPP requires all City business partners to be aware of the City's Environmental Policy, be aware of the environmental aspects their actions may impact and implement practices to manage their actions in a manner that complies with environmental requirements and the City's environmental performance goals. The City's Environmental Policy outlines the City's commitment to environmental protection, continual improvement, and sustainability in all areas of City business and operations.

Additionally, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health. In requesting proposals, and when specifically required in the evaluation criteria, The City expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

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

Executive Order 123 guides City agencies to fully implement all appropriate LEED O+M principals to minimize negative economic, environmental, and public health impacts of facility operations and maintenance. Thus, services procured through this proposal must meet any directly applicable LEED O+M standards, and otherwise help the City realize its EPP goals, and the directives contained in Executive Order 123.

Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

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

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

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

- Green Seal approved products and services (GS-42)
- International Sanitary Supply Association (ISSA) Cleaning Industry Management Standard for Green Buildings (CIMS-GB)
- Custodial services that meet the LEED v4 Green cleaning – custodial effectiveness assessment standards
- EPA's "Safer Choice" labeled products
- Energy Star certified equipment
- Cradle to Cradle (C2C) v2 and v3 certified products
- Products that meet any of the GreenScreen v1.2 Benchmarks
- Conformance with California Code of Regulations for maximum allowable VOC content
- Products dispensed through automatic metering and mixing equipment (after other supply is exhausted)
- Products with recycled material and post-consumer waste content, including 30% recycled-content paper
- Products that can be recycled (with preferable local recycling options available)
- Durable products and reusable products and applicators
- Neutral pH products (pH > 2.0 and <12.5)
- Non-flammable products (flash point >140F)
- Fragrance-free and dye-free products
- Bio-based materials (ASTM Test Method D6866)
- Procure limited quantities that can be used in a reasonable amount of time, within the products expiration date
- Other characteristics that minimize:
 - Waste

- Energy use
- Release of toxic compounds
- Worker/public exposure to pollutants

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

- All products containing chlorinated or halogenated hydrocarbons i.e., chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoro alkyl substances, or PFAS
 - Excluding specific fire-fighting products approved by the Denver Department of Public Health & Environment (DDPHE)
- Products that will be a regulated hazardous waste, per Colorado Hazardous Waste Regulations,) upon disposal when there is a viable alternative
- Products containing Asbestos
- Products containing category 1 carcinogens, known mutagens, known teratogens.
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers and peroxide forming chemicals
- Products containing toxic heavy metals, halogenated solvents, strong acids, benzene, naphthalene, and other toxic aromatic and polyaromatic organic compounds.
- Products containing chemical compounds deemed by the Denver Department of Public Health and Environment to present an undue of risk to human health or the environment in their use or disposal. Consult with the department for review of chemical product composition if there are any questions.

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

B.12 FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Contractor agrees to the applicable provisions set out below. The Contractor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to

report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

B.13 MINIMUM WAGE ORDINANCE:

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

B.14 VENDOR PERFORMANCE MANAGEMENT:

Awarded contractors are required to furnish a performance report to the analyst on an annual basis, no later than the anniversary date of the applicable City Contract, providing at a minimum the following information:

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

Contractor may also be required to provide additional specific reporting/data as required.

Item	Description of Unit	Description of Rental	Rental Period	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
GROUP 1: CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN)						
1	Standard Portable Toilet	One (1) Service Weekly (Cleaning)	28 days	\$ 80.00	\$ 82.40	\$ 84.87
1A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 5.00	\$ 5.15	\$ 5.30
2	Standard Portable Toilet	Two (2) Services Weekly	28 days	\$ 175.00	\$ 180.25	\$ 185.66
2A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 10.00	\$ 10.30	\$ 10.61
3	Standard Portable Toilet	Three (3) Services Weekly	28 days	\$ 300.00	\$ 309.00	\$ 318.27
3A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 10.00	\$ 10.30	\$ 10.61
4	Standard Portable Toilet	Four (4) Services Weekly	28 days	\$ 425.00	\$ 437.75	\$ 450.88
4A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 10.00	\$ 10.30	\$ 10.61
5	Standard Portable Toilet	Five (5) Services Weekly	28 days	\$ 550.00	\$ 566.50	\$ 583.50
5A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
6	Standard Portable Toilet	Six (6) Services Weekly	28 days	\$ 700.00	\$ 721.00	\$ 742.63
6A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
7	Standard Portable Toilet	Seven (7) Services Weekly	28 days	\$ 875.00	\$ 901.25	\$ 928.29
7A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
8	Standard Portable Toilet	1 extra weekly service	Per Service	\$ 30.00	\$ 30.90	\$ 31.83
8A	Add Hand Sanitizer	Add Hand Sanitizer	Per Service	\$ 5.00	\$ 5.15	\$ 5.30
9	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	28 days	\$ 130.00	\$ 133.90	\$ 137.92
9A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 5.00	\$ 5.15	\$ 5.30
10	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	28 days	\$ 235.00	\$ 242.05	\$ 249.31
10A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 10.00	\$ 10.30	\$ 10.61
11	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	28 days	\$ 350.00	\$ 360.50	\$ 371.32
11A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
12	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	28 days	\$ 475.00	\$ 489.25	\$ 503.93
12A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
13	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	28 days	\$ 600.00	\$ 618.00	\$ 636.54
13A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
14	ADA Compliant Handicap Portable Toilet	Six (6) Services Weekly	28 days	\$ 710.00	\$ 731.30	\$ 753.24
14A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
15	ADA Compliant Handicap Portable Toilet	Seven (7) Services Weekly	28 days	\$ 925.00	\$ 952.75	\$ 981.33
15A	Add Hand Sanitizer	Add Hand Sanitizer	28 days	\$ 20.00	\$ 20.60	\$ 21.22
16	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service	\$ 50.00	\$ 51.50	\$ 53.05
16A	Add Hand Sanitizer	Add Hand Sanitizer	Per Service	\$ 5.00	\$ 5.15	\$ 5.30
17	Standard Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 75.00	\$ 77.25	\$ 79.57
18	Standard Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 75.00	\$ 77.25	\$ 79.57
19	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 75.00	\$ 77.25	\$ 79.57
20	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 75.00	\$ 77.25	\$ 79.57
21	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 125.00	\$ 128.75	\$ 132.61
22	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 125.00	\$ 128.75	\$ 132.61
23	Free Standing Hand Wash Unit	Daily Service	Per Week	\$ 275.00	\$ 283.25	\$ 291.75
GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):						
23	Standard Portable Toilet with Hand Sanitizer	One (1) Service Weekly (Cleaning)	28 days	\$ 75.00	\$ 77.25	\$ 79.57
24	Standard Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	28 days	\$ 200.00	\$ 206.00	\$ 212.18
25	Standard Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	28 days	\$ 275.00	\$ 283.25	\$ 291.75
26	Standard Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	28 days	\$ 350.00	\$ 360.50	\$ 371.32
27	Standard Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	28 days	\$ 425.00	\$ 437.75	\$ 450.88
28	Standard Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	28 days	\$ 500.00	\$ 515.00	\$ 530.45
29	Standard Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	28 days	\$ 600.00	\$ 618.00	\$ 636.54
30	Standard Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 30.00	\$ 30.90	\$ 31.83
31	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	One (1) Service Weekly	28 days	\$ 125.00	\$ 128.75	\$ 132.61
32	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	28 days	\$ 250.00	\$ 257.50	\$ 265.23
33	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	28 days	\$ 325.00	\$ 334.75	\$ 344.79
34	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	28 days	\$ 400.00	\$ 412.00	\$ 424.36
35	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	28 days	\$ 475.00	\$ 489.25	\$ 503.93
36	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	28 days	\$ 550.00	\$ 566.50	\$ 583.50
37	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	28 days	\$ 650.00	\$ 669.50	\$ 689.59
38	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 30.00	\$ 30.90	\$ 31.83
39	Standard Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 50.00	\$ 51.50	\$ 53.05
40	Standard Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 70.00	\$ 72.10	\$ 74.26

41	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 50.00	\$ 51.50	\$ 53.05
42	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 70.00	\$ 72.10	\$ 74.26
43	DIA Comfort Station	See Exhibit "A" (estimated 5 services per year)	Per Service	\$ 200.00	\$ 206.00	\$ 212.18
44	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 125.00	\$ 128.75	\$ 132.61
45	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 125.00	\$ 128.75	\$ 132.61
GROUP 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE NOT INCLUDING DENVER INTERNATIONAL AIRPORT:						
46	Portable Toilet	One Week Service	Weekly	\$ 125.00	\$ 128.75	\$ 132.61
47	Portable Toilet	One Day Service	Daily	\$ 125.00	\$ 128.75	\$ 132.61
48	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 150.00	\$ 154.50	\$ 159.14
49	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 150.00	\$ 154.50	\$ 159.14
50	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 125.00	\$ 128.75	\$ 132.61
51	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 125.00	\$ 128.75	\$ 132.61
52	Trash Box	Delivery of Trash Boxes	As Needed	\$ 10.00	\$ 10.30	\$ 10.61
GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS						
53	Portable Toilet	One Week Service	Weekly	\$ 90.00	\$ 92.70	\$ 95.48
54	Portable Toilet	One Day Service	Daily	\$ 90.00	\$ 92.70	\$ 95.48
55	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 150.00	\$ 154.50	\$ 159.14
56	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 150.00	\$ 154.50	\$ 159.14
57	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 125.00	\$ 128.75	\$ 132.61
58	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 125.00	\$ 128.75	\$ 132.61
59	Trash Box	Delivery of Trash Boxes	As Needed	\$ 10.00	\$ 10.30	\$ 10.61
				Total Year 1	Total Year 2	Total Year 3
				\$ 15,155.00	\$ 15,609.65	\$ 16,078.00
				Total Bid		
				\$ 46,842.65		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2023

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

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

PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 Tacoma, WA 98402-4321	CONTACT NAME: Casondra Mossuto PHONE (A/C, No, Ext): 800 499-0933 E-MAIL ADDRESS: casondra.mossuto@propelinsurance.com	FAX (A/C, No): 866 577-1326
	INSURER(S) AFFORDING COVERAGE	
INSURED Northwest Cascade Inc. dba Honey Bucket; North Bay Portables; Liberty Site Service & Altitude Waste Solutions PO Box 73399, Puyallup, WA 98373	INSURER A : National Union Fire Ins Co of Pittsburg	NAIC # 19445
	INSURER B : Navigators Insurance Company	42307
	INSURER C : Axis Surplus Insurance Company	26620
	INSURER D : Zurich American Insurance Company	16535
	INSURER E : Homesite Insurance Company	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL3296838	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA2507760	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			SE22EXCZ0346EIC CXP-000232-01	05/01/2022 05/01/2022	05/01/2023 05/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 2nd Layer \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC48240166 - AOS WC48240167 - CA WC048241069 - OR Stop Gap Included	05/01/2022 05/01/2022 05/01/2022	05/01/2023 05/01/2023 05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liab.			CP002899052021	10/01/2021	05/01/2023	\$1M Occ/Agg. \$25k Ded.
D	Leased & Rented			CPP013642706	05/01/2022	05/01/2023	\$450k / \$5k Ded.
D	Inst Floater			CPP013642706	05/01/2022	05/01/2023	\$100k /\$25K \$5k Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 11002_2023 On-Call Portable Toilet Rentals (All City including Denver International Airport
The City and County of Denver, its Elected nd Appointed Officials, Employees and Volunteers:
Additional Insured Status applies per attached form(s). GENRL-202367547-00

CERTIFICATE HOLDER City and County of Denver Dept. of General Services Contracts Office 201 W. Colfax Ave., Dept. 1110 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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