

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CLEAR SELECTIONS GROUP, INC. dba LIBERTY WASTE MANAGEMENT**, a Foreign Corporation, whose address is 2555 South Santa Fe Drive, Unit J, Denver, CO 80223 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, (“Director”) or, the Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

**b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.

**c.** 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.

**3. TERM:** The Agreement will commence on April 1, 2020 and will expire on March 31, 2023. (the “Term”). The term of the Agreement may be extended on the same terms and conditions, for an additional two (2) one (1) year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term.

**4. COMPENSATION AND PAYMENT:**

**a. Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the rates set forth in **Exhibit B, Rates**.

**b. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in **Exhibit B**.

**c. Invoicing:** 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.

**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED THOUSAND AND NO CENTS (\$3,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**e. 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.

**5. 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.

**6. TERMINATION:**

**a.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) 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 Director.

b. 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, kick backs, 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.

c. 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.

d. 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".

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

paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

**8. 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.

**9. INSURANCE:**

**a. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (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.

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

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

f. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement,

and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

**i. Additional Provisions:**

- (A) For Commercial General Liability, the policy must provide the following:
  - (i) That this Agreement is an Insured Contract under the policy;
  - (ii) Defense costs are outside the limits of liability;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (B) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (C) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**10. DEFENSE AND INDEMNIFICATION**

**a.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or

relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

**c.** Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City shall be in addition to any other legal remedies available to City and shall not be considered the City’s exclusive remedy.

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

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

**11. TAXES, CHARGES AND PENALTIES:** 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.

**12. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under

this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. CONFLICT OF INTEREST:**

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be 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.

**b.** 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.

**18. 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:

Director of General Services or Designee  
201 West Colfax Avenue, Dept. 1110  
Denver, Colorado 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.

**19. CONFIRMATION OF LAWFUL EMPLOYEMENT UNDER THE AGREEMENT:**

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

**b.** The Contractor certifies that:

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

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

**c.** The Contractor also agrees and represents that:

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

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

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

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

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

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

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

**20. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure

established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

**21. 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).

**22. NO DISCRIMINATION IN EMPLOYMENT** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH ALL LAWS:** 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, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**24. 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 has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the 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 the Contractor or the person signing the Agreement to enter into the Agreement.

**25. 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.

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

**27. 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 register such items in the name of the City and County of Denver unless the Director directs otherwise in writing. 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.

**28. 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.

**29. 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.

**30. CONFIDENTIAL INFORMATION:**

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

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

**32. 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, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. 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.

**33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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 contract personnel being barred from City facilities and from participating in City operations.

**34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** 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 FOR CONTRACTS ON AIRPORT PROPERTY]**

**35. 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. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

**36. AIRPORT SECURITY:**

A. 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.

B. 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.

C. 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.

D. 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.

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**APPENDIX NO. 1**  
**STANDARD FEDERAL ASSURANCES**

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX NO. 3**  
**NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES**

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

**It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.**

**[SIGNATURE PAGES TO FOLLOW]**

**Contract Control Number:** GENRL-202053133-00  
**Contractor Name:** LIBERTY WASTE MANAGEMENT

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:

\_\_\_\_\_

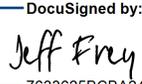
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

GENRL-202053133-00  
LIBERTY WASTE MANAGEMENT

DocuSigned by:  
By:  \_\_\_\_\_  
7633625BCBA2475...

Name: Jeff Frey  
(please print)

Title: General Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

### **A.1 SCOPE OF WORK**

The City and County of Denver (the City) desires provider(s) of rentable portable toilets to meet its entire demand. On-call work will be performed on an as needed basis with advanced notice which includes scope of work and specifications, a quote from the contractor, and an issued work order from the City.

The on-call work process is:

- To include a City approved scope of work with specifications
- A quote from the contractor
- Issued purchase order from the City

- Contractor must provide proof of being in business for 3 years.
- Contractor shall furnish all labor, materials, equipment, transportation, signage, or any and all other necessary implements to successfully perform any work order. 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.
- All labor, materials, equipment, 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. 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”.
- For scheduled projects, service shall not be performed without first receiving an executed purchase order for an authorized issuing agency. Non-emergency service performed without a work order will be considered unauthorized, and invoices may be rejected.
- 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.
- All requests for quotations for a service or project shall be performed at no charge to the City.

### **A.2 EMERGENCY SERVICES PROCEDURES:**

When called for emergency services, Contractor will first determine the supplies required and respond to the site cleaning, servicing and if necessary, replacing the unit within six (6) hours. The Contractor will only be paid for the services authorized by the City. The Contractor will provide a cost estimate to the using agency in accordance to the pricing sheet and will be included as an exhibit in the agreement. Services performed under this proposal will be limited to those services and goods specifically authorized by the City's agency, and no payment will be made by the City for services not authorized.

The Contractor will not be able to invoice the City for services until a purchase order (or work order) is received from the using agency. The using agency is required to create a work order as soon as practical after a service is ordered.

### **A.3 CONFIGURATION AND SERVICE LEVELS**

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

#### **GROUP 1: 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. This configuration and service level is as follows:

##### **1.a Citywide except DEN Configuration:**

- 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.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- Units must have a hand sanitizer dispenser.
- 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

##### **1.b Citywide except DEN Service Level:**

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- 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

- 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
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: **303-242-4431**

After Hours Telephone Number: **303-242-4431 Option 5, Jeff Frey Cell: 303-801-8464**

Contact Person: **Jeff Frey**

**(Attached is a complete list of contacts)**

- 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.
- Cleaning service shall consist of:
  - pumping and flushing out the waste tank,
  - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
  - adding deodorant blocks
  - replacing toilet paper to maintain adequate supply
  - removal of graffiti if necessary
  - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
  - Servicing two "Comfort Stations". This service is to include only the following items on a quarterly and/or at request basis:
  - Waste removal
  - Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in this Section
- 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
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- 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 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.
- 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.

- 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.
- 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.

## GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):

### 2.a DEN Only Configuration:

- 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.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Contractor shall provide toilet paper.
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet).
- Units must have a hand sanitizer dispenser.
- 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.b DEN Only Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within DEN and DEN owned real property
- 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
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: **303-242-4431**

After Hours Telephone Number: **303-242-4431 Option 5, Jeff Frey Cell: 303-801-8464**

Contact Person: **Jeff Frey**  
(Attached is a complete list of contacts)

- 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.
- Cleaning service shall consist of:
  - pumping and flushing out the waste tank,
  - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
  - adding deodorant blocks
  - replacing toilet paper to maintain adequate supply
  - removal of graffiti if necessary
  - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
  - Servicing two "Comfort Stations". This service is to include only the following items on a quarterly and/or at request basis:
    - Waste removal
    - Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in this section
- 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
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- 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 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.
- 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.
- 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.
- 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.
- Contractor employees must wear safety vests when servicing units on the Airfield
- 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.
- 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.

### **2.c DEN Only Additional Service Considerations:**

- 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.
- 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.
- Contractor personnel will be required to obtain a security badge.
- All service providers for DEN must be badged. 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.
- 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 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE 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.

### **3.a CITYWIDE SPECIAL EVENTS:**

- 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.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied

- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- Units must have a hand sanitizer dispenser.
- 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.

### **3.b Citywide except DEN Service Level:**

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- 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
- 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
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.
- 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.
- 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.
- Contractor shall not provide additional services or equipment (outside of the contracted equipment or services) without prior approval from General Services Purchasing.

### **3.c EMERGENCY CONTACT FOR SPECIAL EVENTS**

After Hours Telephone Number: **303-242-4431 Option 5, Jeff Frey Cell: 303-801-8464**

Contact Person: **Jeff Frey**

**(Attached is a complete list of contacts)**

### **GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS:**

#### **4.a DEN Configuration:**

- 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.

- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- Units must have a hand sanitizer dispenser
- 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.

#### 4.b DEN Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within DEN and DEN owned real property
- 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
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency.

Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: **303-242-4431**

After Hours Telephone Number: **303-242-4431 Option 5, Jeff Frey Cell: 303-801-8464**

Contact Person: **Jeff Frey**

**(Attached is a complete list of contacts)**

- 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.
- Cleaning service shall consist of:
  - pumping and flushing out the waste tank,
  - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
  - adding deodorant blocks
  - replacing toilet paper to maintain adequate supply
  - removal of graffiti if necessary
  - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
  - Servicing two "Comfort Stations". This service is to include only the following items on a quarterly and/or at request basis: Waste removal

- Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in Section B.1
- 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
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- 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 will be responsible for replacement 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.
- 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.
- 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.
- 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.
- 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.

## **5 GROUP 5: CONFIGURATION FOR DENVER PUBLIC WORKS MANNED RELIEF STATIONS:**

This service is for Denver Public Works to provide a manned Relief Station.

### **5.a PUBLIC WORKS CONFIGURATION:**

- The trailer mounted mobile restrooms (Relief Stations) must be provided to have three operational restroom units, one of which is fully compliant with the Americans with Disabilities Act Standards for Accessible Design, and one attendant room. The attendant

room shall be large enough to accommodate the attendant and a workspace to include a chair and a countertop.

- Units must have winterization packages for year-round operation. Units shall include heating, ventilation and air conditioning (HVAC) and a water heater.
- Units shall have operational interior and exterior lighting.
- At least one baby changing table/station per trailer mounted mobile restroom shall be provided.
- All units are to be the standard company color offered and have no advertising signage on them. The City may require the unit to be wrapped with a designated design. Contractor's name and identification information is required.
- Trailer units shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- Sharps containers (approved safe disposal boxes for used hypodermic needles) shall be mounted in each restroom.
- Unit shall have the ability to be wired for data collection technology to include, but not be limited to, door counters and exterior video surveillance.
- Units must have a hand sanitizer dispenser.
- 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.

#### **5.b PUBLIC WORKS SERVICE LEVEL:**

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency.
- Contractor shall provide support services to assure the restroom trailer system is fully operational at all times, including:
  - Filling the water tank as needed to allow the plumbing systems (faucets and toilets) to work continuously;
  - Emptying waste tanks as needed to assure continuous operation;
  - Providing "quiet" portable generators to supply necessary power for the electrical systems where none can be cost effectively provided through Xcel (water heater, heat and A/C, etc.);
  - Stocking soap for dispensers, paper products, etc., and;
  - Emptying sharps containers.
- The vicinity of the unit set up shall be kept clean and all trash or debris removed continuously.
- The Contractor shall assist in obtaining any supplies, materials and services required for the program (e.g., sharps containers for safe hypodermic needle disposal, signage, marketing materials, and other program related supplies) with reimbursement on a time and materials basis.
- Data Collection Sheets, defined by the City, shall be completed. Submittal of these Data Collection Sheets shall be upon request by the City at the frequency requested by the City,

or as directed by City Personnel. Failure to submit these reports within the requested timelines may delay payment.

- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.
- Contractor will provide weekly deep cleans of the unit.
- Unit shall be delivered to service location and set up as determined by City personnel. The unit must be clean, in working order, and in good repair at all times. All damage and graffiti must be removed prior to deployment.
- When requested, the Contractor shall remove the unit after the end of the service day and service, empty, restock and prepare the unit for the next service day at the Contractor's location. When requested, the Contractor shall close, secure and leave the unit in place for the next service day, and assure that the unit is serviced, emptied, restocked and prepared for the next service day.
- Service shall be provided within the City limits of the City and County of Denver.
- City must be billed monthly.

#### **5.c Required Personnel:**

- An attendant or attendants must be provided to manage the operations of these facilities. The attendant is required to be at the relief station at all times while the unit is operating, unless alternative staffing arrangements have been requested and approved by City Personnel.
- Attendant(s) shall:
  - Assure that the facility and the area in the immediate vicinity is maintained in a clean and safe manner;
  - Position and maintain City approved signage in the vicinity to direct customers to the facility;
  - Track restroom usage by utilizing a City approved log/count sheet;
  - Complete online surveys (available via smart phone or tablet) of customers using the facility on at least 10% of users and to log the survey quantity in a City approved log sheet.
- The City shall not be responsible for payment for any time that the Contractor fails to attend the unit unless alternative staffing arrangements have been made.
- The Contractor shall make attendants available at agreed upon hourly rates to attend City owned restroom facilities upon request by City Personnel.

#### **A.4 BACKGROUND CHECKS:**

**B.4.a** Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this 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:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts

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.

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.b** All individuals scheduled to perform work under a subsequently awarded contract must clear a criminal background check performed by the Denver Sheriff's Department's NCIC Unit. Designated facility corrections officers are notified about any visitors that have active warrants and the scheduled visit date. The cost of obtaining the background checks will be paid for by the City.

#### **A.5 FELONY DISQUALIFICATION:**

The contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the contractor receives prior written permission from the Director of Purchasing.

The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

Restricted Locations include but are not limited to:

- Denver International Airport (DEN)
- Denver Police Administration Building
- Denver County Jail
- Denver City Jail

#### **A.6 OSHA GUIDELINES:**

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

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

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

#### **A.7 CONTRACTOR'S PERFORMANCE:**

Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities designated. The Executive Director of General Services or his/her authorized representative 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 his/her 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. 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.

**A.8 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. Contractor agrees that any contract with the City shall include a requirement that contractor 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, contractor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

**A.9 COOPERATIVE PURCHASING:**

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

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

**A.10 F.O.B. POINT:**

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

**A.11 DELIVERY CONSIDERATIONS:**

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

**A.12 PALLET CHARGE:**

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

**A.13 CONTRACT PROCEDURES:**

Contractor will notify the Department of General Services Contract Administrator when and if total City expenditures have reached \$ (TBD) and when it reaches \$ (TBD). Failure to comply may result in termination of the contract and no future contracts with the City for this work.

Material costs and supportive services by subcontractors shall be marked up no more than the quoted markup. Copies of invoices for materials and subcontracts must be provided with billing to the City. The City reserves the right to provide materials and such materials shall not be subject to contractor’s material warranty.

**In the event friable asbestos or other hazardous material is encountered, contractor shall notify the City immediately and the City will be responsible for abatement.**

**A.14 INVOICING REQUIREMENTS:**

Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- City Requester or Project Manager
- Facility Code (list will be provided to the contractor)
- Itemized charges, including unit of measurement
- Total charge

Contractor shall also provide monthly statement billing (if required by the City).

On-call jobs must be invoiced within thirty (30) calendar days from completion of work.

Invoices will be submitted for payment upon completion of work and after inspection of work is completed by assigned City Requestor and/or Project Manager.

**A.15 SUSTAINABILITY POLICY AND GUIDANCE:**

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

In requesting proposals for the City when specifically required in the evaluation criteria, 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 EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

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

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

### **B.15.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:**

The City defines Environmentally Preferable products and services that minimize the 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 are encouraged to describe any EPP attributes of the goods or services they offer to the City. Contractor are encouraged to review the list of products and services below that meet the City's EPP requirements and highlight to the City where their firm excels in EPP compliance, and where they are working to improve.

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

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

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

- All products containing chlorinated or halogenated hydrocarbons i.e. chlorinated solvents (typically paint strippers, brake cleaners, degreasers, and some lubricants)
- Per- and polyfluoro alkyl substances, or PFAS
  - Excluding specific fire-fighting products approved by the Denver Department of Public Health & Environment (DDPHE)
- Products that will be a regulated hazardous waste (per State Hazardous Waste Regulations) upon disposal when there is a viable alternative
- Products containing Asbestos
- Products containing category 1 carcinogens, known mutagens and/or known teratogens
  - Products containing “Crystalline Silica,” a respirable powder, are allowed as it does not present a reasonable potential for a negative environmental impact, or generation of a toxic or hazardous waste. Crystalline Silica Respirable Dust is a recognized significant workplace health hazard as described here <https://www.osha.gov/dsg/topics/silicacrystalline/>.
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers and peroxide forming chemicals
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Public Health and Environment (DDPHE) to present an undue of risk to human health or the environment in their use or disposal.
  - Consult with DDPHE for review of these as appropriate

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

**B.15.b Table 1: Prohibited Chemicals and Compounds  
(excluding legitimate laboratory uses and alloys)**

	<b><u>Chemical Name</u></b>	<b><u>CAS Number</u></b>
1	Arsenic, Arsenic containing compounds	7440-38-2, various
2	Barium, compounds of	various
3	Cadmium, compounds of	various
4	Carbon tetrachloride	56-23-5
5	Chlorobenzene	108-90-7
6	Chloroform	67-66-3
7	Chromium, compounds of	various
8	1,2-Dichlorobenzene	95-50-1
9	1,4-Dichlorobenzene	106-46-7
10	1,2-Dichloroethane	107-06-2
11	1,1-Dichloroethylene	75-35-4
12	Hexachlorobenzene	118-74-11
13	Hexachlorobutadiene	87-68

14	Hexachloroethane	67-72-1
15	Hydrofluoric Acid	7664-39-3
16	Lead, compounds of	various
17	Mercury, elemental	7439-97-6
18	Mercury, compounds of	various
19	Methylene chloride	75-09-2
20	Nitrobenzene	98-95-3
21	Pentachlorophenol	87-86-5
22	Selenium, compounds of	various
23	Silver, compounds of	various
24	Tetrachloroethylene	127-18-4
25	1,1,1-Trichloroethane	71-55-6
26	1,1,2-Trichloroethane	79-00-5
27	Trichloroethylene	79-01-6
28	2,4,5-Trichlorophenol	95-95-4
29	2,4,6-Trichlorophenol	88-06-2
30	Vinyl chloride	75-01-4

Many of the chemical names in the above table have synonyms or other common names. These will share the same CAS number which should be the default screening mechanism to ensure prohibited chemicals are not purchased. DDPHE is available for consult and assistance with screening should the buying agency have questions during a purchase of chemicals.

#### **A.16 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 or 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.

**EXHIBIT B  
RATES**

Item	Description of Unit	Description of Rental	Rental Period	Cost
<b>GROUP 1: CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN)</b>				
1	Standard Portable Toilet	One (1) Service Weekly (Cleaning)	Monthly	\$ 62.00
1A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 7.00
2	Standard Portable Toilet	Two (2) Services Weekly	Monthly	\$ 92.00
2A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 13.00
3	Standard Portable Toilet	Three (3) Services Weekly	Monthly	\$ 149.00
3A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
4	Standard Portable Toilet	Four (4) Services Weekly	Monthly	\$ 195.00
4A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
5	Standard Portable Toilet	Five (5) Services Weekly	Monthly	\$ 255.00
5A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
6	Standard Portable Toilet	Six (6) Services Weekly	Monthly	\$ 359.00
6A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
7	Standard Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 448.00
7A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
8	Standard Portable Toilet	1 extra weekly service	Per Service	\$ 29.50
8A	Add Hand Sanitizer	Add Hand Sanitizer	Per Service	\$ 7.00
9	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	Monthly	\$ 98.00
9A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 7.00
10	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	Monthly	\$ 129.00
10A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 13.00
11	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	Monthly	\$ 216.00
11A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
12	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	Monthly	\$ 259.00
12A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
13	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	Monthly	\$ 315.00
13A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
14	ADA Compliant Handicap Portable Toilet	Six (6) Services Weekly	Monthly	\$ 415.00
14A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
15	ADA Compliant Handicap Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 495.00
15A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
16	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service	\$ 29.50
16A	Add Hand Sanitizer	Add Hand Sanitizer	Per Service	\$ 7.00
17	Standard Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
18	Standard Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
19	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
20	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
21	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 62.00
22	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 62.00
<b>GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):</b>				
23	Standard Portable Toilet with Hand Sanitizer	One (1) Service Weekly (Cleaning)	Monthly	\$ 75.00
24	Standard Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	Monthly	\$ 141.00
25	Standard Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	Monthly	\$ 182.00
26	Standard Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	Monthly	\$ 247.00
27	Standard Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	Monthly	\$ 282.00
28	Standard Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	Monthly	\$ 423.00
29	Standard Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	Monthly	\$ 494.00
30	Standard Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 29.50
31	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	One (1) Service Weekly	Monthly	\$ 116.00

GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN): (CONT'D)				
32	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	Monthly	\$ 160.00
33	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	Monthly	\$ 247.00
34	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	Monthly	\$ 301.00
35	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	Monthly	\$ 348.00
36	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	Monthly	\$ 466.00
37	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	Monthly	\$ 549.00
38	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 29.50
39	Standard Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
40	Standard Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
41	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
42	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 49.00
43	DIA Comfort Station	See Exhibit "A" (estimated 5 services per year)	Per Service	\$ 245.00
44	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 75.00
45	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 75.00
GROUP 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE NOT INCLUDING DENVER INTERNATIONAL AIRPORT:				
46	Portable Toilet	One Week Service	Weekly	\$ 63.00
47	Portable Toilet	One Day Service	Daily	\$ 63.00
48	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 98.00
49	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 98.00
50	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 63.00
51	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 63.00
52	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50
GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS				
53	Portable Toilet	One Week Service	Weekly	\$ 73.00
54	Portable Toilet	One Day Service	Daily	\$ 73.00
55	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 98.00
56	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 98.00
57	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 65.00
58	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 65.00
59	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50
GROUP 5: CONFIGURATION FOR DENVER PUBLIC WORKS MANNED RELIEF STATIONS:				
Item Number	Description of Rental/Service	Frequency	Cost	
60	Unit Rental	Monthly	\$ 2,550.00	
61	Daily Attendants	Hourly	\$ 17.85	
62	Pumping Out Waste/Filling Water Tank	Per Service	\$ 159.00	
63	Deep Cleans of Unit	Per Service	\$ 95.00	
64	Transporation of Unit	Per Hour	\$ 95.00	
65	Misc Maintenance	Per Hour	\$ 49.00	

