



DENVER
THE MILE HIGH CITY

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

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Buyer: Shannon E. Sprague, CPPB
Phone: 303-342-2184

REQUEST FOR PROPOSAL

Request for Proposal No. JANI SVC DIA 0077A

JANITORIAL AND SNOW REMOVAL SERVICES FOR THE DENVER INTERNATIONAL AIRPORT- REVISED

SCHEDULE OF EVENTS

• RFP Issued	March 14, 2012		
• Mandatory Pre-Proposal Conference- <i><u>Location: DIA City Conference Room- Main Terminal</u></i>	March 22, 2012	1:30PM	Local Time
• Deadline to Submit Additional Questions	March 27, 2012	5:00 P.M.	Local Time
• Response to Written Questions	March 30, 2012		
• Proposal Due Date	April 6, 2012	4:00 P.M.	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

Signature: _____
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: _____

Phone: _____

***This Request for Proposal Cancels and Supersedes RFP JANI_SVC_DIA_0077A Dated February 3, 2012.
THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE
PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.***

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **JANITORIAL AND SNOW REMOVAL SERVICES FOR THE DENVER INTERNATIONAL AIRPORT.**

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original and five (5) copies of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in the Schedule of Events. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

The City requests that whenever possible proposals be duplex printed on paper containing 30% post –consumer content in observance with the Greenprint Denver action plan.

A.3 MANDATORY PRE-PROPOSAL CONFERENCE/SITE INSPECTION:

A **MANDATORY** pre-proposal conference will be conducted per the date and time listed in the SCHEDULE OF EVENTS as noted on the front page. **The Location of the MANDATORY Pre-Proposal Conference shall be the Denver International Airport, Main Terminal City Conference Room (This is located on the West Side of the Main Terminal, 6th Floor).** Vendors MUST BE in attendance at this conference to have their proposals considered responsive.

The proposal terms and conditions will be reviewed and discussed at this time. This will be the only site visit conducted for this bid. **Please allow for a full day (5:00p.m. end time) as this MANDATORY Pre-Proposal Conference shall include a Site Inspection.**

Due to the time constraints and limited DIA transportation resources please only have one (1) to a maximum of two (2) representatives for the Site Inspection portion of the pre-proposal conference. All representatives must participate and sign in for the presentation prior to the departure for the site inspection locations. An agenda of the site inspection locations will be provided to all participants.

Please the following documentation is a requirement for those individual(s) who will be participating in the Site Inspection portion of the pre-proposal conference and shall be submitted for DIA security clearance by **Monday, March 19, 2012-4:00 PM MST via email to Shannon.Sprague@denvergov.org.**

- Email containing the following information:
 - Legal First and Last Name as appears on Driver's License;
 - Date of Birth;
 - Driver's License/Passport No.;
 - State/Country of Issued ID i.e. Driver's License and/or Passport No.

All emails shall include Company Name, Contact Information, and Email Subject Line shall read: **0077A DIA Janitorial Site Inspection Security Clearance Information.**

Please state in the email if your firm has a representative with a current DIA badge that will be participating in the site inspection.

A.4 RFP QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Buyer: Shannon E. Sprague, CPPB
E-Mail: Shannon.sprague@denvergov.org
Phone: 303-342-2184

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.5 ESTIMATED QUANTITIES:

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period designated, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting Contractual Agreement is to supply the City with its complete actual requirement of the materials specified in this proposal for the designated period.

A.6 PROPOSAL AND PERFORMANCE BONDS AND SURETIES:

All vendors are required to furnish a proposal surety in the amount of One Hundred Thousand Dollars (\$100,000.00) with their proposal. The surety shall be in the form of bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Proposals received without the proposal surety will be considered as non-responsive and rejected.

The successful vendor will be required to furnish a performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount of One Million Dollars (\$1,000,000.00).

If a performance bond is furnished by the successful vendor, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed.

A.7 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.8 ALTERNATE RESPONSES:

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

A.9 ACCEPTANCE PERIOD:

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date.

A.10 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:

Section B of this RFP contains our proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.11 PRICING:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this RFP. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in Section H: Attachment "C" RFP Pricing. Do not include cost or price figures anywhere except in the cost and pricing section.

A.12 REQUIRED SUBMITTALS WITH PROPOSAL:

This proposal must be signed by a duly authorized official of the proposing company.

The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope.***

This proposal shall require the following format for submittal and shall be clearly marked accordingly:

Tab A: Cover Letter/ Intent To Propose

Tab B: Acknowledgement of Understanding: Section F: Attachment “A” -Scope of Work

Tab C: References

Tab D: Bid Bond/Letter of Credit

Tab E: Resumes

Tab F: Financial Statements

***Tab G: Exceptions to Sample Contract Terms and Conditions: Section G: Attachment “D”-
DIA Janitorial and Snow Removal Services Sample Contract.***

Tab H: Response to Section G: Attachment “B”- Mandatory RFP Questions

***Tab I: Section F: Attachment “A” Scope of Work –F.20 Green Cleaning Standard Operating
Procedures (GSOP) Sample***

Green Cleaning Standard Operating Procedures

Tab J: Section F: Attachment “A” Scope of Work – F.40jj Tools and Equipment Capability

Tab K: Section F: Attachment “A” Scope of Work – F.26 Staffing Plan

Tab L: Section F: Attachment “A” Scope of Work – F.35 Reporting Samples

***A Separate Envelope Clearly Marked: 0077A DIA Janitorial Services-REVISED Pricing
shall be submitted for each copy (total of six (6)) as required in Section H: Attachment “C”-
Pricing.***

Vendor is also required to provide on their letterhead the following as part of their Proposal:

Cover Letter/ Summary- Tab A:

Provide a cover letter, not exceeding five (5) pages in length that summarizing key points of Vendor’s Proposal and qualifications. *It should include a listing that includes the full name of the firm or joint venture members and any proposed subcontractors.*

A detailed explanation of how Vendor meets or exceeds the *Section F.2: Attachment “A” Scope of Work- Minimum Qualification Requirements* shall be clearly identified.

Acknowledgment of Understanding of the Scope of Work- Tab B:

Acknowledgment of Vendor’s understanding of the Scope of Work: and additional narrative describing a summation of the Scope of Work; the complexity, challenges and problems involved in planning and performing the work in an airport setting. Vendor’s approaches and philosophy for dealing with customer service, problems, experience dealing with key issues and any additional issues or matters relating to the Scope of Work that the Proposer thinks should be addressed.

Vendor’s References-Tab C:

Vendor shall provide all references for the past five (5) years for janitorial services. References should be given in descending order from largest to smallest, emphasizing previous or current contracts that meet the City minimum vendor requirements. Vendor shall furnish the names, addresses, current telephone numbers, and the City minimum requirement(s) that meet qualifications by providing revenue, term, value, size, traffic, and/or staff detail as to each reference. *Section F.2: Attachment “A” Scope of Work- Minimum Qualification Requirements*

Vendor's Resumes-Tab E:

Vendor shall also provide resumes for all key management and Supervisory positions that will be providing such oversight of work performance and staffing. *Contract Manger resumes shall be provided in this tab per Section F.14: Attachment "A" Scope of Work- Contractor's Manager.*

Vendor's Financial Statements-Tab F:

Vendor shall also provide audited financial statements for the last three (3) years. If the financial statement is more than six months old, it must be accompanied by a current management certified financial statement.

Equipment List and Chemicals; Green Cleaning Standard Operating Procedure (GCSOP) - Tab I:

Describe Proposer's experience, if any, with sustainable or green cleaning practices and how they conform to industry standards including the US Green Building Council's LEED® standards, or standards promoted by Green Seal®. Per RFP specifications provide Green Cleaning Standard Operating Procedures to be used by Proposer and provide detailed, itemized list, including make and model, of all supplies and equipment proposed to be furnished for this Proposal. Proposer must provide technical specification sheets on any equipment models (include manufacturer) proposed. Per Proposal provide detailed, itemized list of the cleaning chemicals proposed, including all MSDS sheets for same. Provide a table listing the name and address of all supply companies from whom Proposer will purchase these chemical cleaning products, and all other "sub-contractors" from whom Proposer intends to purchase material(s) and/or services pertinent to provision of janitorial services at DIA.

A.13 RFP CONDITIONS AND PROVISIONS:

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

A.14 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.15 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.16 AWARDS AND EVALUATION:

Award(s) will be made to the Vendor(s) who are regularly established in the business of Airport and/or Large Commercial Janitorial and Snow Removal Services, and who have demonstrated the ability to perform the required service in an acceptable manner.

Specific factors that will be considered by the City include:

- 1) Technical capability of the Vendor to accomplish the scope of work required in the Invitation for Proposal. This includes performance history on past and current government or industrial contracts.
- 2) Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Invitation for Proposal.

Award will be made on an "all or none" basis. Prices must be shown for each item listed in Section H: Attachment "C" RFP Pricing. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

The criteria to be used for the proposal evaluation include:

- (a) Price: Section H: Attachment "C" RFP Pricing.
- (b) Understanding of the Scope of Work, Specifications and Special Conditions
- (c) References and Qualifications
- (e) Response to Mandatory RFP Vendor Questions- Section G: Attachment "B"- Mandatory RFP Questions
 - Training and Safety Plan
 - Transition Plan and Vendor's capability
 - Quality Control Plan and commitment to customer service
- (f) Equipment List- As Noted in Section F: Attachment "A" Scope of Work-F.20
- (g) Response to Staffing Plan As Noted in Section F: Attachment "A" Scope of Work-F.26
- (h) Environmental (Green Cleaning Standard Operating Procedures)
- (i) Exceptions to City terms and conditions: completeness of proposal- Section I: Attachment "D"- DIA Janitorial and Snow Removal Services Sample Contract

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations and the opportunity to ask questions of Vendors may also be necessary and deemed part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors. The City may require additional information from any Respondents as part of the evaluation process and shall request such information in writing. On-site visits to Respondent references may also occur, if necessary. **The City shall be the sole judge in determining how the evaluation process is conducted and to**

which vendor the contract is offered and shall be accomplished according to the City's best interest.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.17 BRAND AND/OR TRADE NAMES:

Each vendor shall agree to furnish the proposed services, equipment or materials that are called for on the face of this proposal in strict accordance with the conditions, requirements and specifications of this invitation to propose. In the event the City includes trade names as a part of the work description of any item, any participating vendor may submit quotations on other trade-named products, providing they are equivalent, unless the wording "no substitute" is indicated. When the description includes the wording "no substitute" in addition to the trade name, quotations of price will be accepted only on the trade-named product indicated. All disputes concerning grades and quality of merchandise or work shall be determined by the Director of Purchasing or his/her authorized representative.

Brand Names: Where a manufacturer's brand name of merchandise is given in this proposal, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

A.18 PRODUCT/PERFORMANCE LITERATURE:

The undersigned vendor shall agree to furnish, upon the written request of the City's Buyer, any additional information needed to substantiate or clarify the design and/or performance characteristics of the materials he proposes to furnish.

A.19 AIRPORT SECURITY:

It is a material requirement of this Contractual Agreement that the Vendor 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 Vendor 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 Vendor or any of its employees, subcontractors, and 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.

The Vendor shall promptly upon notice of award of this Contractual Agreement, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor 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 Vendor 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.

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 Contractual Agreement, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor 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 for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant 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 Vendor under this Contractual Agreement.

Approximate Badging Fees are: fingerprinting \$40/ badge fee \$10. Airport Security shall confirm fingerprinting and badging fees with the Awarded Vendor prior to the employee badging process.

A.20 GREENPRINT DENVER POLICY AND GUIDANCE:

The City & County of Denver, through its Greenprint Denver action plan, 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

Vendors, 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)

Greenprint Denver 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 Greenprint Denver.

A.20.a ENVIRONMENTALLY PREFERABLE PURCHASING (EPP) GUIDANCE AND PROHIBITIONS:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect 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. Vendors are encouraged to describe any EPP attributes of the goods or services they offer to the City.

Products and services with the following attributes meet basic EPP and Greenprint Denver standards, and are favored for procurement:

- Green Seal approved products and services
- Energy Star certified equipment
- Specific Conformance to Green Seal GS-11 and GS-37 standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168, or BAAQMD Regulation 8, Rule 51
- Conformance with Carpet and Rug Institute Green Label/Green Label Plus Programs
- Product listing with the Western Regional Pollution Prevention Network
- Product listed with the Center for the New American Dream
- Disposable janitorial products conformance with USEPA Comprehensive Procurement Guidelines
- Products supplied in concentrate
- Products dispensed through automatic metering and mixing equipment
- Products with high recycled material and post-consumer waste content
- Products with minimal petrochemical content
- Highly durable / long-lasting products and applicators
- Products shipped in bulk
- Neutral pH products
- Non-flammable products
- Fragrance and dyes free products
- Proven rapid bio-, photo-, or chemical degradation
- Non-aerosol products
- Locally reusable / locally recyclable packaging
- Other characteristics that can be shown to:
 - Minimize waste
 - Minimize consumption of energy and resources
 - Minimize release of toxic compounds

- Minimize exposure of workers and the public to pollutants

Products and services with the following attributes do not meet EPP or Greenprint Denver standards, and are discouraged from procurement under this proposal:

- Combination cleaner-disinfectants
- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):
 - alkylphenol ethoxylates
 - 1,4-dioxane (CAS 123-91-1)
 - Nitrilotriacetic acid (CAS 139-13-9)
 - Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)
 - 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
 - ethanolamine (CAS 141-43-5)
- Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight
- Products with a Flashpoint of less than 140°F
- Products with a pH of less than 2.0 or greater or than 12.5 at their least dilute working strength
- Products containing more than 20% VOCs by weight
- Products having RCRA Hazardous waste characteristics in their least dilute working strength
- Practices resulting in the air-borne dispersal of dusts and soils
- Practices which rely on volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.
- Practices which prevent the capture and collection of wastewater and water-borne pollutants.
- Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation or sensitization on contact, or rapidly destroy skin tissue or the mucous membranes.
- Products supplied without clearly readable labels that describe product hazards, precautions, and instructions on use and disposal.
- Products for the safe use of which workers must don specialized respiratory protection or general splash protection equipment.

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

- Products containing persistent bio-accumulative toxics
- Products containing Asbestos
- Products containing known carcinogens, mutagens and teratogens
- USDOT Inhalation Hazard rated materials
- Halogenated compounds with an Ozone Depletion Potential greater than 0.01
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers
- Products containing the chemical elements or compounds listed in Table 1

- Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.

Upon request, the vendor must submit documentation proving that all procured products and services meet the prohibitions listed above.

A.20.b TABLE 1: PROHIBITED CHEMICALS AND COMPOUNDS

	<u>Chemical Name</u>	CAS Number	Comments
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
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	not including alloys
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	

A.21 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part of this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

A.22 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

The remainder of this page left intentionally blank.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 PROPOSER QUESTIONS AND REQUIREMENTS:

Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.**

All proposer questions are provided in Section G: Attachment “B”- Mandatory RFP Questions. as noted.

B.2 LABORATORY TESTING:

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If found to meet specifications, the City shall pay all costs.

The remainder of this page left blank intentionally.

SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the vendor to supply at no additional charge to the City.

C.3 ACCEPTANCE AND BILLING:

See Section F- Attachment “A” – Scope of Work

C.4 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

C.5 PROPOSAL ITEMS:

See Section H- Attachment “C” – RFP Pricing

You may also access the Attachment “C” document by going to www.denvergov.org/purchasing click on the Icon Bid Attachments and find the corresponding attachment for this proposal or go to www.RockyMountainBidSystem.com.

Enter your pricing and product information in the columns provided and save it on your media.
DO NOT ALTER THE CITY’S DOCUMENTS IN ANY WAY.

SECTION D: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in this Section D and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

The City/DIA Sample Contract shall be provide herein as Section I: Attachment “D”- *DIA Janitorial and Snow Removal Services Sample Contract.*

The remainder of this page left blank intentionally.

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor is currently furnishing or has, in the past, completed service for:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

E.2 DISCLOSURE OF PRINCIPALS:

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 5% or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. 15-32, or contribution in-kind, as defined in D.R.M.C. 15-32, to any candidate, as defined in D.R.M.C. 15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page 23 for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such vendor to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk **by so stating and signing the Disclosure Form**. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

VENDOR/CONTRACTOR/VENDOR/VENDOR DISCLOSURE

<hr/> Bidding Entity's/Vendor's Name	<hr/> Telephone Number	<hr/> Form Completion Date
<hr/> Address	<hr/> Printed Name of Officer/Owner	
<hr/> City, State, Zip Code	<hr/> Signature of Officer/Owner	

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

1. [] [] [] _____	9. [] [] [] _____
2. [] [] [] _____	10. [] [] [] _____
3. [] [] [] _____	11. [] [] [] _____
4. [] [] [] _____	12. [] [] [] _____
5. [] [] [] _____	13. [] [] [] _____
6. [] [] [] _____	14. [] [] [] _____
7. [] [] [] _____	15. [] [] [] _____
8. [] [] [] _____	16. [] [] [] _____

**BIDDER/CONTRACTOR/VENDOR/VENDOR CERTIFIED STATEMENT
IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

Printed Name of Officer/Owner of Bidding/Proposing entity

Signature of Officer/Owner of Bidding/Proposing entity

E.3 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you provided an authorized signature on the front page of the proposal? _____
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? _____
3. Have you included all information as required as stated format provided in Section A. via Tabs A-L? _____
4. Have you supplied an original RFP along with the correct number of RFP copies as noted in Section A? _____
5. Have you supplied pricing in a separate envelope as noted in Section A? _____
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? _____
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. _____
8. Have you enclosed relevant technical literature or samples (where applicable)? _____

E.4 GREENPRINT DENVER VENDOR SUSTAINABILITY:

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Greenprint Denver Policy and Guidance. The following are areas that may be addressed.

Explain how your products and/or service supports the City's goal of environmentally preferable purchasing.

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

E.5 CONTRACTORS UNDER § 8-17.5-101(3.7) C.R.S.

Professional Services/Consultant Format:

**1. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK
UNDER THE AGREEMENT:**

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

b. The Consultant certifies that:

- (1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Consultant 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 Consultant 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 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 that otherwise requires the Consultant 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 Consultant will also then 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 Consultant is liable for any violations as provided in the Certification Ordinance. If Consultant 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 Consultant 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 Consultant from submitting bids or proposals for future contracts with the City.

E.6 VENDOR INFORMATION:

Vendor											
Tell us where the vendor will provide?	<input type="checkbox"/> Rent <input type="checkbox"/> Medical Service 06 <input checked="" type="checkbox"/> Non-Employee Compensation 07 <input type="checkbox"/> Attorney 14										
Business Name	Tax ID # (TIN or SSN)										
Business Address	Telephone Number										
City, State Zip	Fax Number										
Order Address (If different from above)	Email (not Required)										
City, State, Zip	<table border="1"><thead><tr><th colspan="2">Vendor Entity Type (check one)</th></tr></thead><tbody><tr><td><input type="checkbox"/> Individual</td><td><input type="checkbox"/> LLP/LLC</td></tr><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Sole Proprietor</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Government</td></tr><tr><td><input type="checkbox"/> Exempt/Non-Profit</td><td><input type="checkbox"/> Employee</td></tr></tbody></table>	Vendor Entity Type (check one)		<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee
Vendor Entity Type (check one)											
<input type="checkbox"/> Individual	<input type="checkbox"/> LLP/LLC										
<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor										
<input type="checkbox"/> Corporation	<input type="checkbox"/> Government										
<input type="checkbox"/> Exempt/Non-Profit	<input type="checkbox"/> Employee										
Remittance Name											
Remittance Address											
City, State, Zip											

SECTION F: ATTACHMENT A: SCOPE OF WORK

Scope of Work

F.1 DEFINITIONS:

Contract Compliance Group: The Manager of Aviation's designated employees that have authority and responsible for maintaining the compliance of the Janitorial and Snow Removal Services Contract. The management actions that must be taken to assure full compliance with all of the terms and conditions contained within the Contract document, including price. Action steps that assure that the Contractor is in full compliance with the entire contract. Contract administration activities include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

Contract Administrator: The authorized representative(s) for day-to-day administration of the services under this Agreement. The contract administrator shall be employee(s) of the Airport Maintenance Division.

Contract Compliance Technician (CCT): The contract administrator may appoint representatives as CCT(s) to monitor and inspect the performance of the work. The CCTs shall be employees of the Airport Maintenance Division.

Contractor Project Manager: The Contractor's designated individual within the firm to administer the DIA Janitorial and Snow Removal Services Contract.

Contractor Assistant Project Manager: The Contractor's designated individual to assist the Contractor's Project Manager with the administration of the DIA Janitorial and Snow Removal Services Contract.

Shift Foreman: The Contractor's designated individual within the firm to supervisor duties performed during the shifts as specified the DIA Janitorial and Snow Removal Services Contract.

Snow Event Alert Levels:

Event Level	Parameters
Cautionary	Up to 1"
Snow Alert A	>1" to 3"
Snow Alert B	>3" to 10"
Snow Emergency	>10" and/or winds 25kts or >

F.2 MINIMUM QUALIFICATION REQUIREMENTS:

All Respondents must have, at a minimum, the following qualifications:

- Contractor shall have a minimum of ten (10) years experience in the janitorial industry.
- Contractor shall have at least five (5) consecutive years experience within the last ten (10) years, providing verifiable high quality janitorial services of the scope and type required under this RFP at a major facility, preferably airports of the type and size of Denver International Airport, operating twenty four (24) hours per day, three hundred and sixty five (365) days per year.

F.3 DAMAGE TO CITY PROPERTY:

The Contractor shall submit a written report of any damages to the building, furniture, fixtures or equipment caused by its employee within (24) hours of the incident. Contractor shall be held liable for any damage caused by the negligence of their employees. Cost of repair or replacement may be deducted from amount owed by the City to the contractor.

F.4 DENVER INTERNATIONAL AIRPORT: OVERVIEW AND MISSION:

Denver International Airport is a most unique complex with ambiance of soaring vision, peaceful openness and striking architectural lines. It is the gateway to Denver and the Rocky Mountains. Therefore, the successful Contractor will share the City's commitment to protecting the environment, health and safety of the public and employees while ensuring cleaning operations for this high profile public center that continually meet the service, quality and detail expectations demanded by millions of discerning travelers.

The Contractor agrees, upon final execution of a formal agreement with the City, to diligently and professionally perform all work; supply all labor, equipment, supplies, and materials; and do everything necessary to provide Denver International Airport the highest quality custodial services.

F.5 EXCLUSIVE PERFORMANCE:

Neither the Contractor nor any of his/her employees shall perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the Deputy Manager of Airport Maintenance. When such other work is approved, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work.

F.6 AUTHORITY OF THE CONTRACT ADMINISTRATOR:

The administration of this Contract is vested in the Manager of Aviation who shall appoint a designee or group of City employees to serve as the contract administrator .

The contract administrator shall have free access to the materials and work at all times for measuring and inspection the work and the Contractor shall afford the contract administrator all of the necessary facilities and assistance to do so.

The contract administrator shall decide any and all questions which may arise as to the quality, safety and acceptability of supplies, tools, parts and equipment furnished and quality of work performed, and as to the manner of performance and timely progress and completion of the work.

The contract administrator shall decide any and all operational questions that may arise as to the interpretation of the Proposal relating to the work and fulfillment of the Contract on the part of the Contractor.

The contract administrator shall not act as a foreman, perform other duties for the Contractor, nor interfere with the management of the work of the Contractor. Any advice (both verbal and non-verbal) given the Contractor shall in no way be construed as binding to the City, or releasing the Contractor from fulfilling all the requirements of the Contract. The contract administrator shall work with the Contractor's Project Manager, Assistant Project Manager and Shift Foreman when making requests of the Contractor. The contract administrator shall not make requests directly to Employees or Supervisors of the Contractor. Any and all advice shall be confirmed by both parties in writing.

F.7 AUTHORITY OF THE CONTRACT COMPLIANCE TECHNICIANS:

The contract administrator may appoint representatives as Contract Compliance Technician(s) (CCT) to monitor and inspect the performance of the work. The CCT shall be employees of the Airport Maintenance Division.

The contract administrator and CCTs are not authorized to revoke, alter or waive any requirements of the Contract. The CCTs are authorized to call the attention of the Contractor or Contractor's authorized representative(s) as well as Shift/Area Supervisor(s) to any non-performance of the work or Contract non-compliance.

The CCT shall have the authority to suspend the work until any questions at issue can be referred to and decided by the contract administrator. CCTs will conduct daily inspections of all work performed and shall have the authority to approve or disapprove such work and require that it be completed satisfactorily.

The CCT shall in no case act as a foreman or perform other duties for the Contractor nor interfere with the management of the work by the latter. Any advice given the Contractor shall in no way be construed as binding to the City, or releasing the Contractor from fulfilling all the requirements of the Contract. Any and all additional instructions received by the Contractor verbally shall be confirmed in writing by both parties.

F.8 ACCESS TO PREMISES:

The Contractor shall not permit any individual to have keys for access to locked rooms designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the City's interest, and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations and instructions.

Access routes, entrance gates or doors, parking and storage areas, etc., and any imposed time limitations shall be designated by the contract administrator. The Contractor shall conduct his/her operations in strict observation of the access routes and other areas established as described above.

Under no circumstances shall any of the Contractor's personnel, vehicles or equipment enter or move upon any area not authorized by the contract administrator for access by the Contractor.

F.9 ACCIDENT REPORTS:

The Contractor shall promptly notify the contract administrator of any accidents involving bodily injury to workers, building occupants, passengers, equipment, or other persons. Notification shall be made in writing on forms developed the Contractor for this purpose.

F.10 BLOODBORNE PATHOGEN SAFETY PROGRAM:

The Contractor shall be responsible for developing and implementing a Bloodborne Pathogens Safety & Training Program for workers involved with trash removal, restroom cleaning, dispenser servicing, and cleaning of blood and other body fluid spills. This program will cover all employees potentially exposed to blood and other bodily fluids, with the goal of preventing the transmission of pathogens such as HIV and Hepatitis B. At a minimum, the following items must be included in the Bloodborne Pathogens Safety Program:

- Universal Precautions – According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other blood borne pathogens.
- Medical Evaluations – Employees will be provided with medical evaluations and procedures, including the Hepatitis B (HBV) vaccination series and post-exposure evaluation and follow-up.
- Personal protective equipment (PPE) – When there is occupational exposure, the employees shall be provided by the Contractor with appropriate personal protective equipment such as gloves, gowns, face shields, masks, and eye protection. PPE must not permit blood or other potentially infectious materials to reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes.
- General exposure control methods (all exposure incidents will be reported to the supervisor immediately).
- Clean up procedures, waste storage and disposal, care of PPE, laundry, and housekeeping practices.

NOTE: Copies of the Bloodborne Pathogens Safety Program will be provided to employees upon request.

Training

- New employees will be trained in the Bloodborne Pathogens Safety Program before assignment. All current employees will receive annual refresher training in the following:

- Explain the symptoms of blood borne diseases.
- Explain the modes of transmission of blood borne pathogens.
- Explain the contents of the Bloodborne Pathogens Safety Program.
- Describe the methods of controlling transmission of HBV and HIV.
- Explain how to recognize occupational exposure.
- Explain the use and limitations of work practices, and PPE.
- Inform workers about the free Hepatitis B vaccination.
- Explain the emergency procedures for the reporting of exposure incidents.
- Inform workers of the post-exposure evaluation and follow-up available from healthcare professionals.
- Describe how to select, use, remove, handle, decontaminate, and dispose of PPE.
- Explain the basis of PPE selection.
- Explain the use of labels, signs, and color-coding.
- Proper response to large spills of blood or bodily fluids.

NOTE: Copies of medical and training records will be maintained for three years.
Specific Procedures

- All workers cleaning restroom areas shall be required to wear rubber gloves at all times.
- At a minimum, all workers involved in cleaning blood or other body fluid spills will wear gloves and eye protection.
- Surfaces contaminated with blood or other body fluids shall be cleaned and rinsed with a solution of EPA approved, hospital-grade, and phonemic-based disinfectant cleaner.
- Personnel with open sores or cuts will not be involved in cleanup activities.
- Soiled cleaning solutions and body fluids may be disposed of by dumping into a sanitary sewer.

F.11 BUSINESS OFFICE:

The City will provide, at no expense to the Contractor, office space, storage space and utilities as reasonably necessary for the performance of the Contractor's duties at the Denver International Airport facility. These offices will include, at a minimum the following facilities:

- Business offices suitable for the management of the Contract.
- Break rooms for Contractor employees.
- Storage rooms as needed by the Contractor/snow equipment storage included.
- Laundry room and laundry hookups for the Contractor.
- Equipment repair facility.

F.12 CHEMICAL PURCHASE:

The Contractor shall furnish all chemicals necessary to perform the work in accordance with the Contract Documents.

This Contract requires the use of certain products that might be considered “special” in nature. Contractors should take special note of such product recommendations and/or requirements as outlined herein and especially as it pertains to Stone Floor Care.

F.13 CLEANING VENDING AREAS:

The Contractor will not be required to do any cleaning in food service areas, including food court areas in the Main Terminal, or on Concourses A, B and C. However, the Contractor will provide cleaning services in vending areas.

Necessary policing and cleaning of vending machine areas, where it is not done by machine operators, will be accomplished periodically during each workday.

F.14 CONTRACTOR’S MANAGERS:

The Contractor shall provide a full-time, on-site Project Manager, trained, qualified, and acceptable to the Airport’s contract administrator, exclusively for this Contract. The Project Manager shall have full authority to act for the Contractor and at all times to carry out the provisions of this Contract. If the Project Manager is absent, the Contractor shall, at all times, provide, on-site, an equally qualified and competent alternate that has been given full authority to carry out the duties of the positions as required.

The Project Manager, or his/her alternate, shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manager, or his/her alternate or designee, shall use work assignment sheets, summary sheets of inspection and reporting detailed in this Special Conditions, plus tool and equipment checklist for each assignment to record discrepancies. The Project Manager, or his/her alternate or designee, shall provide a copy of these, or an equivalent reporting tool, to the contract administrator, or his/her representative, each day.

The Contractor agrees that it shall obtain the approval of the Airport’s Contract Manager of the Contractor’s proposed Project Manager. The Contractor shall submit a resume of the proposed Project Manager, along with other information reasonably requested by the City, in order to obtain such approval. The resume of the proposed Project Manager and Project Manager’s Alternate(s) must be included with this Proposal. In addition to the resume of the Project Manager the Contractor shall submit signed affidavits from the proposed Project Manager and each equally qualified and competent alternate, that will be charged with full authority when the Project Manager is absent (such as the Assistant Project Manager and Operations Manager), stating that he/she is already an employee of the Contractor, and will be reassigned to Denver International Airport, or if not an employee, that he/she has entered into an agreement with the Contractor to provide services at Denver International Airport.

The Contractor’s Project Manager and each equally qualified and competent alternate, that is a full-time, on-site individual, will be charged with full authority when the Project Manager is

absent (such as the Assistant Project Manager and Operations Manager(s)), shall meet at least the following minimum qualifications:

Eight (8) years management experience in the janitorial industry.

Three (3) years experience managing a contract in a 24 hour per day, 365 day per year operation. Said experience shall be in a comparable position, managing no less than one hundred (100) employees.

The Operations Managers shall make sufficient daily inspections to ensure the work is performed as specified. Managers will be expected to vary working hours from time to time in order to observe, become familiar with and adequately supervise all shifts of the 24 hour, 7 day per week, 365 days operation. All Manager(s) shall be responsible for administering this Contract, and/or specific aspect(s) associated with this Contract, daily, during various shifts.

The Contractor shall also provide full-time, on-site Manager(s) that are trained, qualified, and acceptable to the Contractor Administrator, exclusively for this Contract, responsible for administering the repair and maintenance of vehicles, equipment, dispensers, tools, etc., function associated with this Contract; oversee the environmental program; manage the disciplinary and security programs; coordinate and administer the training of employees on all shifts; assure quality control; plus, see to the Contractor's on-site financial and record keeping procedures. Manager(s) must have the authority to take immediate remedial or corrective action when the Airport's cleanliness standards are not met. Any such Manager(s) shall meet at least the following minimum qualifications:

Three (3) years management experience in the janitorial industry.

Three (3) years professional experience in the charged area of oversight.

Two (2) years experience in a 24 hour per day, 365 day per year operation. Said experience shall be in a comparable position, managing no less than one hundred (100) employees.

Manager(s) charged with training, safety and/or quality control shall also meet, these area specific minimum qualifications:

Quality Control

Five (5) years professional experience in quality control, at a facility of not less than 750,000 square feet.

Training and Safety

Three (3) years of environmental services experience in providing health and safety services in a workplace of no less than one hundred (100) employees. Preferred experience shall include current professional certification by a nationally recognized environmental services organization such as the BSCAI, I.E.H.A., or equivalent.

Certified American Red Cross CPR/ First Aid Instructor.

Two (2) years experience in a monolingual work force setting (predominantly Spanish); must be capable of providing training and safety information to a multilingual staff. The resume of any Manager shall be provided to the contract administrator.

F.15 COMPENSATION FOR WORK AND REIMBURSABLE ITEMS; STATEMENTS AND INVOICES:

The Contractor shall prepare and submit to the contract administrator monthly statements and invoices, acceptable to the contract administrator, for completed and itemized work under this Contract. The Contractor shall also provide documentation, acceptable under this Contract to the contract administrator, to verify that all work has been completed satisfactorily. Contractor shall provide separate documentation for the non-routine work. Those invoices not acceptable, under the terms of this Contract, to the contract administrator shall be returned to the Contractor for correction and subsequent re-submittal for payment. Janitorial and Snow Removal invoicing shall be submitted as separate invoices on a monthly basis.

For complete performance of this Contract in strict accordance with the Contract Documents, the City shall pay the Contractor after approval of invoice an amount every month for the work performed and having the intended result per Contracted specifications, and found to be in compliance per inspection confirmation as needed by contract administrator or her/his representative(s).

Payment will be made to the Contractor for work after approval of each monthly invoice, based upon satisfactory completion of each month's work. The price for the work shall not exceed the maximum amount per Contract for this work, unless changes in the services provided are made and approved by the City.

Payment to the Contractor for reimbursable items of materials and supplies used in conjunction with work will be in an amount equal to the sum of prices to the Contractor of said materials and supplies and included in the billing charged by the Supplier and paid by the Contractor. No payment will be paid by the City, and Contractor shall not bill for any articles, which have not been delivered, received by the Contractor, and put to its intended use. No additional payment will be made to the Contractor for those items of materials or supplies the City elects to provide to the Contractor for such work.

Invoices shall be payable within thirty (30) days of receipt by the City of an invoice in compliance with the terms of this Contract.

F.16 CRITICAL AND/OR NEEDED REPAIRS:

The Contractor's Supervisor(s) shall promptly notify, via handheld radio, the CCT of needed repairs and/or damage to fixtures, buildings, and appurtenances. Any items of a critical, priority, or emergency nature will be reported to the contract administrator, or her/his representatives, immediately upon discovery. The initial communication shall be provided to the CCT via phone or radio. The CCT shall provide direct communication to the Maintenance Control Division.

F.17 DISPENSERS:

All dispensers (soap dispensers, toilet paper and towel dispensers, tampon machines, etc) within the areas serviced shall be supplied and installed by the City, and stocked by the Contractor,

unless otherwise specified in writing by the contract administrator; except that Contractor will provide and pay for all sanitary napkins and tampons. In any case, all restock items for mechanical dispensers will be selected and/or approved for use by the contract administrator or her/his representative(s).

Contractor will collect and retain any dispenser revenue beyond the cost of said equipment to the City; vending prices must be approved by the City. Such revenue will be accounted for at all times by the Contractor.

Contractor shall not be required to replace or repair any defective or damaged dispensers or any parts thereof, except that contractor will maintain those dispensers that Contractor collects revenues from. Contractor shall, however, at all times be required to have Contractor employees report any defective or damaged dispensers or any parts thereof by end of each shift.

F.18 DRESSING ROOM, LOCKERS AND BREAK AREAS:

The Contractor shall require employees to change their clothes in areas designated by the City, and maintain these areas in a neat and clean condition. If the employees eat their lunch in the Airport facility, they must do so in a cafeteria, food court, snack bar or designated lunchroom.

The Contractor shall provide lockers for the use of custodial employees, supervisors and managers, to store personal items during their work shift.

F.19 ENTRANCES AND DOORWAYS:

All assignments that include entrances shall include thresholds and door frames a distance of ten (10) foot into the adjacent area.

F.20 ENVIRONMENTAL / EQUIPMENT REQUIREMENTS:

Rationale

The City is committed to sustainability as a core business value to improve efficiencies in resource use, reduce environmental impacts, and invoke broad cultural changes that protect public health and the environment. Per Greenprint Denver, the City will lead by example in internal practices wherever possible. City agencies are thus directed to procure cost-competitive products that contain recycled content and support better indoor air quality, and increase eco-efficient annual commodities and service bids. In doing so, the City seeks to improve the efficiency with which we use janitorial services and reduce the impact of those services on the environment and human health. Below are guidelines and requirements that vendors must follow in their response to this RFP.

The Contractor, in conducting any activity on Denver property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for Denver's Environmental Management System (EMS), as summarized in Denver Rules and Regulations Part 180 Environmental Management. Denver's Environmental Guidelines and Environmental Policy are available at www.flydenver.com/environmental. Denver's Environmental Requirements address, but are not

limited to, requirements regarding the storage, use, disposal of hazardous materials, petroleum products, solid waste, any other substance, water and air quality regulations. Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of Denver must be aware of the Denver Environmental Policy and the significant environmental aspects and impacts relevant to their work at the Airport.

Environmental Stewardship – Denver is interested in ‘greening’ the products used in all aspects of Denver’s activities. Some of the motivations and potential benefits include:

Reduced operating costs associated with transportation, storage, handling, application, and disposal of hazardous materials.

Increase worker safety in handling and application of hazardous chemicals

Improved indoor air quality

Enhanced public image

Packaging Requirements

Products should be available; provided in reusable, refillable, or recyclable containers to minimize waste generation and disposal.

Product container should be comprised of the highest post consumer recycled content possible that is cost-effective.

Availability in concentrated form (product should contain less than 20% water by weight).

Product should be available; provided in bulk form with dispensing equipment included.

Recycling Support –Denver is implementing a very successful voluntary recycling and composting program. The successful Contractor will be required to support fully the program by ensuring that segregated materials are placed in the correct containers for recycling and composting. All janitorial support staff that is responsible for waste disposal activities must be made aware of the Denver Recycling and Composting Program as the success of the program depends greatly on the support of the successful Contractor. In addition, the Contractor will be requested to supply information to the contract administrator on areas of the recycling and composting program that could be improved (e.g., areas where recycling or composting is not being conducted, obvious signs of contamination in containers).

Waste Management/Disposal –The Contractor will be responsible for the costs associated with the disposal of all wastes generated at DIA because of its environmental noncompliance activities. The Contractor shall obtain appropriate disposal containers from Waste Management, Inc. and will be solely responsible for the coordination of all disposal activities. Denver has implemented a voluntary recycling program for certain materials. The Contractor can use Denver’s recycling program to recycle appropriate materials in order to promote waste minimization and to reduce costs. In the event contamination of the recycling waste stream is identified because of the Contractor’s activities, the authorization to use Denver’s recycling program will be terminated.

No materials/effluent will be allowed to enter Denver’s storm water sewer system. Only those products suitable for discharge via the sanitary sewer system will be considered allowable discharges. All sanitary sewer discharges shall comply with the Denver Revised Municipal Code Section 56-102 chapter 7.02 Rules and Regulations.

The disposal of any wastes on Denver property is prohibited. All waste must be disposed off-site at an appropriately permitted facility. *It shall be the Vendor's responsibility to determine any associated and/or potential cost of for Waste Disposal Compliance.*

MSDS – The Contractor shall provide to the contract administrator for approval prior to use, copies of Material Safety Data Sheets (MSDSs) for all chemicals to be used in its activities. This obligation is continuing for the term of this Agreement. MSDSs are the minimum level of required documentation. Additional information on the product formulation may be required to assess risk associated with the chemicals. This or any additional, requested information must be made available to the contract administrator upon request.

If new product formulations are to be used at DENVER by the Contractor, a new MSDS must be furnished to and approved by the contract administrator prior to bringing the material onsite.

EPCRA Compliance - The Contractor shall comply with the applicable sections of the Emergency Planning and Community Right-to-Know Act (EPCRA). These include:

Section 302 – extremely hazardous substances in quantities greater than the threshold planning quantities must be reported to the Colorado Emergency Response Commission (CERC).

Section 304 – notification of reportable releases must be made to the CERC, Denver's Local Emergency Planning Commission (LEPC), and Denver DFD.

Section 311 – the Contractor shall submit copies of all MSDS or a list of its hazardous chemicals to the CERC, LEPC, and Denver DFD.

Section 312 – the Contractor must submit an emergency and hazardous chemical inventory form to the CERC, LEPC, and Denver DFD for the same chemicals covered under Section 311.

The Contractor must complete the Denver DFD's Hazardous Materials Inventory System (HMIS) forms for chemicals stored at the location.

Green Cleaning Standard Operating Procedure

In accordance with standards promoted by the United States Environmental Protection Agency EPP program, the Green Seal program, and the those standards and practices specified by the U.S. Green Building Council LEED EB program, the successful bidder must create and follow a set of guidelines or a "Green Cleaning Standard Operating Procedure" (GCSOP) that governs the overall provision of janitorial services. The GCSOP or green cleaning guidelines developed by the Contractor must address cleaning tasks, the selection and stocking of chemical products, safe chemical use and handling, waste disposal, equipment operation and maintenance, communications protocols, worker safety, training and awareness, public and customer safety, inspections, reporting and recordkeeping. The format and content of these guidelines or GCSOP should loosely follow the proposed Green Seal Environmental Standard for Cleaning Services (draft of 4/7/06, at www.greenseal.org/certification/prosed_env_stds_for_cleaning_svcs.pdf). A complete response to this RFP must contain a draft or outline of the guidelines or GCSOP the Proposer proposes to follow.

Building Specific Green Cleaning Plan

Once the Contract is awarded, the Contractor must create and follow a building-specific Green Cleaning plan for each municipal facility that details the actions and schedules to be followed by

the Contractor and his staff in performance of duties at each site. This plan should loosely follow the format proposed in the Green Seal Environmental Standard for Cleaning Services (4/7/06 draft), and must incorporate and build upon the more general procedures and guidelines provided in the umbrella GCSOP.

Worker training, procedures for routine/ urgent communications, chemical handling and equipment operations safety, and waste management must be addresses in each Building Specific Green Cleaning Plan.

Green Cleaning Aspects

Waste: Green cleaning should minimize the generation of waste materials, the consumption of resources and the emissions of pollutants in the manufacture, use and disposal of cleaning products and in the performance of cleaning tasks. Product packaging should be minimal and consist of reusable or recyclable primary containers. Products should be supplied in bulk quantities and in concentrate form to minimize the need for packaging. Application materials and equipment should be durable and designed for long-term repeated use. Equipment should be maintained and repaired for safety and longevity. The proper means of disposal should be determined for each waste stream based upon the characteristics and chemical nature of the wastes. Disposal of wastes to the landfill is discouraged and should be reserved only for sanitary municipal wastes (collected dirt, dusts and soils, ash, soiled consumer wastes, food scraps and bioorganic wastes).

Recycling/Composting Requirements—DIA has an established recycling/composting program. The successful Contractor will be required to support fully the program by ensuring that recycled and compostable materials are placed in the correct containers for recycling/composting. The successful contractor will be responsible for collection of the recycling materials throughout the public areas and the city offices. In addition, the successful contractor will be responsible for the collection of compostable organic material in the City employee break rooms, AOB restrooms, terminal concessions, and terminal restrooms. All janitorial support staff responsible for waste disposal activities must be made aware of the DIA recycling/composting program as the success of the program is dependent on the support of the successful contractor. In addition, the contractor will be requested to supply information to the Contract Administrator on areas of the recycling/composting program that could be improved (e.g. areas where recycling is not being conducted, obvious signs of contaminations in containers).

Toxicity: Green cleaning should make use of products and processes that rely on targeted chemical effectiveness and the synergistic application of energy. Products used and their wastes should readily degrade in the environment on exposure to air, sunlight, or normal microbial activity. Aqueous wastes suitable for discharge should degrade readily in primary sanitary wastewater treatment conditions.

Products containing fragrances, dyes, and added ingredients not required for the primary function of the product should be avoided. The susceptibility of workers and individual members of the public should be considered when selecting cleaning products and processes. Products and processes that liberate abundant fumes, vapors or gases that cause respiratory irritation, or are absorbed through inhalation should be avoided or severely limited by schedule or application.

Products whose ingredients are readily absorbed through skin, cause dermal irritation, sensitization on contact, rapidly destroy skin tissue, or the mucous membranes should not be used. Products with known negative and irreversible health impacts, such as carcinogens and bio-accumulative chemicals, should not be used.

Product and equipment labels should be easy to find and read (recommend additional color coding), describe product hazards and precautions, and contain clear instructions on use and disposal for anyone using said product and/or equipment labels.

Exposure: Green cleaning processes should be designed to minimize occupational exposure and the need for worker specialized personal protective equipment. Favorable cleaning processes should not generate air-borne dusts or the volatilization of soils and cleaning products. Cleaning agents should be non-volatile, or the concentration of volatile ingredients should be low to minimize the generation of indoor air pollution and inhalation risks.

Green cleaning processes must allow for the containment and collection of mobilized soils and cleaning products and wastes. Processes whereby soils and the products used to clean them become water-borne or air-borne and then diluted and released into the larger indoor or outdoor environment are specifically prohibited.

Waste Management

The Contractor remains the owner of all the chemical products it specifies, procures, uses, and stores at the work site. Upon completion of service or termination for any reason, the Contractor must remove and take possession of all remaining stock including partial packages.

Management and disposal of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes) that are generated through its cleaning actions, and associated costs, are the sole responsibility of the vendor. Solid wastes that exhibit no hazardous characteristics or no contamination by regulated substances may be disposed of responsibly in available on-site City trash receptacles or dumpsters. Recyclable materials should be collected in appropriate bulk recycling containers. No waste materials or effluent may be discharged outdoors or to the City's storm water sewer system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges shall comply with the Denver Revised Municipal Code Section 56-102 chapter 7.02, and the rules and regulations of the Metro Wastewater Reclamation District.

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

As part of the City's sustainable development action plan, Greenprint Denver, City agencies are directed to implement fully all appropriate LEED-EB principals into City operations and maintenance. Green cleaning and maintenance is a critical component to this goal because of its economic, environmental, and public health impacts. This Janitorial Services Contract will help the City realize the goals of Greenprint Denver.

Standards and Specifications

Products and services with the following key characteristics meet the basic standards of the US EPA's Environmentally Preferable Purchasing program and are favored for use under this Request for Proposal:

Green Seal approved products and services

Energy Star certified equipment

Specific Conformance to the Green Seal GS-37 standard for Industrial and Institutional Cleaners

Product conforms with California Code of Regulations for maximum allowable VOC content

Disposable janitorial products conform with EPA's Comprehensive Procurement Guidelines

Product listed with the Western Regional Pollution Prevention Network

Product listed with the Center for the New American Dream/ Products supplied in concentrate

Products dispensed through automatic metering and mixing equipment

Products with high recycled material and post-consumer waste content

Rated cleaning/ removal efficacy when used at room temperature

Products with minimal petrochemical content

Highly durable/ long-lasting products and applicators

Products shipped in bulk containers

Near-neutral pH products/ non-flammable products

No fragrance and dyes added

Proven rapid bio-, photo-, or chemical degradation in the environment or wastewater treatment system.

Low (<10%) Volatile Organic Compounds (VOC) content

Non-aerosol products/ supplier take-back of unused product

Locally reusable / locally recyclable packaging

Other characteristics that can be shown to:

minimize waste

minimize consumption of energy and resources

minimize release of toxic compounds

minimize exposure of workers and the public to environmental pollutants

Products and services with the following characteristics are discouraged from procurement under this bid due to the negative impact their continued broad use may have on worker and public health:

- Combination cleaner-disinfectants
- Products which liberate ammonia (CAS 7664-41-7)
- Products containing 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
- Products containing ethanolamine (CAS 141-43-5)
- Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight
- Products with a Flashpoint of less than 140°F
- Products which at their least dilute working strength have a pH of less than 2.0 or greater than 12.5
- Products containing more than 20% VOCs by weight

- Products meeting the definition of a RCRA Hazardous in their least dilute working strength

The Contractor shall use only those brands and types of chemicals that meet the specifications described above and that are approved by DIA. The Proposal shall include a complete list of all proposed products along with supporting chemical constituent information, MSDSs, and certifications.

A conscious effort shall be made by the Contractor to recruit and utilize SBE and make purchases from local suppliers whenever possible and cost effective.

OSHA FORM 20

The Contractor shall maintain on site a copy of OSHA Form 20, Material Safety Data Sheet, or equivalent, and a label for all chemicals used in the performance of the work and shall timely update and provide the contract administrator with a copy. Initial copy of OSHA Form 20 is to be provided to the contract administrator thirty (30) days prior to starting work under this Contract.

CONTAINERS

All chemical containers shall retain the original label that must define the instructions for use of the chemicals and any pertinent warnings and safety instructions. All chemicals used must have manufacturer's quality control batch numbers included on cases or containers.

Chemical solutions may be issued to janitorial workers in clearly labeled secondary containers. These containers should be labeled with the container contents such as - "Germicide Detergent". The contract administrator may require additional secondary container label clarification criteria during the term of this Contract.

PROHIBITED CHEMICALS

The following products and services are prohibited from procurement under this RFP due to significant negative impacts to human health and the environment:

- Products containing persistent bio-accumulative toxic compounds
- Products containing Asbestos
- Products containing known carcinogens, mutagens and teratogens
- Products containing the following substances, except in trace amounts (< 0.1%):
 - alkylphenol ethoxylates
 - Paradichlorobenzene (CAS 106-46-7)
 - 1,4-dioxane (CAS 123-91-1)
 - Nitrilotriacetic acid (CAS 139-13-9)
 - Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)
 - Halogenated compounds with an Ozone Depletion Potential greater than 0.01

- Products with a Flashpoint of less than 100°F
- Products which have a high risk of causing spontaneous combustion
- Products which are strong chemical oxidizers
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.

The Contractor must submit upon request documentation proving that all procured products and services meet the prohibitions listed above.

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Table 1: Prohibited Chemicals and Compounds			
	Chemical Name	CAS Number	Comments
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
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	not including alloys
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	

Waste Management/Disposal –The Contractor will be responsible for the costs associated with the disposal of all wastes generated at DIA because of its environmental noncompliance activities. The Contractor will be solely responsible for the coordination of all disposal activities. Denver has implemented a voluntary recycling program for certain materials. The Contractor can use Denver’s recycling program to recycle appropriate materials in order to promote waste minimization and to reduce costs. In the event contamination of the recycling waste stream is identified because of the Contractor’s activities, the authorization to use Denver’s recycling program will be terminated.

The Contractor should expect to provide appropriate collection containers for transport of waste/recycle materials. The number, size, location, replacement, etc., of said transport containers are left up to the Contractor, so long as there is timely and appropriate disposal of waste/recycle material.

Waste and recycle compactors/gables currently provided and serviced by the City at DIA:

SIZE (YDS)	TYPE	LOCATION
27	COMPACTOR	A34
30	GABLE	A66
27	COMPACTOR	A41
27	COMPACTOR	A46
34	COMPACTOR	AOB
30	GABLE	B15
30	GABLE	B16
27	COMPACTOR	B24
27	COMPACTOR	B30
27	COMPACTOR	B36
27	COMPACTOR	B39
27	COMPACTOR	B44
27	COMPACTOR	B52
27	COMPACTOR	C30
27	COMPACTOR	C38
27	COMPACTOR	C41
27	COMPACTOR	C46
30	ROLL-OFF	BURN
30	ROLL-OFF	BURN
27	COMPACTOR	CARGO
30	ROLL OFF	FM

SIZE (YDS)	TYPE	LOCATION
8FL/ 8 yd	1	DIA
8FL/ 8 yd	2	DIA
6FL/ 6 yd	4	DIA Transportation
4FL/ 4 yd	1	DIA ARFF Training
8FL/ 8 yd	1	DIA Train Station
6FL/ 6 yd	1	DIA Firehouse #2
8FL/ 8 yd	1	DIA Gate #4
8FL/ 8 yd	1	DIA Firehouse #3
8FL/ 8 yd	1	DIA Firehouse #4
6FL/ 6 yd	1	DIA Toll Booth
8FL/ 8 yd	1	DIA Firehouse #1
4FL/ 4 yd	1	City and County of Denver
4FL/ 4 yd	1	DIA
2FL/ 2 yd	1	DIA First Watch
8FL/ 8 yd	1	DIA
8FL/ 8 yd	1	DIA
8FL/ 8 yd	1	DIA

EQUIPMENT:

The Contractor shall furnish all equipment, accessories and tools necessary to perform the work properly as defined in this Contract. Except where otherwise stipulated (for instance, as per special conditions ‘Supplies Furnished by the City’), the Contractor shall provide, maintain, repair, and/or replace all necessary custodial tools and equipment including, but not limited to, brooms, brushes, mops, pails, washing machines, vacuum cleaners, rotary buffers, dust cloths, dust wands, scrubbers, etc. See the specification tools and equipment list as noted in **Section F.40jj: TOOLS AND EQUIPMENT CAPABILITY.**

All equipment required for the performance of work under the Contract shall be new (new is defined as being one year or less from the manufacturer date, beginning the date of fully executed contract from the City) and designed to perform the kind of work prescribed in the specifications at the time services begin at DIA, whether leased or purchased.

As a bare minimum, the Contractor shall furnish the types and quantities defined in the tools and equipment list. These tools and equipment are to be used exclusively for the performance of work defined in the Contract.

Areas over 8’ and under 20’ will require a high cleaning platform. DIA has 4 scissors-lifts that are available both to the Contractor and to other users. Note: Scissors-lifts are NOT government provided equipment exclusively dedicated to the Contractor. The Contractor shall submit with the Proposal, and before beginning the work to the contract administrator, a list of each type of equipment and tool to be used, showing for all the required capability items the manufacturer's specifications and photocopies of each type of equipment and tool. The Contractor shall use no equipment or tool in the performance of the work before obtaining the written approval of the contract administrator.

The Contractor, if desirous of changing from the initial selection, shall first ascertain that the alternate equipment or tool complies with the equipment and tool description or specification. The Contractor shall then submit a written "request to change" to the contract administrator defining the alternate along with the manufacturer's specifications and a photocopy of the alternate.

If the alternate complies with the equipment and tool specification defined in the Contract Documents and performs as well as the initial selection as demonstrated by actual performance testing, if requested by the contract administrator, and causes no operational interference with Denver International Airport or damage to facilities, and is in the best interest of Denver International Airport, then the alternate shall be approved for use.

If requested by the contract administrator, the Contractor shall make available for performance evaluation by the contract administrator specific brands and models of equipment or tools proposed for use by the Contractor. Any such equipment or tools provided shall be returned to the Contractor after the evaluation has been completed.

Any costs associated with evaluating an alternate or changing to an alternate not included on the initial list submitted by the Contractor shall be borne by the Contractor if such testing or changing was a result of the Contractor's request to change.

The Contractor shall maintain on file at the site of the work, one (1) complete set of operating and maintenance instructions for all types, brands and models of powered equipment used in the performance of the work.

All equipment and tools required for a specific assignment area must be permanently identified with the assignment area number.

All equipment shall have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings and/or building surfaces.

All electrical equipment used by the Contractor or the Contractor's employees shall meet all applicable safety requirements. This shall include either the use of ground fault interrupters or a wiring inspection program to assure the integrity of ground pins, grounding continuity, strain relief and insulation quality of plugs and cords. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of the Contractor to prevent the operation or the attempted operation of electrical equipment, or combinations of equipment that requires power exceeding the capacity of existing building circuits.

The Contractor shall insure prior to the beginning of each work shift that each janitorial closet, each janitorial cart, and/or each employee of the Contractor is provided with the appropriate equipment, tools, chemicals and supplies.

The Contractor is required to maintain on-site separate equipment in the quantities specified for the performance of all other work such as snow removal. The Contractor is required to have available such equipment as specified to perform work as required, or otherwise approved, by the contract administrator. Equipment approved for use in the performance of such work is also listed on the tools and equipment list.

An inventory will be conducted thirty (30) days after the start of the Contract and maybe conducted annually until Contract termination to verify that Contractor has the sufficient tools and equipment to perform all services.

F.21 HOLIDAYS:

The Contractor shall be aware that the Airport operates 24 hours per day, 365 days a year. The Contractor shall staff all areas during holidays at no additional cost to the City.

F.22 INSPECTIONS; QUALITY CONTROL:

The Contractor shall establish, provide, and maintain an effective Quality Control Program acceptable to the Airport contract administrator. The Contractor shall detail their Quality Control Program in the Proposal.

The City recommends computerized recordkeeping for the Quality Control Program, DIA technology system compatible, for the purpose of generating inspection reports.

Contractor's inspections shall be performed daily throughout the Airport to ensure continuing compliance with the Contract requirements and inspection reports shall be turned in to the contract administrator, or his/her representative, on a daily basis in an electronic format. Daily inspections must contain the following information:

- Date and time, detailed location of the inspection, including terminal and concourse location, as well as room numbers where applicable.
- A detailed inspection of the area, that checks for compliance of all Contract requirements.
- Name of the person conducting the inspection.

If during the course of the inspection a maintenance issue is found, it shall be the responsibility of the Contractor's personnel to notify immediately the Contract Maintenance Department. Such personnel shall have the capability of email, phone and radio.

The inspection program must be capable of recognizing any discrepancies, or areas that do not meet with Contract requirements. A daily discrepancy report shall be generated that outlines all areas needing additional attention and work orders will be initiated for the Contractor for the completion of all areas needing additional work that was noted in inspections from the previous day.

The Contractor shall correct any areas where discrepancies are found, and shall take immediate corrective action to resolve the problem area and prevent future discrepancy. Once the discrepancy has been corrected, the Contractor personnel shall re-inspect the area for compliance as soon as possible, but no later than within twenty-four (24) hours of discrepancy identification.

The Contractor personnel must also monitor the status of all recycling receptacles in the terminal and concourses on a daily basis (7 days per week) to ensure that the areas are meeting good housekeeping standards. Trash and cardboard rooms are to be free from debris, trash and obstacles and all materials must be in the appropriate containers. Contractor shall notify Contract Maintenance of their observations. Contractor will assist DIA Contract Maintenance in identifying responsible parties (company name, personnel name, phone number, description, etc.) for non-compliance with the proper handling and disposal of wastes at DIA.

Contractor shall notify Contract Maintenance of any observed issues with recycling and trash receptacles. Contract Maintenance is to be notified if this receptacle equipment is not operating properly or observed to be leaking.

All functions of the Quality Control Program shall be available to the contract administrator, or her/his representative.

F.23 JANITORIAL AND SUPPORT PERSONNEL:

The Contractor shall provide trained, qualified personnel to assure comprehensive and timely implementation of the Contractor's quality control, environmental, supply, equipment maintenance, snow removal, shift/area janitorial supervision, and all other aspects of the Contract, to perform the work in accordance with the Contract Documents.

The personnel assigned to a specific area shall be used exclusively in that area and will not perform other or additional duties specified herein during that shift, unless approved by the contract administrator. All personnel shall be on a full time, on site bases unless otherwise approved in writing by the contract administrator

The contract administrator may request the Contractor to reassign any employee away from Denver International Airport.

It is understood and agreed by the City and the Contractor that the Contractor is retained as and independent Contractor and in no event shall any employee hired by the Contractor be or be considered an employee of the City.

F.24 KEYS:

At the beginning of the Contract, the Contractor will be given all keys necessary for the performance of work. The Contractor shall exercise all reasonable efforts to insure the safety of these keys; and, under no circumstances should any of them ever be taken off the site.

The Contractor shall be responsible for the replacement of any keys lost, associated lock re-keying, and any locks damaged by the Contractor's employees.

F.25 LUNCH AND BREAKS:

Contractor shall submit your proposed lunch and break schedule, the City/DIA reserves the right to approve , modify, and/or reject. Stagger employee lunch and break times to ensure that service areas are always adequately staffed.

F.26 STAFFING PLAN:

PROVIDE YOUR STAFFING PLAN - INSERT YOUR INFORMATION DIRECTLY INTO THE TABLES BELOW. THE MINIMUM STAFFING NUMBER SHALL NOT BE LESS THAN FOUR HUNDRED (400) FULL TIME EMPLOYEES FOR SEVEN (7) DAY COVERAGE. THAT SHALL INCLUDE A 1.4% MULTIPLIER. IT ALSO INCLUDES ALL CUSTODIAL PERSONNEL AND ADMINISTRATIVE AND OPERATIONS PERSONNEL. The pricing format included in the request for proposal reflects said Staffing (pricing differences of alternative minimum staffing should be addressed if applicable as per Request for Proposal requirements).

THE CITY/DIA RESERVES THE RIGHT TO APPROVE OR DISAPPROVE THE CONTRACTORS STAFFING PLAN.

ONCE THE STAFFING PLAN HAS BEEN MUTUALLY AGREED UPON, A PERIODIC AND TEMPORARY VARIANCE of 2% UNDER THE DAILY MINIMUM TOTAL STAFFING REQUIREMENT MAY BE ALLOWED. .

IF IMPOSED FOR FAILURE TO PROVIDE MINIMUM STAFFING AS COMMITTED IN STAFFING PLAN A 1% DEDUCTION OFF OF THE CONTRACTED MONTHLY INVOICE TOTAL MAY RESULT.

EXAMPLE:

BASED UPON A MONTHLY BILL OF \$1,500,000.00 PER MONTH WITH A PENALTY OF 1% THE INVOICE DEDUCTION WOULD BE \$15,000.00 FOR THAT MONTH.

In addition to the daily staffing for work, the Contractor shall employ additional administrative personnel that shall be on a full time, on site bases unless otherwise approved in writing by the contract administrator, as delineated herein, acceptable to the Airport's contract administrator for the purposes of administering this Contract.

CUSTODIAL PERSONNEL MAIN TERMINAL:	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Level 6 East Ticket (including all public areas/entrances)					
Level 6 East Ticket Men's Restrooms (3)					
Level 6 East Ticket Women's Restrooms (3)					

CUSTODIAL PERSONNEL MAIN TERMINAL:	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Level 6 West (including all public areas/entrances)					
Level 6 West Ticket Men's Restrooms (2)					
Level 6 West Ticket Women's Restrooms (2)					
Level 6 East Sidewalks					
Level 6 West Sidewalks					
Level 6 N.,E. and W. Walkway/Mezzanine areas above Great Hall					
Level 6 West- Conference Room, Pressroom, Ground Trans. Office, Denver Commerce Hub, Workforce office and other city offices (2)					
Level 6 East- Environmental Offices, Police Offices, Chapel, & other City Offices (3)					
Level 6 East & Westside – Common Area Hallways/floors behind Food court areas					
A-Security Checkpoint Area					
Level 5 East Baggage (includes all public areas/entrances)					
Level 5 West Baggage (includes all public areas/entrances)					
Level 5 Great Hall (includes center atrium, N. and S. Security, corridors around perimeter of above N. and S. Security areas					
Great Hall Men's Restrooms (2)					
Great Hall Women's Restrooms (2)					

CUSTODIAL PERSONNEL MAIN TERMINAL:	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Level 5 East Men's Restroom (2) One on N. End and One on S. End					
Level 5 West Men's Restroom (2) One on N. End and One on S. End					
Level 5 East Women's Restrooms (2) One on N. End and One on S. End					
Level 5 West Women's Restroom (2) One on N. End and One on S. End					
Train Levels (East and West) includes arrival platforms and center departure platform					
Customs (Includes, offices, Restrooms, Elevators, Escalators, Stairs)					
Level 5 East Sidewalks and Islands					
Level 5 West Sidewalks and Islands					
Level 4 East Entrances, Elevator Lobbies, Escalator Landings					
Level 4 West Entrances, Elevator Lobbies, Escalator Landings					
Level 4 East Sidewalks					
Level 4 West Sidewalks					
Level 3 East Entrances and Elevator Lobbies					
Level 3 West Entrances and Elevator Lobbies					
Level 3 East & West Restrooms (8) and Locker room/Restrooms (2)					
Level 2 East Entrances and Elevator Lobbies					
Level 2 West Entrances and Elevator Lobbies					

CUSTODIAL PERSONNEL MAIN TERMINAL:	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Level 1 East- City Offices					
Main Terminal Escalators					
Main Terminal Elevators					
Main Terminal Stairwells					
West Parking Deck Elevators (2) and Lobbies (level 1-5)					
A.O.B. Offices, Conference Rooms, Break Rooms, Elevators, Hallways, Lobbies, Reception Areas, Stairwells (floors 6-10)					
A.O.B. Women's Restrooms					
A.O.B. Men's Restrooms					
City Offices, Hallways, Restrooms, Fitness Center – Level 4 of AOB					
A.O.B. Loading Dock					
A.O.B Entry Areas/Elevator Lobbies on Parking Levels 5A and 5B					
Recycling					
Trash					
Sidewalks/Trash Receptacles just outside/adjacent to Terminal, Shuttle Bus Islands, Terminal Entrances/Entry Areas (all levels), Level 5 Ramps to Parking Decks					
Main Terminal Daily Employee TOTAL					
SUPERVISORY PERSONNEL					
Supervisors					
Main Terminal Daily Employee – Overall TOTAL					

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CUSTODIAL PERSONNEL - OUTSIDE BUILDINGS	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Maintenance Center					
Ground Transportation					
Airside Parking buildings					
Access Services Satellite Bldg.					
Outlying Trailers					
Comfort Stations (2) “ as needed”					
Carpenter Shop					
HVAC Offices/Building					
Snow Trailer (2) “as needed”					
Snow Dorm Facility “as needed”					
Glycol Building					
Fire Stations “as needed”					
TSA/DPD Kennel Bldg.					
Outside Buildings Daily Employee Total					
SUPERVISORY PERSONNEL					
Supervisor ^s					
Outside Buildings Daily Employee Total					

CUSTODIAL PERSONNEL CONCOURSE A	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Bridge from A-Security Check Point Area to A Concourse Ramps					
2 West Concourse (including. West sub-core and mezz.)					
Jetways 2 West					
Jetways 1 West					
1 West Concourse/ Gate Areas					
City offices including RR’s (2) on 4 th Floor of West Sub-core					
City offices on Mezz level of West Sub-core					
Restrooms and Break Room in Basement (under West Sub-core)					
Center Core Concourse and Train Level (including escalator landings)					

CUSTODIAL PERSONNEL CONCOURSE A	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Center Core Mezzanine (including Ramps to “A- Security Bridge”)					
City offices including RR’s (2) on Concourse level of Center Core (accessed via Mezz level)					
TSA offices/Qwest offices - Center Core Mezz					
TSA offices, City offices, break rooms, hallway, restrooms (6) on Ramp level under Center-Core					
Restrooms (2) and Break Room on 9 th Floor of Center Core					
City offices including Restrooms (2) on 4 th Floor of Center Core					
2 East Concourse and Commuter Gates (including. East sub-core and mezz.)					
Jetways 1 East					
Jetways 2 East					
1 East Concourse/Gate Areas					
Access Services offices and restrooms on 4 th Floor (above East Sub-core)					
Restrooms in Basement (under East Sub-core)					
Men's Restrooms in Sub-cores and Center Core - Concourse level (4 Large) plus Unisex/ Assist restrooms					
Men's Restrooms in Sub-cores and Center Core – Mezzanine level (3 General Public, 1 Customs)					

CUSTODIAL PERSONNEL CONCOURSE A	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Women's Restrooms in Sub-cores and Center Core-Concourse level (4 Large) plus Unisex/Assist restrooms					
Women's Restrooms in Sub-cores and Center Core – Mezzanine level (3 General Public, 1 Customs)					
Men's Restrooms in East side. Commuter Gates (2)					
Women's Restrooms in East side. Commuter Gates (2)					
Ramp level below Center Core (includes hallways/restrooms)					
USO/Common Area hallway and Restrooms(shared by Airlines/City (above Center Core 4 th floor- by Bridge)					
Triturator Rooms (2)- Sink, Trash & Restock (under Gate A32 & A48 ramp level)					
Stairwells (to ramp level)					
Escalators					
Elevators					
Power walks					
Trash					
Recycling					
Ramp Level trash/recycling compactor rooms (Cleaning and maintenance)					
Concourse A Daily Employee TOTAL					
SUPERVISORY PERSONNEL					
Supervisors					
Concourse A:Daily Employee Overall TOTAL					

CUSTODIAL PERSONNEL CONCOURSE B	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Old Commuter Gates East end (downstairs from Gate B57)					
RJ Facility/Gates - East end of B-Con (over Bridge to RJ Gates)					
3 East Jetways					
3 East Concourse / Gate Areas/ Subcore / Mezzanine					
2 East Jetways					
2 East Concourse / Gate Areas/Subcore / Mezzanine					
1 East Jetways					
1 East Concourse / Gate Area/Subcore / Mezzanine					
Center Core Mezzanine					
Center Core Concourse Level					
Central Core Train Level and Escalator Landings					
Ramp level below Center Core (includes hallways/restrooms)					
1 West Jetways					
1 West Concourse / Gate Areas/Subcore / Mezzanine					
2 West Jetways					
2 West Concourse /Gate Areas/ Subcore / Mezzanine					
3 West Jetways					
3 West Concourse /Gate Areas/ Subcore / Mezzanine					
Men's Restrooms Center Core and Mezzanine plus Unisex/Assist restrooms					
Women's Restroom Center Core and Mezzanine plus Unisex/Assist restrooms					
Men's Restrooms East Side (3 large) plus Unisex/Assist restrooms					

CUSTODIAL PERSONNEL CONCOURSE B	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Women's Restrooms East Side (3 large) plus Unisex/Assist restrooms					
Men's Restrooms West Side (3 large) plus Unisex/Assist restrooms					
Women's Restrooms West Side (3 large) plus Unisex/Assist restrooms					
Men's Restroom - Old Commuter Gates below B 57 (1 small)					
Women's Restroom Old Commuter Gates below B57 (1 small)					
Men's Restroom – RJ Facility/Gates					
Women's Restroom – RJ Facility/Gates					
Triturator Rooms (2)- Sink, Trash & Restock (under Gate B28 & B46 ramp lvl)					
Trash					
Escalators					
Elevators					
Power walks					
Stairwells (to ramp level)					
Recycle					
Ramp Level trash/recycling compactor rooms (Cleaning and maintenance)					
Concourse B Daily Employee TOTAL					
SUPERVISORY PERSONNEL					
Supervisors					
Concourse B Daily Employee Overall TOTAL					

CUSTODIAL PERSONNEL CONCOURSE C	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
Center Core Mezzanine level (including City Offices)					
Center Core Concourse level					
Center Core Train level (including Escalator landings)					
East Concourse/Gate Areas/Mezzanine/Subcore					
East Concourse Jetways					
West Concourse/Gate Areas/Mezzanine/Subcore					
West Concourse Jetways					
City Offices (including RR's, Kitchenette) - W. Mezz Sub- Core					
Women's Restrooms (E. Concourse, W. concourse and Center Core Concourse level)					
Men's Restrooms (E. Concourse, W. concourse and, Center Core concourse level)					
Unisex/Assist Restrooms					
Basement RR's under W. Sub- Core					
Ramp level below Center Core (includes hallways/restrooms)					
Triturator Rooms (1)- Sink, Trash & Restock (under Gate C48 ramp lvl)					
Stairwells (to ramp level)					
Escalators					
Elevators					
Power walks					
Recycle					
Ramp Level trash/recycling compactor rooms (Cleaning and maintenance)					
Concourse C Daily Employee TOTAL					

CUSTODIAL PERSONNEL CONCOURSE C	1st Shift	2nd Shift	3rd Shift CI	3rd Shift CII	Daily Total
SUPERVISORY PERSONNEL					
Supervisors					
Concourse C Daily Employee Overall TOTAL					
Overall Total Employee Daily Staffing for Routine Work					

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Operations Management, Support and Administrative Personnel for DIA Janitorial Contract (5 Day per Week Positions)				
Operations Management	Hours per Week	Hours per Year	Avg. Hourly Rate Equivalent	Avg. Annual Wage/Salary
1st Shift - Shift Manager	40	2080		\$ -
2nd Shift - Shift Manager	40	2080		\$ -
3rd Shift - Shift Manager	40	2080		\$ -
Operational Support Personnel				
Supply & Equipment Manager	40	2080		\$ -
Supply Distribution Personnel – 2 each	80	4160		\$ -
Equipment Maintenance/Repair	40	2080		\$ -
Receptionist/Applicant Processing	40	2080		\$ -
Contract Administration				
Project Manager	40	2080		\$ -
Asst. Project Mgr	40	2080		\$ -
Payroll Manager	40	2080		\$ -
Q.C. Manager	40	2080		\$ -
Labor Relations Manager	40	2080		\$ -
Trainer/Safety Coordinator	40	2080		\$ -
Clerical- Gen Liability/Work Comp	40	2080		\$ -
Clerical- Healthcare/Benefits Admin.	40	2080		\$ -

*** The remainder of this page left intentionally blank.**

Employee Totals (Staffing Overview)	Main Terminal	Outlying Buildings	Concourse A	Concourse B	Concourse C	Total
Custodian 1 Employees:						
First Shift						
Second Shift						
Third Shift						
Total Custodian I Employees						
Custodian II Employees:						
Non-Area Specific First Shift						
Non-Area Specific Second Shift CII						
Third Shift						
Total Custodian II Employees						
Supervisors:						
First Shift						
Second Shift						
Third Shift						
Total Supervision						

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Employee Totals	Main Terminal	Outlying Buildings	Concourse A	Concourse B	Concourse C	Total
Operations Managers:						
First Shift						
Second Shift						
Third Shift						
Total Operations Managers						
Total Daily Work Staffing:						
Administrative and Operations Personnel:(No Assigned Area)						
First Shift						
Second Shift						
Third Shift						
Overall Administrative Staffing Total						

While the other personnel listed below may not be governed by the City's "Prevailing Wage" Ordinance the City believes it is in its best interest to require, and the Contractor in it' Proposal agrees to pay no less than the minimum salaries and/or wages (per hour or equivalent salary), not including fringe benefits or shift deferential, for any personnel falling within additional categories such as set forth below (i.e. wage increases and fringe benefits, including vacation, healthcare coverage, etc., shall be, at a minimum, equivalent to fringe benefits paid to personnel covered by the current Prevailing Wage):

ADMINISTRATIVE AND OPERATIONS PERSONNEL:

Job Title	Pay Unit	Rate of Pay
Project Manager	Per week	\$1,740.37
Assistant Project Manager	Per week	\$1,423.45
Shift Manager	Per week	\$1,122.64
Labor Relations Manager	Per week	\$1,122.64
Quality Control Manager	Per Week	\$1,122.64
Operations Manager 3rd shift	Per day	\$169.74
Operations Manager 2nd Shift	Per day	\$169.74
Operations Manager 1st Shift	Per day	\$169.74
Supervisor (Third Shift)	Per hour	\$16.65
Supervisor (Second Shift)	Per hour	\$16.11
Supervisor (First Shift)	Per hour	\$16.11
Admin. Asst./Payroll	Per hour	\$19.87
General Clerical	Per hour	\$16.11
Trainer/Safety Coordinator	Per week	\$805.73
Maintenance/Repairman	Per hour	\$20.41
Supply Control /Distribution Manager	Per hour	\$21.22
Supply Control/Distribution Employees	Per hour	\$16.11
Emergency Dispatcher	Per hour	\$16.11
Quality Control Inspectors	Per hour	\$16.11

Upon request, the Contractor shall provide the City's contract administrator with documentation that verifies that these minimum wages and salaries are being paid for such positions.

F.27 NON-PERFORMANCE:

The Contractor shall be required to meet specified service and performance standards .

Work will be considered not to have been performed when any and/or all of the following conditions exists:

The work tasks in an area were not performed in strict accordance with the performance standards.

Work tasks were not performed in their entirety.

The specified equipment, tools and chemicals were not used or were not in good operating condition.

The tasks were not performed within the scheduled work shift or within the specified timeframe.

Reference Sample Contract for clarification.

F.28 NON-WAIVER:

Failure of the contract administrator during the progress of the Agreement to discover or reject unacceptable work, or work not in accordance with the Agreement, shall not be deemed an acceptance thereof nor a waiver of the City's right to a proper execution of the Agreement or any part of it by the Contractor.

F.29 OFFICE PAPERS AND EQUIPMENT:

The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using the telephone or office equipment provided.

F.30 ORGANIZATION CHART:

The Contractor shall keep on file and furnish to the contract administrator a work organization chart. Organization charts shall be updated each week and shall show assigned work areas of each employee, by name, by position, and shift hours.

F.31 OTHER CONTRACTS:

The City may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and shall fit Contractor's own work to that provided under other contracts.

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

F.32 PARKING:

The City will provide parking for the Contractor's Project Manager and authorized alternates. Contractor shall be furnished with at least three (3) reasonable, close-in parking spaces for these employees.

The City will provide parking spaces for Contractor vehicles required by the Contract. These parking spaces will be located in the AOB Loading Dock area, or in the West Loading dock parking area. The Contractor will be provided with three (3) spaces designated specifically for Contractor owned vehicles.

Other employees of the Contractor must obtain parking permits from the Airport at the expense of the Contractor.

F.33 RECYCLING/COMPOSTING PROGRAM; CONTRACTOR'S DESIGNATED RECYCLING CONTACT:

Contractor shall be responsible for participating in the Solid Waste/ Recycling/ Composting Program at Denver International Airport.

Denver International Airport currently recycles/composts cardboard, aluminum, office paper, telephone books, newspapers, and organic materials throughout employee break rooms, AOB restrooms, terminal concessions, and terminal restrooms. The recycle/composting program works to promote recycling throughout Denver International Airport. The Contractor shall designate a solid waste/ recycling/ composting contact that will maintain responsibility for the coordinated efforts of the entire program and is required to work with the City and County of Denver, waste removal firms, all airlines, and other tenants located throughout Denver International Airport.

Contractor will be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling/composting waste streams. Contractor will handle segregated materials in a manner to ensure that recycling/composting receptacles are not used for inappropriate materials.

Contractor's employees are responsible for picking up, and transporting to the appropriate receptacle, ANY recyclable/compostable material they encounter at any time during their work.

Contractor will be responsible for supporting any future recycling/composting efforts or program enhancements that DIA implements during the Contract term. This could include but is not limited to changes in the recycling materials, segregation approach, locations and types of receptacles, and volume of materials generated.

Contractor will be constructive in their efforts to comply with DIA's recycling, composting and waste management programs.

Contractor shall provide recycle/compost materials collection and disposal for all facilities at DIA including outlying facilities, fire houses and training facilities, etc. This excludes facilities not owned and operated by the City and County of Denver.

The Contractor will coordinate recycling efforts with DIA Contract Maintenance and DIA Environmental Services.

F.34 RELIEF FOR ABSENTEEISM AND VACATION:

The Contractor is required to provide relief personnel for absent or vacationing employees at all times. Every assignment position shall be filled each day and each shift.

If the Project Manager, Operations Manager or Supervisor is absent, the Contractor shall provide a competent replacement that has been given the authority to carry out the duties of the position as required.

Failure to provide personnel, for all positions, as listed in the Staffing Plan of this Contract may result in fines to the Contractor.

F.35 REPORTING:

The Contractor shall keep on file and furnish to the contract administrator or his/her representative each day reporting that includes the following:

A list of the names of all personnel present for work during the current shift, showing shift-by-shift the positions filled by each person, their applicable areas and task(s) under the Contract. This shall be furnished within the first half hour of each shift start.

The total number of hours worked by each person listed, over the shift and/or day, as certified by the Contractor's time records.

Monthly tracking report of all scheduled assignments (other than daily cleaning), i.e. carpet cleaning, weekly, strip and wax, acid wash rough granite, machine scrub and recoat floor, etc.

Inspection Summary Report – The inspection summary report(s) shall provide a summary of all inspections for the entire Airport and shall include the total number of inspections performed during any given month, the frequencies of discrepancies by type and associated correction timeframes, number and types of maintenance observations reported during said period, and all other relevant summary data.

A sample of the Monthly Tracking report and Inspection Summary report shall be provide as Tab J.

F.36 RESTROOM CHECKLIST:

The Contractor shall be required to provide scanning devices (PREFERRED METHOD). These scanning devices shall provide an end of shift report with the date, time in, time out, comments, and employee name. Failure to record information accurately shall be considered a non-performance of the work by the Contractor. Non-performance shall be warranted as outlined in the RFP and Contract Documents.

F.37 SPECIFICATION CHANGES:

The specifications may be changed unilaterally by the City, if the Contract unit prices are not affected. Notification to the Contractor will be made orally if the duration of such changes is less than one week; otherwise, notification will be made in writing.

F.38 SHIFT HOURS:

Manager, supervisor, and employee shift timeframes, including shift starting and quitting times, shall be staggered so that all areas maintain coverage 24 hours per day, seven days per week., and to assure no breaks in regular service activity.

All areas shall be maintained daily, according to the Tasks and Frequencies Section of this Document.

F.39 DIVERSITY AND INCLUSIVENESS:

The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women.

Proposers are encouraged, with respect to the goods or services to be provided under this RFP, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers. All proposers that intend to use subcontractors, subconsultants, or suppliers with their proposals will provide: 1) a list of all such subcontractors, subconsultants, and/or suppliers; 2) a separate listing of all subcontractors, subconsultants, or suppliers that identified themselves as being a member or members of the categories listed above, if such information is provided; 3) and a statement that the proposals of all identified subcontractors, subconsultants, and/or suppliers were fully reviewed in detail on the same basis as that of other subcontractors, subconsultants, and/or suppliers not falling within those categories.

If a proposal from a qualified subcontractor, subconsultant, and/or supplier within the categories listed above is not selected as a successful subcontractor, subconsultant, and/or supplier for this RFP, the successful proposer will include an adequate explanation of all efforts taken to fully and fairly review all proposals submitted.

F.40 SPECIFICATIONS: WORK PERFORMANCE STANDARDS:

Specifications, showing general outlines and details necessary for a comprehensive understanding of the work, form a part of the Contract Documents. All work under the Contract shall be performed in all respects in strict compliance with the requirements of the Specifications. See Tasks and Frequencies for performing the work specified herein. The Specifications and all other provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all. The Contractor will be supplied with two (2) copies of the Contract Documents. The Contractor shall have available at the site at all times one (1) copy of the Contract Documents.

Any and all information provided by proposers under this section is requested for information purposes only and will not be utilized for purposes of bid or contract award.

F.40.a ACID WASH ROUGH GRANITE:

The rough granite flooring (unfinished, flame cut) may require periodic machine scrubbing with a light dilution of Muriatic Acid and water (or other mild acid based solution) to remove oils and grease accumulation. Contractor is to use extreme caution in utilizing said products and insure proper rinsing as well as the safety of its employees and the public.

F.40.b AUTOSCRUB NON-CARPETED FLOORS:

(Not stone; for stone please see Stone Care Instructions)

Use an auto-scrubber to remove soil and spills from non-carpeted corridors, lobbies, concourses and terminal building, etc. Brush or pad pressure shall be adjusted high enough to provide firm contact with the surface but not enough to cause any deleterious effect to the finish being cleaned. Litter should be picked up and the floor should be properly dust mopped prior to scrubbing. A low-suds detergent concentrate shall be used to prevent excessive foaming in the solution recovery tank. Where practical to do so, furnishings and floor mounted trash, ash plus other receptacles shall be moved out of the area to be scrubbed, thereby reducing the amount of hand mopping required, and shall be moved back to their proper area in a timely manner. The squeegee, when properly adjusted, shall leave no streaks or puddles while scrubbing. Detergent solution left on the surface as a result of turns made during the auto-scrubbing operation shall be removed promptly with a mop, mop bucket and wringer. If the solution is allowed to dry, it will leave a whitish discoloration on the finish. When the floor has been completely scrubbed, it shall be free of soil, streaks, film, or stains.

F.40.c CARPET SHAMPOOING -BONNET METHOD:

Carpet shampooing, bonnet method of carpet is defined as the spot cleaning, vacuuming, pile brushing, shampooing, and re-vacuuming of all carpet in an area. All vacuuming, both before and after shampooing shall be done with an upright carpet vacuum. All stained areas shall be treated with spot cleaning solution, following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. The shampooing shall be performed using a single disc floor machine rotating less than 200 rpm, a bonnet or yarn pad specifically designed for spin pad or bonnet cleaning meeting the specifications for such equipment and materials defined in the Contract Documents. The instructions provided by the manufacturers of the equipment and materials shall be followed during its use. Areas, such as corners, which are inaccessible to the machine, shall be shampooed with shampoo and manual scrubbing devices. Chairs and trash receptacles shall be tilted or moved where necessary for shampooing and shall be moved back to their proper area in a timely manner. After shampooing and allowing sufficient drying time, the carpet shall be vacuumed following a pattern that will give the carpet pile a clean and uniform appearance.

F.40.d CARPET SHAMPOOING -DRY CLEAN METHOD:

Dry cleaning carpet is defined as the spot cleaning, vacuuming, application and scrubbing of dry cleaning compound followed by another complete vacuuming. All vacuuming should be done with an upright vacuum. All stained areas shall be treated with spot cleaning solution following the directions of the manufacturer. Spot cleaning shall be continued until as much of the stain as possible has been removed. The dry cleaning shall be performed by applying the "dry" chemical and machine scrubbing the area according to the manufacturer's instructions. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After sufficient absorption time, the remaining dry cleaning residue and soil shall be vacuumed completely following a pattern that will give the carpet pile a clean and uniform appearance.

F.40.e CARPET SHAMPOOING -EXTRACTION METHOD:

Carpet shampooing, extraction method is defined as the spot cleaning, vacuuming, pile brushing, operation of the extraction equipment, and re-vacuuming of all carpet in an area. All vacuuming, both before and after the use of the water extraction equipment shall be done with an upright carpet vacuum. All stained areas shall be treated with spot cleaning solutions, following the directions of the manufacturer of the solutions. Spot cleaning shall continue until as much of the stain as possible has been removed. The water extraction equipment and materials shall meet the Specifications defined in the Contract Documents. The extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the extraction equipment and material shall be followed during their use. Chairs and trash receptacles shall be tilted or moved where necessary to for shampooing and shall be moved back to their proper area in a timely manner. After operating the water extraction equipment and allowing sufficient drying time, the carpet shall be vacuumed following a pattern which shall give the carpet pile a clean and uniform appearance.

F.40.f CLEAN AND DISINFECT DRINKING FOUNTAINS:

Use a spray bottle of germicidal detergent, soft sponge or cloth, small percolator brush, abrasive pad, and a lotion-type cleanser to remove all obvious soil, streaks, smudges, etc., from the drinking fountains and cabinets. Then, disinfect all polished metal surfaces including the orifices and drain. After cleaning, the entire drinking fountain shall be free of streaks, stains, spots, smudges, scale, and other removable soil.

**F.40.g CLEAN AND DISINFECT TELEPHONES, MAIL BOXES, VENDING MACHINES,
ETC.**

Use a spray bottle of germicidal detergent, sponge or cloth, to remove obvious soil streaks, smudges, etc., from telephones, mail boxes, vending machines, etc. After cleaning, all surfaces should be free of streaks, stains, spots, smudges, etc.

F.40.h CLEAN AND DISINFECT WASH BASINS, TOILETS, URINALS AND SHOWERS:

Apply germicidal detergent solution to all fixtures and to the wall area beside and between the fixtures. Clean the insides, tops, sides, and wall areas between the fixtures with a sponge. Wipe the metal surfaces dry with a cloth to prevent spotting.

Clean the insides of the urinals with a bowl mop. Use the bowl mop to clean the underside of the flushing rim. Clean the tops and sides of the urinal with a sponge. This sponge shall be of a particular color that will be used only on commodes and urinals. Wipe metal surfaces dry with a clean cloth to prevent spotting.

Apply germicidal detergent solution to the inside and outside of the commodes and to the wall areas beside them. Spray the top of the seat first, then lift the seat and spray the remainder of the fixture. Clean the inside of the fixture with a bowl mop. Use the bowl mop to clean under the flushing rim. Clean the seat, outside of the fixture, and wall beside the fixture with the same sponge used to clean the outside of the urinals. Wipe the top of the seat and the metal surfaces dry with a cloth to prevent spotting.

Apply germicidal detergent solution to the walls and floors in shower stalls; use a sponge and abrasive pad to damp wipe all surfaces of the shower. Remove all debris from the shower drain.

F.40.i CLEAN WALK-OFF MATS:

Use an upright carpet vacuum, a wet-dry tank vacuum, a pile brush and a carpet stain removal kit to remove soil, moisture, stains, etc., from walk-off matting.

F.40.j COMPLETELY VACUUM CARPET:

Vacuum all carpeted floors and walls to collect surface soil and embedded grit from all areas accessible to the carpet vacuum.

Chairs and trash plus other receptacles shall be tilted or moved where necessary to vacuum underneath and shall be moved back to their proper area in a timely manner. Additionally, as necessary, to prevent any visible accumulation of soil or litter in carpeted areas inaccessible to the upright carpet vacuum, a crevice tool and brush attachment shall be used. After the carpeted floor has been completely vacuumed, it shall be free of all visible litter, soil and embedded grit.

F.40.k DAMP MOP NON-CARPETED FLOORS:

Prior to being damp mopped, the floor surface shall be dust mopped. A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. After being damp mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area.

F.40.l DAMP MOP AND DISINFECT NON-CARPETED FLOORS:

Prior to being damp mopped and disinfected, the floor surface shall be swept. A wet mop, mop bucket and wringer, and germicidal detergent solution shall be used to remove all soil and non-permanent stains from the entire area. The germicidal detergent solution shall be changed periodically and remain clear, or the area damp mopped shall be rinsed with clear water. All accessible areas shall be damp mopped and disinfected. Chairs, trash receptacles, etc., shall be moved when necessary to mop underneath. After being damp mopped and disinfected, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands remaining in the area.

In large areas with floor drains, a pump-up sprayer may be used to apply the germicidal detergent solution to the entire floor area and allowed to remain for three to five minutes. Then a floor squeegee shall be used to squeegee the solution into the floor drain. A damp mop shall be used to dry areas inaccessible to the floor squeegee.

F.40.m DESCALE TOILETS AND URINALS:

Use non-acid or acid-type bowl cleaner and a nylon bowl mop to remove scale, scum, mineral deposits, rust stains, etc., from toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scale, scum, mineral deposits, rust stains, etc. Caution must be used to prevent damage to adjacent surfaces caused by spills of the acid-type bowl cleaner.

F.40.n DISINFECT FURNITURE, FIXTURES, WALLS, PARTITIONS, DOORS, ETC.

Use a sponge or cloth and germicidal detergent solution to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc.

F.40.o DUST BUILDING AND FURNITURE SURFACES:

Use a lightly treated dust cloth, lightly treated hand-held dusting tool, lambs wool dusting tool, tank vacuum with dusting attachments, or combination of these dusting tools, to remove all dust, lint, litter, dry soil, etc., from the horizontal surfaces of desks, chairs, file cabinets, and other types of office furniture and equipment and from horizontal ledges, window sills, blinds, hand rails, etc., below 7' 0" from the top of the floor surface. Items on desk tops are not to be disturbed. After regular dusting, all such surfaces shall have a uniform appearance, be free of streaks, smudges, dust, lint, litter, etc. Dusting shall be accomplished by removal of soil from the area - - not by rearranging it from one surface to another.

F.40.p DUST MOP NON-CARPETED FLOORS:

Use a clean dust mop of the largest suitable size for the area. At the end of each pass, turn the dust mop without lifting it from the floor, overlapping the previous pass by one or two inches. Continue this pattern until the entire area is free of visible soil. To remove the soil which has been collected, but does not adhere to the mop, carefully lift the mop head off the floor and lean the mop against the trash collection cart or the janitorial cart. Be careful not to let the mop head or handle touch building or furniture surfaces. Pick up the soil with a counter brush and dustpan. Dump the soil into the trash collection bag.

To remove the soil from the mop head, use an upright or tank vacuum with attachments to vacuum the soil from the head. Never pick the mop up from the floor and shake. If no vacuum is available, carefully hold the mop over a trash collection cart and brush with a utility brush.

F.40.q EMPTY TRASH AND ASH RECEPTACLES:

All waste receptacles, public ash receptacles, pencil sharpeners, and other trash containers within the area shall be emptied and returned to their initial location. Boxes, cans, papers, etc., placed near a trash receptacle and marked "TRASH" shall be removed. All waste from such trash receptacles shall be removed from the area and emptied into a designated trash dumpster or receptacle in such a manner as to prevent the adjacent area from becoming littered by such trash. Sand in cigarette butt receptacles shall be strained to remove ashes and debris.

F.40.r MACHINE SCRUB CONCRETE FLOORS AND SEAL:

Machine scrubbing of concrete floors is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm equipped with a blue or green floor pad over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Once floor is completely dry, apply concrete sealer following manufacturer's recommendations.

F.40.s MACHINE SCRUB AND RECOAT:

Machine scrub and recoat is performed on floors that have deteriorated significantly losing the desired "wet" look, but are not yet ready to be stripped and refinished. In order to perform this procedure, it should be determined that some floor sealer and finish remains on the floor. Machine scrubbing is defined as applying a detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad, over all accessible floor areas (including those areas which can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas which are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water. Recoating shall then be accomplished by applying one or more coats of metal cross link polymer floor finish as specified in the Contract Documents. After recoating, the floor residue should be removed from baseboards, kick plates, building and furniture surfaces.

See Stone Care Instructions. Estimated Quantity 400,000 sq. ft. Machine scrub polished granite using Lithofin SCS and rinse thoroughly. Apply Material and scrub using automatic scrubbers and red pads with vacuum in the up (or off) position. Allow to dwell for 5-10 minutes. After sufficient dwell time, rinse with clean water and vacuum down (or on). A de-foaming agent in the vacuum tank is suggested. Immediately after completely rinsing, apply Lithofin DCC using automatic scrubbers and clean red pads. Buff floor with white pads and high speed buffers/burnishers.

Dilution and Coverage Rates:

SCS = 10 liters for every 20 gallons of water (covers 40,000 sq. ft.)

DCC = 2 liters to every 20 gallons of water (covers 40,000 sq. ft.)

See Stone Care Instructions. Estimated Quantity 45,000 sq. ft. Machine scrub rough cut and honed (not polished) granite. Machine scrub using Lithofin SCS and rinse thoroughly. Apply Material and scrub using automatic scrubbers and non –abrasive stiff bristle brushes with vacuum in the up (or off) position. Allow to dwell for 5-10 minutes. After sufficient dwell time, rinse with clean water and vacuum down (or on). A de-foaming agent in the vacuum tank is suggested. Immediately after completely rinsing, apply Lithofin DCC using automatic scrubbers and clean “soft bristle” brushes.

See Stone Care Instructions. Estimated Quantity 45,000 sq. ft. Resurface polished Granite floors. Polish floors using diamond polishing/grinding disks. Following grinding/polishing with diamond disks, floors should be polished with a granite polish to restore the original luster to the floor.

F.40.t MACHINE SCRUB RESTROOM FLOORS:

Machine scrubbing of floors is defined as applying a germicidal detergent solution to all areas of the floor, allowing the solution to remain on the floor for three to five minutes, operating a floor machine operating at less than 200 rpm, equipped with a blue or green floor pad over all accessible floor areas (including those areas that can be made accessible by the removal of non-fixed furnishings), manually scrubbing those areas that are inaccessible to the floor machine, removing the solution from the floor and rinsing the floor twice with clear water.

F.40.u PARTIALLY VACUUM CARPETED FLOORS:

Use an upright carpet vacuum to remove obvious soil and litter from the carpet.

F.40.v POLICE:

Remove litter. Sweep or vacuum obvious soil from floors and mats. Spot clean unsightly soil from building, fixture and furniture surfaces. Spot mop floors to remove liquids and unsightly soil. Empty trash and ash receptacles that may become full prior to the next scheduled cleaning. Check all recycle containers, empty into appropriate waste containers and replaced with a new liner. Clean the interior and exterior of container as needed. Refill paper towel, toilet tissue, hand soap and other dispensers, or their batteries, that may become depleted prior to the next scheduled cleaning. Refill of dispensers will not take place too early so as to generate unnecessary waste of supply product; there shall be no refill of toilet tissue where there is more than a half inch left on roll. Remove carpet stains. Empty/dry vacuum, or exchange if necessary, wet or ineffective entrance mats.

F.40.w POLICE FLOORS TO REMOVE LITTER:

All visible or reported litter such as paper, rubber bands, paper clips, chewing gum, dead bugs/rodents (moths, beetles, roly-poly, mice, or birds), etc., shall be appropriately picked up, swept up, or vacuumed and placed in the proper waste collection container.

F.40.x REARRANGE FURNITURE AS REQUIRED:

All furniture moved by the Contractor's employees during the performance of the work shall be returned to its' appropriate location in a timely manner. Additionally, all other office furniture such as chairs, waste receptacles, or planters shall be returned to their appropriate location.

F.40.y RECOAT NON-CARPETED FLOORS WITH METAL CROSS-LINK POLYMER FLOOR FINISH:

Recoating is performed to replace floor finish that has been removed by normal activity and floor maintenance procedures. Recoating should be performed to restore a floor to a uniform and glossy appearance before it is necessary to strip, seal, and refinish. Recoating is defined as the application of one or more coats of finish to a floor to within six (6) inches of the baseboards after the floor has been thoroughly dust mopped and machine scrubbed.

F.40.z REFILL PAPER TOWEL, TOILET TISSUE, HAND SOAP, AND FEMININE HYGIENE DISPENSERS:

All dispensers shall be completely filled to the proper level. The paper supplies and hand soap shall be placed in the dispensers in accordance with the directions of the paper and dispenser manufacturers. Hand soap dispensers and adjacent surfaces shall be wiped to remove spillage.

F.40.aa REPLACE OBVIOUSLY SOILED OR TORN TRASH RECEPTACLE LINERS:

All plastic liners that are torn or obviously soiled shall be removed from trash receptacles and replaced with new plastic liners. The liners shall be folded back over the rim of the receptacle.

F.40.bb SPRAY AND/OR SPOT CLEAN FURNITURE, FIXTURES, WALLS, PARTITIONS, DOORS, ETC.

Use a sponge, clean cloth, and spray bottle of neutral detergent, germicidal detergent, or glass cleaner to remove fingerprints, smudges, marks, streaks, etc., from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. Germicidal detergent shall be used in rest rooms, locker rooms, food service areas, and drinking fountains. Glass cleaner shall be used on hard-to-remove spots. After spot cleaning, the surfaces shall have a clean, uniform appearance, be free of streaks, spots, and other evidence of removable soil. This includes both sides of glass in exterior doors and vestibules and in interior offices.

F.40.cc SPRAY AND/OR SPOT CLEAN TRASH AND ASH RECEPTACLES:

The exterior of trash receptacles shall be damp wiped with neutral detergent solution from a spray bottle and a clean sponge or synthetic fiber cloth to remove evident soil. Wet spills on the interior of trash receptacles shall be removed. Cigarette butt receptacles shall be damp wiped with a sponge to remove evident soil. Lotion-type cleanser and an abrasive pad shall be used on hard-to-remove soil. In restrooms, locker rooms, and food services areas, germicidal detergent shall be used in lieu of neutral detergent.

F.40.dd SPRAY AND/OR SPOT MOP NON-CARPETED FLOORS:

A wet mop, mop bucket and wringer, and a neutral detergent solution shall be used to remove all obvious soil and non-permanent stains from the entire area. The neutral detergent solution shall be changed periodically and remain clear, or the area spot mopped shall be rinsed with clear water.

Trash receptacles, chairs, etc., shall be moved when necessary to spot mop underneath and shall be moved back to their proper area in a timely manner. After being spot mopped, the floor shall have a uniform appearance with no streaks, swirl marks, detergent residue, or any evidence of soil. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc., or mop strands remaining in the area. In restrooms, locker rooms, medical areas, food areas, and seating chairs germicidal detergent shall be used in lieu of neutral detergent.

F.40.ee SPRAY –BUFF OR BURNISH:

Prior to being spray-buffed or spray-burnished, the floor surface shall be dust mopped. A single-disc floor machine, buffing pad, and a spray bottle with spray-buffing solution may be used to restore a uniform gloss and protective finish to resilient tile or terrazzo floors that are finished with a metal-link polymer floor finish. The spray-buff solution shall be a premixed solution formulated as a companion product to the finish already on the floor. All areas accessible to the floor machine shall be spray-buffed. If burnished, a restorer solution shall be applied to the floor and burnished according to manufacturer's instructions. Any restorer solution used shall be a companion product to the floor finish already on the floor. Chairs, trash receptacles, etc., shall be tilted or moved where necessary to spray-buff or spray-burnish underneath and shall be moved back to their proper area in a timely manner. The floor shall be dust mopped after spray-buffing or spray-burnishing. After spray-buffing or spray-burnishing, the entire floor shall have a uniform; glossy appearance, free of scuff marks, heel marks, and other stains, and shall have a uniform coating of floor finish. All spray-buff solution shall be removed from baseboards, furniture and trash receptacles.

**F.40.ff STONE CARE INSTRUCTION – STONE FLOORS THROUGHOUT DENVER
INTERNATIONAL AIRPORT:**

NO PRODUCT SUBSTITUTIONS WILL BE ALLOWED IN THE CARE OF STONE FLOORS WITHOUT ADVANCED WRITTEN CONTRACT ADMINISTRATOR APPROVAL AFTER ALL ENVIRONMENTAL GUIDELINES IN THIS CONTRACT ARE MET.

MAINTENANCE (Daily Repetition)

POLISHED GRANITE

Machine scrub using Lithofin DCC (no rinsing). Apply using automatic machines and clean red pads down (or on). Buff (high speed) with white pad. Dust mop as needed.

ROUGH CUT AND HONED (NOT POLISHED) GRANITE

Machine scrub using Lithofin DCC (no rinsing). Apply using automatic machines and soft brushes with vacuum down (or on). Sweep as needed.

Dilution and coverage rates: DCC

Polished Granite –one (1) liter per twenty (20) gallons of water (covers 40,000 sq. ft.)

Rough cut & honed granite –one (1) liter per twenty (20) gallon of water (cover 30,000 sq. ft.)

CHEMICAL SPECIFICATIONS (STONE)

LITHOFIN PSI-SILICONE IMPREGNATOR

Premium quality silicon impregnator for use on all stone surfaces for protection against water and oil based stains. Serves to make the surface dense while remaining permeable (97%). Offers no appearance change and is U.V. resistant. The projected useful life of PSI is up to four to six (4-6) years.

LITHOFIN SCS-STONE CLEANER/ STRIPPER (ACID FREE)

Designed to readily clean greasy dirt and other surface soils as well as easily remove maintenance product buildups.

LITHOFIN CFR-HEAVY DUTY CEMENT FILM REMOVER (ACIDIC)

An acid containing cleaner for the removal of grout film, lime deposits and construction dirt. Designed specifically for cleaning of rough cut granite and other textured and honed natural stone.

LITHOFIN DCC-DAILY CLEANER AND CONDITIONER

A highly concentrated cleaner and conditioner designed not only to clean but to form "dirt repellent" film on all stone surfaces. DCC is totally natural, biodegradable and will not scuff or turn yellow. Daily use will produce an opalescent effect in polished surfaces.

F.40.gg STRIP AND REFINISH FLOORS:

Stripping is defined as the complete removal, without damage to the floor surface, of all finish and/or sealer from all visible floor surfaces and from those floor surfaces that can be exposed by the removal of non-fixed furnishings. The Contractor shall be responsible only for the removal and return of items such as trash receptacles, tables, chairs, desks, etc. Stripping shall also include the complete removal of all marks, scuffs, stains, etc., except in cases in where there is damage to the floor surface. The stripping chemical(s) used shall meet the specifications given in this manual for the type of finish and/or sealer being stripped and shall be used according to the manufacturer's directions. The floors shall be scrubbed with a floor machine equipped with a stripping pad, except those areas in which the use of manual scrubbing devices are necessary to completely remove the finish and/or sealer (along walls, in corners, etc.).

The stripping solution and rinse water shall be picked up with a wet/dry vacuum except in areas where its use is impossible or impractical (very small areas, areas with low amperage circuits, etc.). All floor surfaces to which stripper has been applied shall be rinsed thoroughly with clean water. When a wet/ dry vacuum is used, the area shall be rinsed at least once after the stripping solution has been removed. If a mop is used to pick up the stripping solution, the area shall be rinsed at least twice.

Refinishing is defined as the proper application of at least three coats of finish to all areas. In areas where resilient tile is excessively worn or porous, one or more coats of sealer shall be applied with a clean, fine strand, rayon mop head. No finish which has been removed from its original container shall be returned to that container. After the finish has dried, the reflectance shall be uniform and no streaks, swirls, etc., shall be visible. No stripping solution or finish shall remain on baseboards, doors, or other surfaces.

F.40.hh SWEEP OR DUST MOP NON-CARPETED FLOORS:

Prior to sweeping the floor surface, use a mop and neutral detergent solution to remove spills and obvious soil from the floor; and use a putty knife to remove gum, tar, and other stick substances from the floor. On resilient tile, terrazzo, smooth sealed concrete or other smooth finished floor surfaces use a treated dust mop and dustpan to remove accumulated soil and litter. On rough, unsealed concrete, or other floors where dust mopping is not effective, use a push broom. The entire area to be swept shall be cleaned thoroughly to remove dust, dry soil, and other litter. Chairs and trash receptacles shall be tilted or moved where necessary to sweep underneath, and shall be moved back to their proper area in a timely manner. After the floor has been swept, the floor surface, including corners and abutments, shall be free of streaks, litter, and spots caused by spills or tracking. Carpet-type entrance mats shall grit and to restore the resiliency of the carpet pile. Rubber polyester entrance mats shall be swept, vacuumed, or "hosed-down" to remove soil and grit. All entrance shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location.

F.40.ii TASKS AND FREQUENCIES REQUIRED:

TASK	FREQUENCY
FIRST AND SECOND SHIFT BASICS	
Rearrange out of place chairs and furniture.	1 x per shift
Clean and disinfect all drinking fountains, all telephones and any kiosks. Polish chrome and metal.	2 x per shift
Spot clean building and furniture surfaces including all walls, pillars, stainless steel, counters, carousels, etc.	2 x per shift
Sweep, spot mop and tack mop hard floor surfaces.	2 x per shift
Dust and/or spray clean, polish dry where applicable, all surfaces including but not limited to: ledges, window sills/ blinds, podiums, counters, consoles, furniture (as well as chair legs, arm rests, tops of lockers, etc).	2 x per shift
Remove gum, stickers, tape, etc.	2 x per shift
Empty all trash containers as needed. Any container that is more than half full should be emptied. Replace with a new liner. Spot clean the exterior of the cans.	4 x per shift
Check all recycle containers, empty into appropriate containers and replaced with a new liner as needed. Clean the interior and exterior of container as needed.	4 x per shift
Police all floors, surfaces, equipment, planters, etc., and remove all litter and obvious trash. Sweep under all furniture. Report any lost item found (Deliver lost items to the City Lost and Found).	4 x per shift
Sweep at all entrances and exits. Vacuum mats at all entrances and exits.	4 x per shift
On-call, spot clean carpet.	Upon request

THIRD SHIFT BASICS	
Check all recycle containers, empty into appropriate containers and replaced with a new liner as needed. Clean the interior and exterior of container.	1 x per shift
Clean and disinfect all drinking fountains, all telephones and kiosks. Polish chrome and stainless steel.	1 x per shift
Arrange furniture properly and neatly as required.	1 x per shift
Clean building and furniture surfaces including all walls, pillars, stainless steel, counters, carousels, etc.	1 x per shift
Vacuum mats at all entrances and exits. Sweep all entrances and exits.	1 x per shift
Remove gum, stickers, etc.	1 x per shift
Police, sweep, mop, and/or scrub all hard surface floors nightly.	1 x per shift
Vacuum all carpeted floors, including under all chairs and furniture. Clean all corners and edges.	1 x per shift
Remove carpet stains as needed.	1 x per shift
Empty all trash containers. Replace with a new liner. Clean the interior and exterior of the cans as needed.	2 x per shift
Hand mop/scrub perimeter floor area adjacent to windows, carousels, walls etc., to remove any build up of wax, grease or other soil if applicable.	2 x per week
Burnish/ spray buff terrazzo and tile floors if applicable.	3 x per week
Dust all vertical surfaces within arms reach includes dusting and sweeping of carpeted wall surfaces and all vents.	Weekly
Dust the tops of all horizontal surfaces up to a height of twenty feet (20').	2 x per month plus any additional request
OFFICE BASICS	
Empty all trash receptacles. Clean out the inside of the container if needed. Wipe down the exterior of the container. Replace the liner if needed.	1 x per shift
Dust all horizontal building and furniture surfaces. Do not rearrange items on desks unless specifically told to do so.	1 x per shift
Spot clean all building and furniture surfaces.	1 x per shift
Arrange furniture as required.	1 x per shift
Pick up any obvious trash on the floor.	1 x per shift
Clean and disinfect telephones .	1 x per shift
Sweep tile floors and mop as needed.	1 x per shift
Vacuum carpeted floors thoroughly.	1 x per shift
De-trash all planters	1 x per shift
Report any carpet stains that require special work and any broken or damaged items to your Supervisor immediately.	1 x per shift
Dust vents, partitions and window sills weekly. Also, dust window blinds where applicable once a week.	Weekly

OFFICE BASICS	
Thoroughly wet mop all vinyl type floors and other hard surface flooring. Raised computer flooring to be damp mopped only and buckets with water are to remain outside of raised floor areas.	Weekly
Perform high dusting of horizontal surfaces over arms reach.	Monthly
Detail vacuum all carpeted areas along edges, corners and other hard to reach areas or areas inaccessible with upright.	Monthly
Vacuum upholstered furniture including under cushions where applicable.	Monthly
Perform high dusting of vertical surfaces over arms reach.	Quarterly
Wash painted doors, door jambs, hinges etc.	Quarterly
Dust and/or damp wipe the interior of fluorescent light lenses.	Annually
Completely wash and polish dry all desks, file cabinets, credenzas, counters, consoles and other enclosures, housings etc.	Annually

1. MAIN TERMINAL AND CONCOURSE AREAS (INCLUDES A-SECURITY, BRIDGES, WALKWAYS, COMMUTER AND COMMON AREAS)
First and Second Shift – All areas listed shall be cleaned using the specifications listed under “First and Second Shift Basics”.
Third Shift – All areas listed shall be cleaned using the specifications listed under “Third Shift Basics”.
2. ALL CITY AND COUNTY OF DENVER OFFICES THROUGHOUT THE FACILITY (INCLUDES BREAK ROOMS):
A. ALL CITY OFFICES on Airport property including but not limited to the following: Call Center, Information Desk Locations and Press Room, Lost and Found, A-Concourse TSA, 4TH Floor Wellness Center, and Inter-Faith Chapel, AOB (Airport office building) A/C & B-turnstyle Buildings, MAINTENANCE CENTER/ Vehicle storage building (restrooms & fitness center) , GROUND TRANSPORTATION HOLDING LOT, AND SECONDARY CITY OFFICES All areas listed (and other as designated) will be cleaned 5 to 7 times per week
First Shift – All areas listed, (and others as designated) shall be cleaned 1x per day following the specifications listed under “Office Basics”.
Second Shift - All areas listed (and others as designated) shall be cleaned 1x per day according to specifications listed under “First and Second Shift Basics”, upon request or as needed.
Third Shift- All areas listed (and others as designated) Will follow specification for Hard Surface “finish” floor and Carpet Cleaning specification
B. CARPENTERS SHOP, OUTSIDE TRAILERS, FIRE STATIONS AND TRAINING FACILITY, HVAC FACILITY AT VALUE RENTAL CAR, SNOW DORM FACILITY, AIRPORT SECURITY SATELLITE OFFICE, AIRSIDE OPERATIONS, GLYCOL BUILDING and TSA/DPD dog kennel facility
First Shift – All areas listed except Fire Stations (and others as designated) shall be cleaned 3 times per week following the specifications listed under “Office Basics”
Second Shift-All areas listed except Fire Stations Will follow specifications listed under “First and Second Shift Basics” upon request or as needed
- Third shift- All areas listed-Will follow specifications for Hard Surface “finish” floor and Carpet Cleaning specifications

3. ESCALATORS; WALKALATORS –ALL AREAS SERVICED	
Note: Primary cleaning of escalators will be on Third Shift. However, persons working in the area of any given set of escalators will be responsible for policing said escalators on a continuous basis, as equipment and traffic flow permits, on First and Second Shifts.	
First and Second Shift	
Dust and/or spray clean the stainless steel ledges/ sills holding the glass partitions on the interior (step side).	1 x per day
Spot clean the glass partitions on the interior (step side).	1 x per day
Police, sweep and mop escalator "on/off" plates (i.e. metal floor plates).	1 x per day
Police, sweep step treads to remove dirt and debris lodged in treads.	3 x per day
Police floors, remove gum, litter, etc., from treads, landing.	3 x per day
Damp mop step treads to remove spills (i.e. coffee, soda pop, etc).	3 x per day
Spray clean/ wipe down under sides of the rubber hand rails to remove dirt and grime.	3 x per day
Third Shift	
Dust and/or spray clean the stainless steel and other horizontal or inclined surfaces or ledges, sills, etc.	Weekly
Wash the rubber hand railing completely.	Weekly
Utilizing an escalator "tread cleaning machine" or steel wire brushes clean the treads of each step to remove dirt, grime, residue, spilled liquids, etc., from grooves in steps and immediate areas.	Monthly
Polish stainless steel side panels on outer housing of escalator to height of seven feet (7') to top of escalator.	Monthly
Wash and/or polish "under side" stainless steel panels on escalator housing.	Semi-Annual
4. PUBLIC RESTROOMS –ALL AREAS SERVICED	
First and Second Shift	
Complete the following tasks twelve times per shift for TE-M5, TW-M6, TW-W8, TE-W7, TE-M23, TE-W21, TW-M22, TW-W24, AE-M5, AE-W6, AW-M3, AW-W4, AW-W2, AW-M1, BW-M7, BW-W8, BW-W6, BW-M5, BW-W4, BW-M3, BW-W2, BW-M1, BE-M9, BE-W10, BE-M11, BE-W12, BE-M13, BE-W14, BE-M15, BE-W16, CE-W6, CW-M5, CW-W4, AND CW-M3 restrooms and eight times per shift all other restrooms, EXCEPT CUSTOMS where tasks will be performed once per shift or as often as access is granted. The restroom cleaner must wear rubber gloves and safety glasses while completing the assigned work. After completion of work, gloves should be removed and hands thoroughly washed. If gloves have contacted potentially infectious materials they should be discarded.	
Police floors, pick up all loose trash and debris in the restroom and place in the appropriate waste disposal container.	12 / 8 x per shift
Empty trash receptacles and sanitary napkin disposal boxes by removing liners and dispose of in waste bag. Replace with a new liner.	12 / 8 x per shift
Re-supply towels, tissue, seat covers and hand soap. Be sure that all dispensers are full. Clean all dispensers on a daily basis to avoid buildup of soap and film.	12 / 8 x per shift

4. PUBLIC RESTROOMS –ALL AREAS SERVICED	
First and Second Shift	
Clean the inside surfaces of commodes and urinals as needed with a bowl mop and bowl cleaner. Pay special attention to cleaning under the rims and corners of commodes and urinals.	12 / 8 x per shift
Clean the outside surfaces of the commodes and urinals, as needed, with disinfectant cleaner. Be sure to clean under the bowls and bottoms of the urinals. All metal and chrome should be polished with a clean, soft cloth. Pay special attention to the cleaning of walls and partitions adjacent to commodes and urinals. Clean and dry both sides of the toilet seats and leave them in an upright position.	12 / 8 x per shift
Clean sinks as needed with a disinfectant cleaner; liquid cleanser may be used as needed. Pay special attention to the chrome fixtures. Make sure that all pipes are cleaned daily.	12 / 8 x per shift
Clean all stainless steel and partitions as needed with water and/or wipe clean with a soft dry cloth. Remove any graffiti, stickers, etc.	12 / 8 x per shift
Clean mirrors as needed.	12 / 8 x per shift
Dust all surfaces, including tops of partitions, as needed.	12 / 8 x per shift
Restroom floors should be spot mopped as needed using a cleaner disinfectant solution. All areas inaccessible to the mop must be hand scrubbed. Any gum, stickers, graffiti, etc., should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.	12 / 8 x per shift
Third Shift	
<i>Close the restroom to the general public for deep clean.</i> The restroom cleaner must wear rubber gloves and safety glasses while completing the assigned work. After completion of work, gloves should be removed and hands thoroughly washed. If gloves have come in contact with any potentially infectious materials they should be discarded.	
Pick up all loose trash and debris in the restroom and place the waste into the appropriate waste receptacle.	3 x per shift
Empty trash receptacles and sanitary napkin disposal boxes by removing liners and dispose of in waste bag. Wash the trash container if needed. Replace with a new liner.	3 x per shift
Re-supply towels, tissue, seat covers and hand soap. Be sure that all dispensers are full. Clean all dispensers on a daily basis to avoid buildup of soap and film.	3 x per shift
Clean the inside surfaces of all commodes and urinals with a bowl mop and bowl cleaner. Pay special attention to cleaning under the rims and corners of commodes and urinals.	2 x per shift

Clean the outside surfaces of the commodes and urinals with disinfectant cleaner. Be sure to clean under the bowls and bottoms of the urinals. All metal and chrome should be polished with a clean, soft cloth. Pay special attention to the cleaning of walls and partitions adjacent to commodes and urinals. Clean and dry both sides of the toilet seats and leave them in an upright position.	2 x per shift
Clean sinks with disinfectant cleaner; liquid cleanser may be used as needed. Pay special attention to the chrome fixtures. Make sure that all pipes are cleaned daily.	2 x per shift
Clean all stainless steel and partitions as outlined in the handout regarding stainless steel. Remove any graffiti, stickers, tape, etc.	2 x per shift
Clean mirrors.	2 x per shift
Dust all surfaces, including high dusting of partitions and vents. This includes dusting of all door jams and hinges.	1 x per shift
Clean out floor drains as needed and pour water down them to keep them from drying out.	1 x per shift
Restroom floors should be mopped thoroughly using a cleaner disinfectant solution. All areas inaccessible to the mop must be hand scrubbed. Any gum or stickers should be removed. Disinfectant cleaner should be changed periodically to ensure that floors are not being cleaned with dirty water. At the end of the shift, mop heads should be cleaned and stored so that they will dry; mop heads should be replaced as needed.	1 x per shift
Any damaged, broken and/or missing items must be reported to Supervisor immediately.	1 x per shift
At the end of shift all items are to be properly stored and the janitor closet is to be left neat and clean.	1 x per shift
Clean out floor drains as needed and pour water down them to keep them from drying out.	1 x per shift
Vacuum the entrance walls, all ceiling vents, diffusers, and return air grills.	2 x per week
Completely wash down partitions with a disinfectant solution and towel dry.	2 x per week
Completely wash down exterior portions of commodes and urinals with a disinfectant solution and towel dry.	2 x per week
Cover all mechanical dispensers with liquid resistant material. Wash and dry all ceramic tile walls with disinfectant solution.	2 x per week
Machine scrub all ceramic tile floors with disinfectant solution.	Monthly
Dust and wash tops of light fixtures not recessed in ceiling.	Monthly
Dust and wash the interior side of light lenses where applicable.	Semi-Annually

5. NON-PUBLIC RESTROOMS	
First Shift – Shall be cleaned 2x per shift according to cleaning specifications listed under “Public Restrooms First and Second Shift”.	
Second Shift – Shall be cleaned 2x per shift according to cleaning specifications listed under “Public Restrooms First and Second Shift”.	
Third Shift – Shall be cleaned 1x per shift according to cleaning specifications listed under “Public Restrooms Third Shift”.	
6. JET BRIDGES	
Third Shift	
Spot Wash and dry all doors, rails and walls. Graffiti may be removed with approved chemical.	1 x per shift
Pick up any obvious trash on the floor.	1 x per shift
Sweep and thoroughly mop all rubber mat type floor and gutters where the rollers sit, paying special attention to all corners and edges.	1 x per shift
Remove gum, stickers, etc. from all surfaces	1 x per shift
Dust all light fixtures, horizontal ledges and the bridge console area.	1 x per shift
Vacuum all carpeted floor thoroughly areas along edges, corners and other hard to reach areas or areas inaccessible with upright.	1 x per shift
Shampoo carpet	Every 2 weeks
7. STAIRWELLS –ALL AREAS SERVICED /FROM MEZZANINE TO RAMP LEVEL	
First and Second Shift	
Clean all doors, rails and walls. Graffiti may be removed with approved chemical.	1 x per day
Sweep and dust mop floors, paying special attention to all corners and edges. After sweeping, mop all floor surfaces.	1 x per day
Dust all vents.	1 x per day
Police floors, remove gum, stickers, tape, etc., from all surfaces.	1 x per day
Dust all light fixtures and horizontal ledges.	1 x per day
Third Shift	
Dust and/or vacuum all horizontal and inclined surfaces within arms reach (i.e. ledges, steel I-beam, tops of fire extinguishers, tops of light fixtures, etc.).	Weekly
Thoroughly wet mop floors/steps.	Weekly
Dust and/or vacuum vertical surfaces (i.e. walls) to a height of 8' from each step and landing.	Quarterly
Wash all painted structural steel (i.e. i-beams, steel railings, etc).	Quarterly
Wash fire extinguisher, holding bracket, etc.	Quarterly
Vacuum and/or wash any ductwork, conduit, pipes, vents and grills.	Quarterly
Wash all painted walls.	Semi-Annually
Wash the tops, sides, interior and exterior lens cover, reflector portion, etc., of light fixtures.	Semi-Annually

8. ELEVATORS –ALL AREAS SERVICED	
Complete the following two times per shift on First and Second Shift and once per shift on Third Shift.	
Sweep, dust mop and/or vacuum elevator floors.	2/1 x per shift
Damp/ wet mop elevator floors.	2/1 x per shift
Spot wash elevator walls to remove smudges, finger prints and/or other foreign substances. Polish dry.	2/1 x per shift
Clean stainless steel with water and a clean cloth.	2/1 x per shift
Sweep, brush or vacuum elevator tracks to remove dirt and debris.	2/1 x per shift
Spot wash elevator doors and clean stainless steel.	2/1 x per shift
Wash down elevator doors inside and out, towel dry.	Weekly
Wash elevator tracks, towel dry.	Weekly
Wash down elevator walls, towel dry.	Weekly
Machine scrub and recoat hard surface floors with a minimum of (2) two coats of floor finish.	Quarterly
Wet/dry vacuum any liquids in elevator pits; handle appropriately under all required environmental guidelines. Any and all liquids removed from the elevator pits must be directly placed into provided appropriate containers.	Per Request ~Quarterly
9. CUSTOMS AND INTERNATIONAL (OFFICES, RECEIVING, MAINTENANCE, BAGGAGE, AND COMMON AREAS)	
First and Second Shift – All areas listed shall be cleaned 1x per shift (or upon request) using the specifications listed under “First and Second Shift Basics”.	
Third Shift – All areas listed shall be cleaned 1x per shift (or upon request) using the specifications listed under “Third Shift Basics”.	
10. 4th level TERMINAL/A.O.B. AND CONCOURSES RAMP/APRON LEVEL LOADING DOCKS/ HALLWAYS/ PARKING/ GARAGE/ COMMON AREAS/CORRIDORS	
First and Second Shift	
Collect trash from waste receptacles (dumpsters excluded) and remove to a designated area. Replace liner. Clean the inside of the container if needed.	1 x per shift
Police for debris.	1 x per shift
Clean ashtrays, change sand as necessary.	1 x per shift
Sweep dock areas, vehicle drive in, truck parking areas. Remove foreign substances from floors. Oil puddles to be covered with an oil absorbent type product to facilitate sweeping up of oil.	1 x per shift
Wet wipe hand rails and other railing.	1 x per shift
Brush off guard rails in front of block glass.	1 x per shift
Spot wash doors and door frames to A.O.B., weather/temperature permitting.	Weekly
Sweep walkway areas.	Weekly
Machine scrub oil spots with a degreasing agent (temperature permitting).	Weekly
Damp wipe lighting units hanging down over dock (truck unloading lights).	Bi-Monthly
Machine scrub A.O.B. dock (weather/temperature permitting).	Monthly

10. 4th level TERMINAL/A.O.B. AND CONCOURSES RAMP/APRON LEVEL LOADING DOCKS/ HALLWAYS/ PARKING/ GARAGE/ COMMON AREAS/CORRIDORS	
Wash painted walls on dock up to a height of 8'.	Monthly
Wash doors from dock to maintenance area.	Quarterly
Brush/vacuum and wash louvers/grills on the vertical part of dock.	Quarterly
Dust/brush/vacuum heating units hanging over dock.	Quarterly
Vacuum the air return, exhaust outtake and other ventilating grills protruding from over head ductwork.	Annually
Third shift Machine scrub concrete floors/Seal concrete floors listed in (10.)	Daily/Quarterly
11. SIDEWALKS, ISLANDS, ENTRY AREAS, AND WALK RAMPS TO PARKING	
First and Second Shift	
Dust or damp wipe all signage.	1 x per shift
Spot clean the exterior of trash receptacles.	2 x per shift
Spot clean all building and furniture surfaces.	2 x per shift
Remove gum, stickers, tape, etc.	2 x per shift
Sweep and police all sidewalk, stair, and floor areas to remove litter.	2 x per shift
Sweep and police between doors, sweep out all entrance areas.	2 x per shift
Empty all trash receptacles and replace liners. Empty all ashtrays and clean ashtrays with general purpose cleaner.	4 x per shift
Third Shift	
Spot clean the exterior of trash receptacle as needed.	1 x per shift
Clean all walls, handrails and building surfaces daily.	1 x per shift
Sweep all sidewalk, stair, and floor areas to remove litter.	1 x per shift
Sweep between doors and sweep out all entrance areas.	1 x per shift
Dust and/or damp wipe all signage.	1 x per shift
Vacuum all floor mats.	1 x per shift
Remove all gum, stickers, tape, etc.	1 x per shift
Empty all trash receptacles and replace liners. Empty all ashtrays and clean with a general purpose cleaner..	2 x per shift
Wash down all doors, door jambs and kick plates to remove grime and other soil.	Semi-Annually
12. TRAIN TUNNEL CLEANING	
Third Shift	
Sweep and mop all tunnel emergency exits. Dust all surfaces at each emergency exit.	Semi-Annually

13. Triturators A,B & C concourse A-32, A-48, B-28, B-46 & C-48 ramp level Triturators locations	2 x per shift
First shift Clean sink and stock paper towel and soap dispensers	
Second shift Clean sink and stock paper towel and soap dispensers	
14. Trash chute rooms & Ramp level trash/recycling compactor rooms	2 x per shift
First Shift Monitor all trash and recycling compactor rooms on ramp level, pick up all waste on floor and place in compactor as needed	
Second Shift Monitor all trash and recycling compactor rooms on ramp level, pick up all waste on floor and place in compactor as needed	
Third Shift Monitor all trash and recycling compactor rooms on ramp level, pick up all waste on floor and place in compactor.	1x per shift
15. Artwork A& B concourse center core	Every 3wks and/ or requested
Third Shift Dust and/or damp mop all horizontal and inclined surfaces within arms reach	
16. Unscheduled Work	
All Shifts	
DIA will require the Contractor to perform Unscheduled Work. Unscheduled Work means work that is needed due to emergency or unexpected occurrences, and exceeds the scope of the regular, recurring scheduled janitorial services. For example requested cleaning services, water pick up as a result of major overflow of back up plumbing, roof leak, busted pipes, etc	Per Occurrence

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PERIODIC HARD FLOOR AND CARPET CARE

NATURAL / STONE FLOORS:

Area	Work to Be Performed	Frequency
Main Terminal		
East Ticket	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
West Ticket	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
North End Connector	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
Bridges	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
East Baggage	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
West Baggage	Acid Wash and Machine Scrub with Lithofin SCS	2 x Month
Great Hall	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
A Concourse		
A Concourse Train Station	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
A Concourse Ramp Level	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
B Concourse		
B Concourse Train Station	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
B Concourse Ramp Level	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
C Concourse		
C Concourse Train Station	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
C Concourse Ramp Level	Acid Wash and Machine Scrub with Lithofin SCS	Monthly
C Concourse - Center Core - Concourse Level	Acid Wash and Machine Scrub with Lithofin SCS	Monthly

HARD SURFACE “FINISH” FLOORS:

Area	Work to Be Performed	Frequency
Main Terminal		
Great Hall Center	Machine Scrub and Recoat (2 coats finish)	Monthly
Great Hall Center	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
A Concourse		
Ramp level	Machine Scrub and Recoat (2 coats finish)	Quarterly
Ramp level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Center Core - Concourse Level	Machine Scrub and Recoat (2 coats finish)	Every 6 weeks
Center Core - Concourse Level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Subcore - Concourse Level	Machine Scrub and Recoat (2 coats finish)	Every 6 weeks
Subcore - Concourse Level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
B Concourse		
Ramp level	Machine Scrub and Recoat (2 coats finish)	Quarterly
Ramp level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Center Core - Concourse Level	Machine Scrub and Recoat (2 coats finish)	Monthly
Center Core - Concourse Level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Subcore - Concourse Level	Machine Scrub and Recoat (2 coats finish)	Monthly
Subcore - Concourse Level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
C Concourse		
Ramp level	Machine Scrub and Recoat (2 coats finish)	Quarterly
Ramp level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Subcore - Concourse Level	Machine Scrub and Recoat (2 coats finish)	Every 6 weeks
Subcore - Concourse Level	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Non-Specified Areas		
Public Areas	Machine Scrub and Recoat (2 coats finish)	Every 8 weeks
Public Areas	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually
Non- Public Areas	Machine Scrub and Recoat (2 coats finish)	Quarterly
Non-Public Areas	Machine Strip, Seal, Finish (2 coats seal, 3 coats finish)	Annually

CARPET CLEANING:

AREA	TYPE OF WORK TO BE PERFORMED	SCHEDULED FREQUENCY
MAIN TERMINAL:		
6TH LEVEL EAST ENTRANCES	Low Moisture Extraction	Every 2 weeks
6TH LEVEL WEST ENTRANCES	Low Moisture Extraction	Every 2 weeks
5TH LEVEL EAST ENTRANCES	Low Moisture Extraction	Every 2 weeks
5TH LEVEL WEST ENTRANCES	Low Moisture Extraction	Every 2 weeks
EAST ELEVATOR LOBBIES 1 - 6	Low Moisture Extraction	Monthly
WEST ELEVATOR LOBBIES 1 - 6	Low Moisture Extraction	Monthly
CUSTOMS CAROUSEL AREA	Low Moisture Extraction	Monthly
A CONNECTOR	Low Moisture Extraction	Every 2 weeks
EAST SIDE BAGGAGE	Low Moisture Extraction	Every 2 weeks
WEST SIDE BAGGAGE	Low Moisture Extraction	Every 2 weeks
EAST PHONE BANKS	Low Moisture Extraction	Monthly
WEST PHONE BANKS	Low Moisture Extraction	Monthly
GREAT HALL SOUTH	Low Moisture Extraction	Every 2 weeks
GREAT HALL NORTH	Low Moisture Extraction	Every 2 weeks
AOB LOBBIES AND HALLS	Low Moisture Extraction	Every 2 weeks
A CONCOURSE:		
CENTER CORE MEZZANINE	Low Moisture Extraction	Monthly
CONCOURSE 1 EAST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 1 WEST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 2 EAST	Low Moisture Extraction	Monthly
HOLD ROOMS EAST	Low Moisture Extraction	Monthly
HOLD ROOMS WEST	Low Moisture Extraction	Monthly
JETWAYS	Low Moisture Extraction in Summer / Dry Clean in Winter	Every 2 weeks
RAMPS / LOWER BRIDGE	Low Moisture Extraction	Every 2 weeks
RAMPS / UPPER BRIDGE	Low Moisture Extraction	Monthly
COMMUTER GATES	Low Moisture Extraction	Every 2 weeks

B CONCOURSE:		
CENTER CORE MEZZANINE	Low Moisture Extraction	Monthly
CONCOURSE 1 EAST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 1 WEST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 2 EAST	Low Moisture Extraction	Monthly
CONCOURSE 2 WEST	Low Moisture Extraction	Monthly
CONCOURSE 3 EAST	Low Moisture Extraction	Monthly
CONCOURSE 3 WEST	Low Moisture Extraction	Monthly
SUBCORE/MEZZANINE AREAS	Low Moisture Extraction	Quarterly
HOLD ROOMS EAST	Low Moisture Extraction	Monthly
HOLD ROOMS WEST	Low Moisture Extraction	Monthly
JETWAYS	Low Moisture Extraction in Summer / Dry Clean in Winter	Every 2 weeks
COMMUTER GATES	Low Moisture Extraction	Every 2 weeks
C CONCOURSE:		
CONCOURSE 1 EAST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 1 WEST	Low Moisture Extraction	Every 2 weeks
CONCOURSE 2 EAST	Low Moisture Extraction	Monthly
CONCOURSE 2 WEST	Low Moisture Extraction	Monthly
HOLD ROOMS EAST	Low Moisture Extraction	Monthly
HOLD ROOMS WEST	Low Moisture Extraction	Monthly
JETWAYS	Low Moisture Extraction in Summer / Dry Clean in Winter	Every 2 weeks
Non- Specified public areas	Low Moisture Extraction	Every 2 months
Non- Specified, non - public areas	Low Moisture Extraction	Semi-annually
Office areas	Low Moisture Extraction	Semi-annually

F.40.jj TOOLS AND EQUIPMENT CAPABILITY:

All of the equipment listed below should be in new (purchased or leased in the last 6 months) condition. The following “TOOLS and EQUIPMENT LIST” shall be included in submittal. The total quantities shall include all areas: Main Terminal, Concourse A., Concourse B., and Concourse C. The City reserves the right to approve or disapprove any “Approved Alternate” prior to execution of the contract

RECOMMENDED TOOLS AND EQUIPMENT LIST

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
TWO-WAY RADIOS	TWO-CHANNEL, THAT NEEDS TO BE EDACS CAPABLE IN THE 800 MHZ FREQUENCY BAND , RAPID CHARGE, 2 BATTERIES PER RADIO	40			
BASE RADIO	FOR ABOVE SYSTEM	1			
RADIO CHARGERS	RAPID CHARGE, 6 BATTERY CAPACITY	8			
TENNANT T16 RIDING FLOOR SCRUBBER	35 GAL., 36" CLEANING PATH RIDING FLOOR SCRUBBER W/RECYCLING SOLUTION SYSTEM	3			
EXTRA BATTERY TRAY FOR 7200 SCRUBBER	EXTRA BATTERY TRAY, W/ BATTERIES, FOR SCRUBBER TO ALLOW FOR 6+ HOURS RUN TIME	4			
TENNANT 5700 F.A.S.T. FLOOR SCRUBER	30 GAL., 32" SELF-PROPELLED FLOOR SCRUBBER W/ F.A.S.T. SYSTEM	5			
PDK PROPANE BURNISHER	17 HP, 27" PAD	8			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
EXTRA PROPANE TANKS FOR ABOVE	PROPANE STORAGE TANKS	12			
TENNANT 7100 RIDING FLOOR SCRUBBER	28" RIDING FLOOR SCRUBBER	3			
GENIE GR-20	LIFT	2			
WET-DRY VACUUM	SELF-CONTAINED 15 GAL. W/SQUEEGEE	2			
PRO-TEAM SUPER COACH –VAC BACKPACK VACUUM CLEANER	12.5 QT. BAG, 11.2 AMP, W/TOOLS	28			
TENNANT 3120 UPRIGHT VACUUM CLEANER	15" UPRIGHT W/ ON-BOARD TOOLS	30			
TENNANT 750 SELF-CONTAINED RESTROOM CLEANER	SELF-CONTAINED (SPRAY, SCRUB, RINSE, DRY) RESTROOM CLEANING SYSTEM	10			
TENNANT 6100 RIDING SWEEPER	36" BATTERY- POWERED DUAL-BRUSH RIDING SWEEPER/VACUUM	6			
EXTRA BATTERY TRAY FOR 6100 SWEEPER	EXTRA BATTERY TRAY, W/ BATTERIES, TO ALLOW FOR 6+ HOURS RUN TIME	6			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
CIMEX ESCALATOR CLEANER	ELECTRIC WIRE BRUSH ESCALATOR CLEANER W/VACUUM	6			
WASCOMAT JUNIOR W25 WASHING MACHINE	FRONT-LOADING, HI-CAPACITY, HEAVY-DUTY WASHER	2			
G.E. XL INDUSTRIAL DRYER	FRONT-LOADING HI-CAPACITY HEAVY-DUTY DRYER	2			
14-GAUGE, 3-WIRE, 50' EXTENSION CORD	HEAVY-DUTY W/MOLDED PLUG	100			
RUBBERMAID 1/2 CUBIC YARD TILT TRUCK	4-WHEEL MINIMUM 1000 LB. CAPACITY	9			
HEAVY-DUTY 8 BUSHEL LAUNDRY CART	4-WHEEL W/SPRING-LOADED PLATFORM	5			
RUBBERMAID 1 CUBIC YARD TILT TRUCK	4-WHEEL 1000LB CAPACITY	12			
RUBBERMAID 4-WHEEL PLATFORM CART #RCP4441GRA	30" X 60" PLATFORM CART	12			
RUBBERMAID RESTROOM CLEANING CART, #6173-GY	RESTROOM CLEANING CART – Must be marked “Sterile Area ” and Public Area	60			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
RUBBERMAID BRUTE 44 GAL. BARREL, #4444GY	MOBILE TRASH CONTAINER – Must be marked “Sterile Area ” and Public Area	70			
RUBBERMAID BRUTE DOLLY #3255	CASTER BASE FOR BRUTE BARREL	70			
RUBBERMAID MOP BUCKET #7570 WITH MOP WRINGER#6127 COMBO	32 QT. MOP BUCKET W/DOWNWARD PRESS WRINGER	90			
LAMBDA 5- CONE/CHAIN SIGN SYSTEM	ENCLOSED BARRIER SYSTEM FOR FLOOR WORK	100			
RUBBERMAID 4- SIDED 37" WET FLOOR" SIGN #RCPS114-77	EXTENDED VISIBILITY SIGN W/SIDE STABILIZERS	100			
RUBBERMAID 4- SIDED 37" "CLOSED" SIGN, MULTI-LINGUAL, #RCP-614-78	EXTENDED VISIBILITY SIGN W/SIDE STABILIZERS	100			
RUBBERMAID 9511 BARRICADE SYSTEM,	BARRICADE SYSTEM	30			
15' FIBERGLASS STEPLADDER		6			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
10' FIBERGLASS STEPLADDER		6			
3' WOOD STEPLADDER		6			
CARTS AND APPROPRIATE WASTE COLLECTION CONTAINERS (See <i>Environmental Requirements</i>)					
TENNANT 2100 SERIES FLOOR MACHINE	20" BUFFING/SCRUBBING MACHINE	8			
KING COBRA 1200PRO	PROPANE-POWERED, HEATED CARPET CLEANING SYSTEM W/ ALL ACCESSORIES	4			
TENNANT 1610 READY-SPACE CARPET CLEANER	21 GAL., 22" SELF-PROPELLED CLEANER W/ "FAST-DRY" TECHNOLOGY	6			
TENNANT 1000 CARPET SPOTTER	2 GAL. XTRACTOR W/ ALL ACCESSORIES	5			
TENNANT 1100 CARPET CLEANER	15 GAL., SELF-CONTAINED EXTRACTOR W/ ALL ACCESSORIES	5			
PUMP SPRAYER	STAINLESS STEEL, 6 GAL., CART-MOUNTED	10			
GLS DRY CARPET CLEANER	DRY CARPET CLEANING SYSTEM	11			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL Qty.	Approved Alternate-Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
TENNANT 250 CARPET DRYER	3-SPEED ADJUSTABLE AIR MOVER	24			
CIMEX CR76DF 30 " Cement, marble, terrazzo and stone floor planetary finishing machine.		2			
Marble, granite, etc., edge grinder.		1			
TENNANT 3640 SWEEPER	BATTERY-POWERED 32" WALK-BEHIND SWEEPER	2			

VEHICLES (RECOMMENDED CAPACITY ONLY)

Required vehicle capacity and capability for snow removal and recycling not listed herein; the Contractor shall provide at least two vehicles beyond those listed in this section for recycling, snow removal and supervisory inspections of snow removal.

EQUIPMENT DESCRIPTION / SPECIFICATIONS		TOTAL
18' CUBE VAN, W/RAMP AND LIFT GATE		1
1/2 TON FULL SIZE PICKUP TRUCK, LONG BED, CREWCAB		2
PASSENGER VAN	MINIMUM 5-PERSON CAPACITY	1
GOLF CART W/ EXTENDED ENCLOSED PLATFORM	BATTERY-POWERED CART W/6' PLATFORM AND SIDE PANELS	2

SUGGESTED OFFICE, STORAGE AND REPAIR EQUIPMENT

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL	Approved Alternate- Manufacturer	Approved Alternate- Model No.	Equipment Years In Service
TELEPHONE SYSTEM	FOUR LINE PHONE SYSTEM FOR USE IN MAIN OFFICE, NUMBER OF TELEPHONES REQUIRED	15			
TELEPHONE SYSTEM	TWO LINE PHONE SYSTEM FOR OFFICES ON EACH CONCOURSE, NUMBER OF TELEPHONES REQUIRED	3			
COMPUTERS	MINIMUM 4 GB RAM, 2.5-3.0 GHZ SPEED, 200-300 GB HARD DRIVE WITH MULTI- FUNCTION DISK DRIVE, WINDOWS 7 & EXPLORER 8 , MUST INCLUDE MONITOR AND PRINTER	18			
SERVER	NETWORK SERVER, W/ TAPE DRIVE AND 160 GB STORAGE CAPACITY	1			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL	Approved Alternate-Manufacturer	Approved Alternate-Model No.	Equipment Years In Service
NETWORK ROUTER / FIREWALL	MINIMUM 15 - USER CAPACITY	1			
TIMEKEEPING SYSTEM	S.A.P. COMPUTERIZED TIMEKEEPING SYSTEM OR EQUIVALENT	1			
TIME CLOCKS	FOR ABOVE SYSTEM	4			
DIGITAL CAMERA	MINIMUM 4.0 MEGAPIXEL	4			
COPIER	SHARP AR-M450N+ W/ NETWORK PRINTING AND FAX CAPABILITY	1			
COPIER	PRINT / COPY / FAX CAPABILITY	3			
DESKS	TWO-PEDESTAL, LOCKING	23			
DESK CHAIR	HEIGHT-ADJUSTABLE W/CASTERS	23			
SIDE CHAIR	PADDED W/OUT CASTERS	31			
CONFERENCE TABLE	8', RECTANGULAR	1			
FILE CABINET	4-DRAWER, LETTER SIZE, LOCKING	29			
FILE CABINET	2-DRAWER, LETTER SIZE, LOCKING	7			
EMPLOYEE LOCKERS	2-TIER, 72" X 15" OVERALL	70			
STORAGE CABINETS	MINIMUM 5-SHELF, 48"WIDE, 24"DEEP, 72" HIGH	10			

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS	TOTAL	Approved Alternate-Manufacturer	Approved Alternate-Model No.	Equipment Years In Service
SPILL CONTAINER	PLATFORM SPILL CONTAINMENT, 27" X 27" MINIMUM	20			
SPILL KITS	BATTERY SPILL KITS	4			
PROPANE STORAGE CABINET	MINIMUM CAPACITY 12 TANKS	2			
REFRIGERATOR	FULL-SIZE W/FREEZER	5			
AIR COMPRESSOR	MINIMUM 5 HP, 140 PSI 115 VOLTS	1			
WORKBENCH	60" X 24" MINIMUM, W/ DUAL PEDESTALS	1			
TOOL SET	PROTO 618 PC. FRACTIONAL / METRIC MASTER SET W/ MOBILE CART OR EQUIVALENT	1			
TOOL SET	PROTO 163 PC. INTERMEDIATE SET W/ TOP CHEST OR EQUIVALENT	1			

MISCELLANEOUS SMALL TOOLS... IN ADDITION TO THE ABOVE-LISTED ITEMS, The Following Items Should Be Provided In Sufficient Amounts To Be Accessible To All Janitorial Employees.

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS
36" HANDLE PLASTIC LOBBY DUSTPAN	
SYNTHETIC LOBBY BROOM	

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS
24" PUSH BROOM	
3M FLAT MOP SYSTEM	MINIMUM 10 HEADS PER MOP HANDLE, MINIMUM 48 MOP HANDLES
12" SYNTHETIC ANGLED BROOM	
20 OZ. BLEND MOP W/ QUICK-CHANGE FIBERGLASS HANDLE	
20 OZ. RAYON MOP W/ QUICK-CHANGE FIBERGLASS HANDLE	
36" SYNTHETIC TACK MOP W/ FRAME AND HANDLE	
RAPIDO FLAT DUST / WASH SYSTEM W/ ALUMINUM HANDLE	
WALL WASHING KIT	
STEEL WOOL	
PAD, BROWN	
PAD, BLACK	
PAD, WHITE	
PAD SWIVEL HOLDER	
PAD HANDBLOCK	
36" THREADED WOOD POLE W/ METAL TIP	
DISPOSABLE NITRILE GLOVES	

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS
NON-DISPOSABLE LATEX GLOVES	
DUST / MIST MASKS	
DISPOSABLE COVERALLS	
CELLULOSE SPONGE W/GREEN SCRUB BACKING	
PUTTY KNIFE	
GROUT BRUSH	
GONG BRUSH	
WIRE BRUSH	
SAND SIFTER / STRAINER	
48" - 72" LAMBSWOOL EXTENSION DUSTER	
12' TELESCOPING ALUMINUM POLE	
12" WINDOW SQUEEGEE	
36" FLOOR SQUEEGEE, NEOPRENE TYPE	
HUDSON-TYPE PUMP SPRAYER	
5-GALLON PLASTIC BUCKET	
4" RAZOR-TYPE SCRAPER	
RAZOR BLADE SCRAPER	
STOOL MOP W/HOLDER	

EQUIPMENT TYPE	EQUIPMENT DESCRIPTION / SPECIFICATIONS
SHOP TOWELS, COTTON, NON-DISPOSABLE TYPE	
FIRST AID SUPPLIES	
SAFETY GLASSES	
SAFETY GOGGLES	

F.41 STORAGE SPACE:

The Contractor shall store its supplies, materials and equipment in storage areas and janitorial closets designated by the Airport. The Contractor agrees to keep these areas in a neat, orderly and clean condition at all times and to comply with applicable fire regulations. Space in the Airport facility furnished to the Contractor as storage, supply or janitorial closet space must be cleaned and maintained by the Contractor to the approval of the contract administrator or her/his representative. The City will not be responsible in any way for the supplies, materials, equipment, etc., in these areas that may be damaged or lost by fire, theft, accident, other conditions or circumstances. Any such janitorial storage rooms are to remain closed and will be equipped with doors and locks. Locks, if not already installed will be furnished and installed by the City.

F.42 SUPERVISORS:

The Contractor shall provide trained, qualified Supervisors acceptable to the contract administrator.

Supervisors shall possess the ability to pass certain knowledge and performance tests as may be required by the Airport. Supervisors shall meet, at minimum, the following qualification: 3 years experience supervising in the janitorial service industry, preferably in a 24 hour per day, 365 day per year operation. Resume of the Contractor's Supervisors must be provided to the contract administrator or her/his representative prior to start of work.

F.43 SUPPLIES FURNISHED BY THE CITY:

The City shall provide and pay for all the following items to be used on premises:

Paper towels for dispensers

Towels for dispensers at the Cab/Limo Restroom Annex at Ground Transportation

Toilet tissue for dispensers

Toilet seat liners for dispensers

Hand soap for dispensers

Hand lotion for dispensers

Order neutralizer/ fragrance refills

Wax paper bags for sanitary napkin receptacles

Waste receptacle liners for the large receptacles at the facility

Vendor is responsible, unless otherwise directed by the contract administrator, of monitoring supply inventory of paper product, hand soap, sanitary supplies, etc. Vendor shall advise, via email, when the stock is at a two week supply level, when re-ordering of such products are necessary and for which locations, if applicable. Vendor shall provide re-stocking of said items upon receipt of order.

DIA currently purchases annually the following amount of Trash Can Liners: 120 cases of 24 X 33 with 1,000 liners in each case.

Any and all additional products purchase by the Vendor shall not be reimbursed.

Vendor shall supply any and all items that are NOT specified in the above list. The contract administrator shall have final approval on all supplies furnished by the Vendor.

F.44 TELEPHONE SERVICE:

The Contractor will provide its own telephone service.

F.45 TIME CLOCKS:

The Contractor shall provide and install a computerized time recording system for all employees. The Contractor shall require all employees to use time cards and time clocks to record their daily time worked. The contract administrator shall define the time clock locations. Time Clock shall have the capacity to track and report snow removal hours separately.

The computerized time recording system shall have the ability to record time and produce timekeeping reports necessary for the completion of all reports needed to verify all prevailing wage requirements by the Auditor of the City and County of Denver.

F.46 TRAINING:

The Contractor shall provide each employee used in the performance of work under this Contract with adequate training to perform the work safely and competently as defined. The Contractor will be required to hold weekly training for custodial employees, supervisors and managers. Additionally, the Contractor shall hold quarterly management training for all managers and supervisors.

At its option, the City may elect to provide the Contractor with training materials for presentation and/or distribution by the Contractor to employees performing work under this Contract. These materials shall remain the sole and exclusive property of the City and shall not be removed.

The Contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the contract administrator or her/his representative on the first business day of each month or in advance upon her/his request. The contract administrator or her/his representative may, from time to time, monitor the conduct of such training classes.

At a minimum, each employee performing the work shall attend the following classes prior to or within the first two weeks of employment and again each successive six month period:

- General Orientation
- Introduction to Assignments
- Chemicals
- OSHA and Hazcom Training
- Bloodborne Pathogen Training
- Tools and Equipment
- General Procedures
- Restroom Cleaning and Disinfection
- Common Mistakes
- Floor Care

Waste Disposal –Recycling
Handheld Radio Training - as necessary

At a minimum, each supervisor and manager performing the oversight shall also attend the following class prior to or within the first two weeks of employment and again each successive six month period:

Supervisory Techniques and Updates

Each Friday by 3:00 p.m., the Project Manager or his/her designee shall prepare and provide to the contract administrator, a written schedule of training classes to be conducted the forthcoming week. The schedule shall define the dates, times, locations, and content for each class.

Documentation of all training shall be supplied to the contract administrator on a quarterly basis.

F.47 UNIFORMS:

All of the Contractor's employees shall be uniformed properly and be neat and clean in their appearance. No deviations in accessories to the uniforms will be permitted. Cost of the uniforms will be the Contractor's responsibility. This can include all types of shirts, smocks, pants, slacks, field jackets, coats, hats, gloves, rain/ snow gear, boots/ shoes, and sufficiently protective clothing including goggles and masks. The Contractor's employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and shall wear Airport ID badges at all times while at the Airport.

The contract administrator will approve uniforms. Each uniform order, or set of orders, must be so approved in advance. The style of all Contractor staff uniforms must be approved by the contract administrator in advance of their use. The Contractor will submit samples of all intended uniforms to the contract administrator prior to the Proposal opening. The uniform must have the identification insignia of the Contractor.

F.48 VEHICLES:

The Contractor shall provide the necessary vehicle capacity and capability for movement of supplies from vendors onto Airport property and for movement of janitorial workers to outlying areas. The Contractor shall provide all insurance, licenses, bonds, Airport permits, etc. for the vehicle. Any vehicles used in the baggage tunnel must operate on CNG or electricity while in that facility. Electric carts listed for snow removal operations are in addition to the vehicles listed below. Vehicles proposed for use in the Proposal or for approval by contract administrator during the Contract term shall be adequate to assure timely performance of all work and should be similar to those outlined below*:

Late Model crew cab pickup truck
Late Model 4WD crew cab pickup truck
Late Model Cube Van
Late Model van with All-Track option
Electric Golf Cart with bed, capable of carrying a
Load of 1000 lbs. Carryall II (or approved equivalent)
Electric Golf Cart with small bed capable of carrying a load of 500 lbs.

*Required vehicle capacity and capability for snow removal and recycling are included herein.

F.49 WASTE REMOVAL:

All collected trash and recyclable materials must be moved by the Contractor to area(s) designated by the contract administrator. All materials shall be placed in the correct and appropriate receptacle.

F.50 WORK AREAS:

All employees must be at their assigned work areas, ready for work, at the start of their assigned shift and until the designated time of their shift end except for designated breaks, unless relieved by their assigned shift replacement.

F.51 PERFORMANCE MANAGEMENT PLAN:

Contractor's Performance Management Procedures must be detailed and samples of reports, logs, tools, etc., of said performance management should be included in the Proposal. Shift reports, scanning reports, documenting specific work performed during that period and detailing any required reporting and/or problems encountered shall be submitted by the Contractor's supervising staff to the contract administrator. These reports verifying that work has been performed, in the designated location and during the designated period, in an acceptable manner must be signed by Contract Maintenance personnel or the Proposer will not be paid.

Contractor's authorized Manager and designated Supervisory staff shall meet monthly with the contract administrator and/or her/his representative to review Contract Performance.

Contractor equipment and chemicals will be reviewed by Contract Compliance Group on a regular basis to assure compliance and proper function. Contractor will be required to modify, change, and improve equipment and supplies as indicated by these inspections.

F.51.a SNOW REMOVAL SCOPE OF WORK:

Contractor will be responsible for performing snow and ice removal services at Denver International Airport for the areas listed in accordance with the specifications described herein:

- Main Terminal Level 5 and Ramps to Level 5 Parking Decks on East and West sides of Main Terminal (includes walkways, sidewalks and medians adjacent to or extending from the Main Terminal)
- Main Terminal Level 6 on East and West sides of Main Terminal (includes walkways and sidewalks)
- Exterior Stairways located at each of the Main Terminal's (4) four corners (includes all (6) six floors of the Main Terminal building)
- Sidewalks from Parking Deck to Long Term Lots on East and West side of Main Terminal (including tunnels, stairways, ramps and walkways from outlying employee lots).

- Economy Parking Lots on East and West sides of Main Terminal (includes walkways, sidewalks, medians, bus shelters and “entrance/exit gate areas which are above curb line”).
 - East and West Employee Parking Lots (includes walkways, and sidewalks).
 - Landside Employee Parking Lot (includes walkways, sidewalks, medians, bus shelters and “entrance/exit gate areas above curb line”)
 - Airside Parking Area and Bus Terminals (includes building entrance/exit areas, sidewalks, walkways and medians adjacent to Airside Buildings A and B as well as any sidewalks, walkways and medians in the adjacent employee parking lots).
 - Ground Transportation Building and Lots – aka Ground Transportation Holding Lots (includes building entrances, sidewalks, walkways and, medians around buildings and any “entrance/exit gate areas above curb line”).
 - Pikes Peak Lot (includes sidewalks, walkways medians, bus shelters and “entrance/exit gate areas above curb line”).
 - *Mt. Elbert Lot (includes sidewalks, walkways medians, bus shelters and “entrance/exit gate areas above curb line”).
-
- TSA/DPD Dog kennel Building area sidewalks adjacent to the Carpenter shop

*This Lot may be not need to be serviced at the same frequency or level as Pikes Peak Lot. The City will advise contractor of contractor’s need to service said lot based on snow removal priorities, the number and nature of vehicles in said parking lot etc.

- Other duties as assigned by Denver International Airport Snow Management.

Specifications:

Contractor will use hand shovels, motorized snow brushes and snow blowers of various sizes to clear snow from sidewalks, walkways, building entrances, medians, ramps, tunnels and other areas as listed above. Contractor will endeavor to shovel, brush or blow snow 1ft from curb. Contractors duties will include the spreading of ice-melt (provided by the City) in the areas listed above.

Note:

The City has occasionally required the spreading of ice-melt “prior to the on- set” of a snow storm or other inclement weather (i.e. freezing rain). The City anticipates that this will remain the case. As such, contractor may need to provide ice-melt spreading services prior to or after an official “Snow Alert Period”. This is discussed further under “Hourly Billing Rates”.

There may be certain weather conditions (i.e. trace amounts of snow) in which the application of ice-melt alone may preclude the need to utilize hand shovels or motorized equipment. In said situations, contractor will consult with the City as to the recommended snow removal/snow control method to be utilized.

Snow Event Alert Levels:

Event Level	Parameters
Cautionary	Up to 1"
Snow Alert A	>1" to 3"
Snow Alert B	>3" to 10"
Snow Emergency	>10" and/or winds 25kts or >

This applies to Snow Removal - Note:

As the City will not pay for any labor hours/personnel which the Contractor does not furnish, there will be no fault assessed to the Contractor in association with the Contractor's inability to furnish the personnel or hours which it has estimated to be the number of personnel needed (as regards each respective Snow Alert Level). The general point is that actual versus estimated staffing should not be an issue unless the Contractor's services are determined unsatisfactory.

Equipment and Materials:

All equipment and materials for the "snow removal" and "snow removal related" services referenced herein shall be furnished by the City and County of Denver. Equipment repairs and maintenance will be furnished by the City and County of Denver except where noted elsewhere herein. It is understood that the estimated "per occurrence" and annual costs for snow removal services contained herein are in large part predicated upon the Contractor's "ready access" to sufficient quantities of the proper equipment. The Contractor will not charge the city for the laundering of "snow gear" or for the costs of purchasing additional laundry equipment. The Contractor will not charge the City for food and beverages for employees providing snow removal duties.

TOTAL CHARGES:

The Contractor's total charges for the snow/snow related services referenced herein will include the "per Event Mobilization charges" for hours expended in the performance of snow/snow related services (in accordance with the "hourly rates" referenced herein), plus the following "flat rate charges" for training, equipment prep and "Snow Operations Coordinator" as listed below.

Hours spent for employee/supervisor training (including equipment training) shall be billed to the City at the contract overtime rate, for employees who attend this training on other than their scheduled shift. There shall be no charge for employees who attend training on their scheduled shift.

Pre and post season "prep and clean-up" of equipment, as well as costs associated with the periodic need to move equipment and re-store equipment in association with "equipment training classes" etc. shall be billed at the contract overtime rate. This would include the set-up of spreaders, supply boxes, miscellaneous equipment, uniforms, etc.

The City recognizes that there may be "emergency" purchases that will need to be made during snow events. These purchases cannot be reasonably anticipated, and shall be made quickly to cover snow removal requirements. In those circumstances, the City will agree to reimburse the

Contractor for these purchases provided that the Contractor receives verbal approval for these purchases. Approval of these purchases will not be unreasonably denied.

Snow Event Alert Levels divided into four (4) different categories and the information provided below is historical in nature; therefore it shall be used and interpreted as such.

Response: period from December 2010 thru March 2, 2012:

- Emergency- 2,888 hours
- Level B- 5,633 hours
- Level A- 7,006 hours
- Cautionary- 2,170

The remainder of this page left blank intentionally.

SECTION G: ATTACHMENT “B” RFP MANDATORY RESPONSE QUESTIONS

RFP Mandatory Response Questions

You may also access the Attachment “C” document by going to www.denvergov.org/purchasing click on the Icon Bid Attachments and find the corresponding attachment for this proposal or go to www.RockyMountainBidSystem.com.

Enter your pricing and product information in the columns provided and save it on your media.
DO NOT ALTER THE CITY’S DOCUMENTS IN ANY WAY.

MANDATORY VENDOR QUESTIONS:

I. QUALIFICATION STATEMENT AND REFERENCES: SECTION F: ATTACHMENT “

1. . Yrs Experience
2. Contract Amount
3. Total Square Footage of Facility
4. Contract Responsibility Summary
5. Contact Name, Phone, Email

II. MANAGEMENT AND STAFFING PLAN

- 1) Provide your Company’s Mission, Vision and Values Statement.
- 2) Outline your Company’s management philosophy and how it might distinguish your ability to manage this Contract compared to other competitors.
- 3) Outline five ideal management criteria for your senior management team and explain how these qualities would be utilized in carrying out the terms of this Contract.
- 4) Provide a sample policy and operating procedure manual which the Company is currently using at another of its on-airport or other similarly complex facilities which would be used at this site upon awarded of the Contract.

- 5) Submit a detailed description of your Company's quality control/assurance plan, programs and procedures; including, corrective action procedures to control and correct any deficiencies with both internal and external services provided by your firm.
- 6) Describe your Company's commitment to diversity in recruiting and hiring practices.
- 7) Provide a detailed plan regarding employee performance evaluation, employee policies and procedures, incentive or benefit plans or any other policies or processes the Company uses to assure competent, motivated and well-trained management and employees.
- 8) Provide an organizational chart which depicts the management and staffing levels for each position which the Company intends to use for the management and operation of this Contract.
- 9) Provide a detailed proposed operation and staffing plan which details management and personnel staffing levels for each shift, day of the week and holidays.
- 9) Provide a resume and job description of the on-site Project Manager which he Company intends to assign to DIA on a full-time basis upon awarded of the Contract.

III. OPERATIONS AND TRANSITION PLAN

- 1) Outline and describe in detail your Company's plan for operating this Contract.
- 2) Describe current operation plans that are implemented at current or previous locations of similar size, scope and complexity to DIA.
- 3) Describe in detail your Company's plan and procedures to start operations and realize a transparent transition with DIA and the current Contractor.
- 4) Describe your transition plans regarding staff hiring time and methods, orientation of employees, procurement of equipment and supplies, security training and ID badging.
- 5) Describe how your Company will adapt to existing City and DIA practices, policies, procedures, work management systems and work documentation format requirements.
- 6) Describe your Company's plan and lead time to acquire all of the tools, equipment and spare parts required to meet the stated performance standards.
- 7) Describe your Company's phase out plan once the Contract term is complete.

IV. TECHNICAL EXPERIENCE, INNOVATION AND BEST MANAGEMENT PRACTICES

- 1) Describe your ability and experience to maintain and service a facility of this size and complexity as it relates to providing a continuous improvement environment for the customer and the workforce.
- 2) Describe your familiarity and experience with and capability to maintain and clean high customer volume airports 24 hours a day 365 days a year.
- 3) Describe your familiarity and experience with and capability to accommodate additional job requirements as airport responsibilities increase.
- 4) Describe how your company would employ innovation and best management practices related to maintaining the airport throughout the duration of this Contract.

V.CUSTOMER SERVICE PLAN

- 1) Describe your Company's existing customer service policies and procedures; including any customer service plans currently in use. Also, describe your expectations of how your employees will interact, on a daily basis, with the employees of the City and traveling public.
- 2) Provide an outline or sample of existing Company employee customer service training programs.
- 3) Describe how you would measure, document and report adherence to customer service policies, procedures and standards.
- 4) Describe how you would measure your success in partnering with the City and resolve any disagreements or conflicts.

VI.EMPLOYEE TRAINING PROGRAM

- 1) Provide a copy describing your existing Employee Training Programs.
- 2) Describe in detail your company's ongoing efforts and plans to ensure all assigned employees are fully-trained and competent to provide the services and meet the expected performance standards under this Contract.
- 3) Provide a sample employee training schedule, subject matter description, include the frequency and duration of training that your Company would implement for the first year of operations under this Contract.
- 4) Provide specific training programs for hazardous material handling and storage, blood borne pathogen.
- 5) Describe in detail your company's "Green Cleaning Programs".

VII.SAFETY PLAN & SAFETY RECORD

- 1) Describe your Company's safety assurance plan and how it will be implemented upon awarded of this Contract.
- 2) Describe your Company's employee incentive program to promote safe working conditions and operations.
- 3) Describe your Company's safety record, for the past five (5) years at locations similar in scope and complexity to DIA.
- 4) Describe your Company's employee safety training program; including, but not limited to: OSHA required training, work-site protection, PPE usage, blood-borne pathogens, any and all required safety training.

VIII.SNOW REMOVAL PLAN

- 1) Describe your Company's snow removal plan for performing snow and ice removal services at DIA.
- 2) Describe your Company's employee incentive program to promote safe working conditions and operations during a snow event.
- 3) Describe and list your Company's snow removal equipment and snow clothing.
- 4) Describe your Company's compensation plan to your employees during snow events.

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SECTION H: ATTACHMENT:"C" RFP PRICING

**RFP Pricing (To Be Submitted in a Separate Clearly Marked Envelope:
0077A DIA Janitorial and Snow Removal Services Pricing).**

PRICING PROPOSAL ITEMS

You may also access the Attachment "C" document by going to www.denvergov.org/purchasing click on the Icon Bid Attachments and find the corresponding attachment for this proposal or go to www.RockyMountainBidSystem.com.

Enter your pricing and product information in the columns provided and save it on your media.
DO NOT ALTER THE CITY'S DOCUMENTS IN ANY WAY.

Pricing offered, despite any variations of actual quantities of hours worked, must be firm and fixed, inclusive of all Proposer's costs associated with performing the work specified in the RFP, either expressed or implied, including all labor, salaries, taxes, supplies, equipment, chemicals, waste disposal, insurance, bonding, permits or any other costs associated with providing the services specified herein.

JANITORIAL PRICING PER MONTH

PROPOSAL ITEM #. 1 MAIN TERMINAL	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Public Restrooms	\$
Non-Public Restrooms	\$
Escalator/Power Walks	\$
Bridge from MT to A-Concourse &International	\$
Stairwells	\$
Elevators	\$
Ramp/Apron Level Loading Docks, Halls, Parking, Garage, & Common Areas	\$
Sidewalks, Islands, Entry Areas, & Walk Ramps	\$
Emergency Train Exits	\$
Sub-Total	\$

Request for Proposal No. JANL_SVC_DIA__0077A
Janitorial and Snow Removal Services for the Denver International Airport-REVISED

PROPOSAL ITEM # 2 PARKING STRUCTURE WEST MOD 4	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
Elevator/Elevator Lobbies	\$
Sub-Total	\$

PROPOSAL ITEM #3 AIRPORT OFFICE BLDG	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Stairwells	\$
Elevators	\$
Ramp/Apron Level Loading Docks, Halls, Parking, Garage & Common Areas	\$
Sidewalks, Entry Areas, & Walk Ramps	\$
Sub-Total	\$

PROPOSAL ITEM No. 4 CONCOURSE A	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Public Restrooms	\$
Non-Public Restrooms	\$
Escalator/Power Walks	\$
Jet Bridges	\$
Stairwells	\$
Elevators	\$
Ramp/Apron Loading Docks, Halls, Parking, Garage & Common areas	\$
Emergency Train Exits	\$
Sub-Total	\$

Request for Proposal No. JANL_SVC_DIA__0077A
Janitorial and Snow Removal Services for the Denver International Airport-REVISED

PROPOSAL ITEM #5 CONCOURSE B	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Public Restrooms	\$
Non-Public Restrooms	\$
Escalator/Power Walks	\$
Jet Bridges	\$
Stairwells	\$
Elevators	\$
Ramp/Apron Loading Docks, Halls, Parking, Garage & Common areas	\$
Emergency Train Exits	\$
Collect Trash/Sweep Floor in vestibule areas in basement(2 time/week)	\$
Sub-Total	\$

PROPOSAL ITEM #6 CONCOURSE C	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Public Restrooms	\$
Non-Public Restrooms	\$
Escalator/Power Walks	\$
Jet Bridges	\$
Stairwells	\$
Elevators	\$
Ramp/Apron Loading Docks, Halls, Parking, Garage & Common areas	\$
Emergency Train Exits	\$
Sub-Total	\$

<u>PROPOSAL ITEM #7</u> <u>MAINTENANCE CENTER BLDGS</u> <i>Maintenance Center, Vehicle Storage Building & Paint Shop facility</i>	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Stairwells	\$
Halls, Parking, Garage, & Common Areas	\$
Sidewalks, Entry Areas, & Walk Ramps	\$
Fleet Locker/Restroom area	\$
Sub-Total	\$

<u>PROPOSAL ITEM #8</u> <u>GROUND TRANSPORTATION BLDGS</u> <i>Main & Outhouse Buildings</i>	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Halls, Parking, Garage, & Common Areas	\$
Sidewalks, Entry Areas, & Walk Ramps	\$
Sub-Total	\$

<u>PROPOSAL ITEM #9</u> <u>AIRSIDE BLDGS</u> <i>A/C & B-turnstiles Buildings</i>	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Non-Public Restrooms	\$
Halls, Parking, Garage, & Common Areas	\$
Sidewalks, Entry Areas, & Walk Ramps	\$
Sub-Total	\$

PROPOSAL ITEM #10 TSA/DPD DOG KENNEL BLDG	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

PROPOSAL ITEM #11 TRAILERS <i>South Campus (12) & Ops Trailers (2)</i>	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

PROPOSAL ITEM #12 W/A DEICE PAD BLDG & ARFF TRAINING FACILITY	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Stairwells	\$
Halls, Parking, Garage, & Common Areas	\$
Sidewalks, Entry Areas, & Walk Ramps	\$
Sub-Total	\$

PROPOSAL ITEM #13 GLYCOL BLDG	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

PROPOSAL ITEM #14 CUSTOMS & INTERNATIONAL	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas, Halls & Common Areas	\$
Offices	\$
Public Restrooms	\$
Non-Public Restrooms	\$
Escalators/Power Walks	\$
Stairwells	\$
Elevators	\$
Sub-Total	\$

PROPOSAL ITEM #15 FIREHOUSE 1-4	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas, Halls & Common Areas	\$
Sub-Total	\$

PROPOSAL ITEM #16 CENTRAL PLANT/HVAC BLDG <i>HVAC facility above value Rental Car</i>	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas, Halls & Common Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

PROPOSAL ITEM #17 SATELLITE BLDG	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas, Halls & Common Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

PROPOSAL ITEM #18 CARPENTER SHOP	Pricing Per Month- (Per F.26 Staffing Plan; F.40ii- Task and Frequencies)
General Areas, Halls & Common Areas	\$
Offices	\$
Non-Public Restrooms	\$
Sub-Total	\$

Overall MONTHLY TOTAL PROPOSAL ITEMS #1-14
\$ _____

PROPOSAL ITEM #15 – SNOW REMOVAL

<u>"Hourly Billing Rates" for Snow Removal Services (per Type of Hours/Classification):</u>		
The following are the classifications of personnel and types of hours that will be expended by the Contractor and its subcontractors in the performance of "Snow" and "Snow Related" services at DIA		
Employee Classification	Type of Hours Worked	Hourly Rate to City
Custodians performing Snow Duties during their Regular Custodial Shift (inc Blower/Brush Op I, snow shovel personnel, ice-melt spreader, "Ride -On" Equip Operators and Material Distribution)	"Straight Time Rate" →	\$
Any Employee of the company (or subcontractors), custodian, supervisor, or management who is involved in snow removal activities beyond their normally scheduled shift in the performance of Snow Duties (inc Blower /Brush Op I, snow shovel personnel, ice-melt spreader, Ride-On Equip Operators and Material Distribution personnel).	Overtime Rate →	\$
Custodians who work overtime to replace other Custodians who have been assigned to Snow Duty (Contract rate for overtime). Note: Employees working overtime as replacements shall do so only with the verbal approval of the City Contract Administrator.	Contract Overtime Rate →	\$

Note: Custodians would be paid overtime for these activities, while supervisors and members of management would be paid straight time only.

*** - Note higher Prevailing Wage Requirement for Snow removal.**

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OPTIONAL PROPOSAL ITEMS:

The following are Optional Proposal Items, the City reserves the right to utilize this item at any time during the term of the Contract and shall be implemented when determined in the City's best interest.

PROPOSAL ITEM #16- GRANITE FLOOR CARE)

Area	Sq Ft	Work required	Price per sq ft	Estimated total cost
East Baggage				
Mod 1 (North)	15,500	Med Grind/Polish	\$	\$
Mod 2 (Center)	15,500	Med Grind/Polish	\$	\$
Mod 3 (South)	15,500	Polish only	\$	\$
West Baggage				
Mod 1 (North)	15,500	Med Grind/Polish	\$	\$
Mod 2 (Center)	15,500	Med Grind/Polish	\$	\$
Mod 3 (South)	15,500	Full Grind/Polish	\$	\$
Great Hall				
North			\$	\$
South			\$	\$
South			\$	\$
West Ticket				
Mod 1 (North)	15,500	Med Grind/Polish	\$	\$
Mod 2 (Center)	15,500	Full Grind/Polish	\$	\$
Mod 3 (South)	15,500	Full Grind/Polish	\$	\$
East Ticket				
Mod 1 (North)	15,500	Full Grind/Polish	\$	\$
Mod 2 (Center)	15,500	Med Grind/Polish	\$	\$
Mod 3 (South)	15,500	Polish	\$	\$
North End Level 6				
North End level 6	5,600	Med Grind/Polish	\$	\$

Great Hall				
Bridge (Level 6)				
North Bridge	2,400	Full Grind/Polish	\$	\$
South Bridge	2,400	Full Grind/Polish	\$	\$
Total Sq. Ft	261.400			
		Total		\$

Full Grind and Polish Requirements:

Contractor will need to perform a number of “grinding steps” wherein each grinding step requires a different grade (or grit level) of diamond disk to be used. The grade or “grit levels” of diamond disks needed to perform a “Full Grind and Polish” will be 50, 100, 200, 400, 800, 1600 and 3000 (with 50 being the most aggressive grit level). Contractor will start the grinding and polishing process using “50 grit diamond disks” and progress through the other “grit levels” listed above. While the “3000 grit diamond disks” serve to “polish” the floor (to some degree), said step must be followed by the last and final step in the “polishing process”. In the last or “final step” of the polishing process, contractor will apply small amounts of water and “polishing power” to the floor. Utilizing a conventional (weighted down) floor buffing machine and red or white buffing/polishing pad, contractor will buff dampened polishing powder until floor is dry and floor presents a highly polished appearance.

Note:

- Prior to starting the grinding and polishing process with the “50 grit diamond disks” referenced above, contractor may need to use specially designed metal disks to remove/reduce “lippage” (which if not removed/reduced can result in uneven grinding and polishing of the floor, damage to diamond disks etc.).
- Contractor may need more sets of certain diamond disks (i.e. grit levels) as all disks/grit levels do not wear down at the same rate as others.
- Each step of the grinding process will require contractor’s employees to make several “passes” over the areas in which grinding is being performed. Failure to achieve the level of grinding which each step/grit level is intended to achieve will make each successive step ineffectual and result in contractor needing to go back and repeat the prior step.
- The lubricant used in each step of the grinding and polishing process is “water”. Grinding the stone will create “slurry” which needs to be vacuumed up with a “wet vacuum” as the grinding process is being performed (i.e. after each pass). Clean water then needs to be reapplied. This is important as diamonds (usually larger in the lower grit level disks) can become dislodged and (if not vacuumed up with slurry), can scratch/scar floors as contractor progresses through next steps in the grinding process.

- Only disks specifically designed to grind/polish “Granite” should be used. Diamond disks designed to grind/polish other types of stone which may be softer than granite (i.e. marble) will not effective/achieve the desired results.

Medium Grind and Polish:

The procedures for performing a “Medium Grind and Polish” are the same as those outlined for “Full Grind and Polish” with the exception being that persons performing said “Medium Grind and Polish” will start the grinding and polishing process using “200 grit” and then proceed through the other steps/grit levels outlined for “Full Grind and Polish” as outlined above. Performing a Medium Grind and Polish will at best, eliminate (2) two of the (8) eight steps required for a Full Grind and Polish.

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PROPOSAL ITEM #17: ADDITIONS/ DELETIONS IN QUANTITY OF WORK

PRICE QUOTES FOR ADDITIONS/DELETIONS TO THE SCOPE OF WORK

During the course of this contract, there may be a need to adjust the scope of work, based on changes in passenger traffic or other conditions which may impact the City and County of Denver and its Operations at Denver International Airport. Relative to these changes in the areas to be serviced and/or changes in the nature or frequencies of service, Contractor shall provide pricing for the addition and deletion of services. Pricing included shall be for complete performance of the work item listed according to all contract specifications.

Item Description	Unit of measure	Price
Routine Cleaning of Common areas (Hard Surface)	Price per sq. ft. per month	\$
Routine Cleaning of Common areas (Carpeted Areas)	Price per sq. ft. per month	\$
Routine Cleaning of Office Areas (Carpet)	Price per sq. ft. per month	\$
Routine Cleaning of Office Areas (Tile or Hard Surface)	Price per sq. ft. per month	\$
Routine Cleaning of Restrooms in Common public areas (8x per shift)	Price per sq. ft. per month	\$
Routine Cleaning of Restrooms in Common public areas (12x per shift)	Price per sq. ft. per month	\$
Routine Cleaning of Restrooms in Non-Public Areas	Price per sq. ft. per month	\$
Machine Strip, seal, finish terrazzo floors. (2 coats seal, 3 coats floor finish)	Price per sq. ft.	\$
Machine scrub, recoat terrazzo floors (2 coats floor finish)	Price per sq. ft.	\$
Machine strip, seal, finish vinyl type flooring (2 coats seal plus 3 coats floor finish)	Price per sq. ft.	\$
Machine scrub, recoat vinyl type flooring (2 coats floor finish)	Price per sq. ft.	\$
Machine strip, seal concrete (4 coats sealer)	Price per sq. ft.	\$
Machine scrub, seal concrete (2 coats sealer)	Price per sq. ft.	\$
Clean Carpet Common Areas– Extraction Method	Price per sq. ft	\$
Clean Carpet Common Areas– Dry Method	Price per sq. ft.	\$
Clean Carpet Office Areas– Extraction Method	Price per sq. ft	\$
Clean Carpet Office Areas– Dry Method	Price per sq. ft.	\$
Impregnate Stone Floors (silicone impregnator)	Price per sq. ft.	\$
Diamond Grind and Re-polish Granite	Price per sq. ft.	\$

**SECTION I: ATTACHMENT “D” CITY/DIA JANITORIAL AND SNOW REMOVAL
SERVICES SAMPLE CONTRACT**

City/DIA Janitorial and Snow Removal Services Sample Contract

CONTRACT

FOR

JANITORIAL SERVICES

DENVER INTERNATIONAL AIRPORT

BETWEEN

THE CITY AND COUNTY OF DENVER

AND



CONTRACT

THIS CONTRACT, is made and entered into as of the date stated on the signature page (“Effective Date”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and _____, a _____ whose address is _____ organized and existing under and by virtue of the laws of the State of Colorado, (“Contractor”), Party of the Second Part.

W I T N E S S E T H:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and

WHEREAS, the City desires to obtain janitorial services and snow removal (the “Services”) for airport facilities at DIA; and

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

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

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

SECTION 1 – DEFINITIONS

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

1.01 AIRPORT; DIA

“Airport” or “DIA” means Denver International Airport.

1.02 CONTRACT ADMINISTRATOR

The City's Manager of Aviation, his or her designee or successor in function (hereinafter referred to as the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his or her authority over the work described herein to the Deputy Manager of Aviation for Maintenance, hereinafter referred to as "Deputy Manager," as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Deputy Manager's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Deputy Manager may from time to time designate a different individual to act as Project Manager, upon notice to the Contractor.

1.03 CONTRACT DOCUMENTS

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

Contract	
Appendix No. 1	Standard Federal Assurances
Appendix No. 2	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Scope of Work
Exhibit B	Contractor's Proposal (Excerpts)
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Irrevocable Letter of Credit
Exhibit F	Prevailing Wage Rate Schedule
Exhibit G	Department of Aviation Standard Policies and Procedures regarding Service Contract Worker Retention

1.04 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

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

1.05 CONTRACTOR'S PROPOSAL

"Contractor's Proposal" shall mean the Proposal as finally submitted by the Contractor dated _____, 20__ in response to City and County of Denver Request for Proposals No. _____ issued _____, 20__, (the "Contract Term") together with Addenda numbered 1 through __. The excerpts of the Contractor's Proposal are incorporated herein by reference as Exhibit B.

1.06 MANAGER

"Manager" means the Manager of Aviation.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

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

2.02 MANNER OF WORK

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

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

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

D. Neither the Contractor nor any of its employees shall perform any work at the Airport other than that which is defined herein, except as permitted in writing by the Director of Airport Maintenance. When such other work is approved, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work.

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

2.03 COORDINATION AND LIAISON

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

2.04 PREPARATION FOR ASSUMPTION OF RESPONSIBILITY

Preparatory actions by the Contractor shall include, but are not limited to, setting up its office at DIA and hiring and training its personnel. In order to conduct an orderly transition, the Contractor will obtain, at least seven (7) calendar days prior to commencement of the Contractor's operations under this Contract, all badges, clearances and/or driver's licenses which are required for such person's job classification as set out herein. Contractor further agrees to fully implement and comply with the Department of Aviation Standard Policies and Procedures regarding Service Contract Worker Retention, as set for in **Exhibit G**, attached hereto and incorporated herein.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence at 12:01 a.m. M.S.T. on _____, 20____, and shall terminate at 12:00 a.m. M.S.T. on _____, 20____, unless earlier terminated in accordance with the Contract Documents. This contract shall be for a term of three (3) years. It is also a specific provision of this Contract that the Manager in her discretion (or her designee) may renew and continue the Contract under the same terms and conditions as the original contract for up to two (2) additional years in increments of one or two years. Though multiple extensions may be granted, in no event shall the total extensions total more than two years. In addition, the term of this Contract may be extended in the Manager's discretion, by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Contract Term shall increase the Maximum Contract Amount stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City hereby agrees to pay the Contractor, and the Contractor agrees to accept as its sole compensation for its complete costs incurred and services rendered under this Agreement, an amount negotiated for individual tasks included in the project's scope of work as set forth in Contract Documents.

4.02 MONTHLY BILLINGS

The Contractor shall submit a monthly invoice in form satisfactory to the City. The Contractor agrees that the Airport's Contract Administrator may from time to time require changes to the format and content of the monthly invoice to be submitted by the Contractor. The City reserves the right to reject any and all invoices for specified items of work that have not been performed to the satisfaction of the City.

4.03 MAXIMUM LIABILITY

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of _____ Dollars (\$_____) (the "Maximum Contract Liability"). The Maximum Contract Liability may only be increased by amendment to this Agreement. All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. Any services performed beyond those set forth therein are performed at Contractor's risk and without authorization under the Agreement.

B. It is agreed and understood that this Contract is a multi-year agreement with only partial funding authorized at the commencement of the term of this Contract, such partial funding consisting of the approved and/or encumbered amount of _____ Dollars (\$_____). The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or

performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

4.04 TIME OF PAYMENT / PROMPT PAYMENT

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

SECTION 5 – CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times. Contractor personnel are required to be properly trained and competent to perform the duties of their positions, and must possess adequate communication and English language skills to accurately provide information to the public and to respond to routine and emergency communications by telephone or radio. They shall be properly uniformed, clean and neat in appearance while on duty, and shall deal with members of the public, including parking patrons, in a prompt, polite and businesslike manner.

B. The Contractor shall remove from the Airport work site any Contractor employee on, or invited by it onto, the Airport, when the Manager of Aviation notifies the Contractor in writing that such person: (a) is, in the sole opinion of the Manager of Aviation or his/her designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Manager of Aviation or his/her designee.

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

A. Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be assigned by the Contractor to a non-driving job if available.

B. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94.

C. All Contractor personnel assigned to the Airport who drive vehicles in the course of their work under this Contract must obtain and maintain a Colorado Class "R" driver's license and Airport Identification Badge at all times during their employment at the Airport.

D. All Contractor personnel assigned to the Airport will carry Airport Identification Badges at all times during their employment at the Airport.

5.03 THE CONTRACTOR'S PROJECT MANAGER

A. The Contractor shall provide an on-site Project Manager, trained, qualified, and acceptable to the Airport's Contract Administrator, exclusively for this Contract. The Project Manager shall have full authority to act for the Contractor and at all times to carry out the provisions of this Contract. If the Project Manager is absent, the Contractor shall, at all times, provide and equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.

B. The Project Manager shall make sufficient daily inspections to ensure the work is performed as specified. The Project Manager shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies. The Project Manager shall provide a copy of all inspection reports to the Contract Administrator each day.

5.04 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, promptly upon notice of award of this Contract, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for 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 that 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.

5.05 SAFETY

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

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

5.06 LAWS, REGULATIONS, TAXES AND PERMITS

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

B. Contractor agrees that he, or any subcontractor under him, will pay all sales and use taxes levied by the City and County of Denver on any tangible personal property built into the work. These materials are exempt from Colorado State Taxes per CRS 1973 39-26-114 Rev. It shall be the responsibility of the Contractor to obtain a Certification of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the work. A copy of the certificate shall be furnished the City prior to final payment.

C. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work, including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596).

D. Without limiting the foregoing, the Contractor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to satisfactorily comply with this condition may cause the City to terminate this Contract.

5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. The Contractor in conducting any activity on the Airport shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

In addition, Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Management) and DIA's Environmental Policy, both available at www.flydenver.com/biz/index.asp. These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

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

C. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable.

D. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.

E. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by the Contractor of any pollutant or hazardous material on or about the Airport.

5.12 EXISTING UTILITIES AND STRUCTURES

The Contractor shall adequately protect the work, Airport property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities.

All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage.

The Contract Administrator, at her/his option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

SECTION 6 – INDEMNITY; INSURANCE; BONDS

6.01 INSURANCE

A. The Contractor shall obtain and keep in force during the entire term of this Contract, insurance policies as described in the City's form of insurance certificate, a copy of which is attached to this Contract as Exhibit C and incorporated herein. The certificate specifies the minimum insurance requirements the Contractor and any subcontractors must satisfy in order to perform work under this Contract. The Contractor's operations hereunder will require airside access at the Airport; therefore as indicated at Part II, "Umbrella Liability," of the certificate, excess liability coverage of \$_____ is required in addition to the coverage specified in other parts of the certificate. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

B. Upon execution of this Contract, the Contractor shall submit to the City a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each of the required coverage. In addition to the completed and executed certificate, the Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

D. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subcontractor. All coverages for subcontractors

shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

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

6.02 DEFENSE AND INDEMNIFICATION

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

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

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

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

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

6.03 INSPECTION OF RECORDS:

A. During the term of this Agreement, upon request of the Contract Administrator or the City Auditor, the Contractor shall make available all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office. The Contractor agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to audit, examine and copy any directly pertinent books, documents, papers and records of the Contractor related to work performed under this Agreement.

B. The Contractor agrees that it shall maintain a true and complete cost accounting system acceptable to the Federal Aviation Administration and the City and County of Denver, in accordance with generally accepted accounting principles which are acceptable to the City Auditor. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the federal project number, if applicable. The Contractor further agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed, and that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement.

In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request.

The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

6.04 PAYMENT AND PERFORMANCE BOND

A. A Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Dollars (\$1,000,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Manager of Aviation. If the Manager of Aviation does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the Manager of Aviation may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to Section 3.2 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or the an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of One Million Dollars (\$1,000,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibits D** and **E**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

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

7.02 OBLIGATIONS OF CONTRACTOR

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

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

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

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors that the Contractor expects to perform Work under this Contract must be approved in writing by the Manager of Aviation before the subcontractor begins work. The Manager may refuse to approve a subcontractor for reasons that include, but are not limited to, the following:

A. Default on a contract within the last five (5) years.

B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.

C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.

D. Significant or repeated violations of Federal Safety Regulations (OSHA).

E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.

F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.

G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.

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

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

7.04 NO CONTRACTUAL RELATIONSHIP

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

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement (**See Exhibit F**). The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the Manager of Aviation may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.

F. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the vendor attaches to his/her proposal a Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the vendor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule.

SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

A. The day to day administration of this Contract is vested in the Airport's Contract Administrator. The Contract Administrator or other City representative is to have free access to the Contractor's work areas at the Airport. The Contract Administrator or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Contract. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

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

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

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

9.03 RESERVED

9.04 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager of Aviation following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.05 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

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

Appendix No. 1	Standard Federal Assurances
Appendix No. 2	Nondiscrimination in Airport Employment Opportunities
Exhibit A	Scope of Work
Exhibit B	Contractor's Proposal (Excerpts)
Exhibit C	City and County of Denver Insurance Certificate
Exhibit D	Payment and Performance Bond
Exhibit E	Irrevocable Letter of Credit
Exhibit F	Prevailing Wage Rate Schedule

Exhibit G

Department of Aviation Standard Policies and Procedures
regarding Service Contract Worker Retention

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed appendixes and exhibits or (ii) between provisions of any appendix or exhibit, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 2
Sections 1 through 11 hereof
Exhibit C
Exhibit A
Exhibit B
Exhibit D
Exhibit E
Exhibit F
Exhibit G

SECTION 10 – DEFAULT; REMEDIES; TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

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

10.02 DEFAULT

The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract.
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract.
- C. In the opinion of the Manager, the Contractor provides material that does not meet the requirements of the Contractual Agreement
- D. In the opinion of the Manager, the Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.
- E. In the opinion of the Manager, the Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Contractual Agreement.
- F. The Contractor is in default under any other contract, purchase order or agreement with the City.

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

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

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

J. The Contractor fails to comply with any of the provisions of this Contract concerning Airport security.

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

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

10.03 REMEDIES

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

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

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

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

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

10.04 REMEDIES CUMULATIVE

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

SECTION 11- GENERAL CONDITIONS

11.01 COLORADO OPEN RECORDS ACT

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Contractor under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Contractor asserts, is confidential and exempt from disclosure.

In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.02 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

11.03 NO DISCRIMINATION IN EMPLOYMENT

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

11.04 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Manager. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Manager, the Manager may elect to terminate this Contract. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.05 NONEXCLUSIVE CONTRACT

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

11.06 NO THIRD PARTY BENEFICIARIES

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

11.07 RISK OF LOSS

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

11.08 PATENTS AND TRADEMARKS

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

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

11.09 MASTER PLAN

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of DIA and the Contractor waives any right to claim damages or other consideration arising therefrom.

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

A. It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1.E(x) of the Charter of the City, and it is not intended nor shall it be construed that the Contractor, its employees, or its subcontractors are employees or officers of the City under Chapter 18 of the Revised Municipal Code or for any purpose whatsoever.

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

11.11 NO WAIVER OF RIGHTS

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

11.12 NOTICES

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

by Contractor to:

Manager of Aviation
Airport Office Building, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, CO 80249

by City to:

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

11.13 FEDERAL PROVISIONS

This contract 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 Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

11.14 PROVISION FOR PROFESSIONAL/TECHNICAL SERVICES AGREEMENTS (CONTRACTORS) UNDER §8-17.5-101 – 102, C.R.S. AND D.R.M.C. §20-90

No Employment of Illegal Aliens to Perform Work Under the Agreement.

(a) The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

(b) The Contractor certifies that:

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

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

(c) The Contractor also agrees and represents that:

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

(2) It shall not enter into a contract with a subcontractor or subconsultant 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 the E-Verify Program.

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

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant 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 Den. Rev. Mun. Code 20-90.3.

11.15 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

11.16 CITY SMOKING POLICY

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

11.17 SOLICITING

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

11.18 GRATUITIES

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

11.19 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council, or the Auditor.

11.20 GREENPRINT DENVER POLICY AND GUIDANCE:

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

11.21 ESTIMATED QUANTITIES

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

11.22 TIME IS OF THE ESSENCE

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

11.23 CONFLICT OF INTEREST

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

11.24 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council or the City Auditor.

11.25 SEVERABILITY

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

11.26 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

11.27 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 hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the 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.

11.28 CITY EXECUTION OF CONTRACT

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

END OF PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

_____, Clerk and
Recorder, Ex-officio Clerk of the
City and County of Denver

By _____
Mayor

RECOMMENDED AND APPROVED:

APPROVED AS TO FORM:

_____,
Attorney for the
City and County of Denver

By _____
Manager of Aviation

By _____
Manager of General Services

By _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By _____
Auditor
Contract Control No. _____

“CITY”

By: _____

Title: _____

“CONTRACTOR”

SECTION J: 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 procedures issued pursuant thereto and shall permit access to its book, records, accounts and 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 or 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 procedures 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.

The remainder of this page left blank intentionally.

SECTION K: APPENDIX NO. 2: NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part (the Contractor) 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 (the Contractor) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part (the Contractor) 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 Proposal 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.

SECTION L: EXHIBITS
L.1 EXHIBIT A: SCOPE OF WORK

L.2 EXHIBIT B EXCERPTS FROM CONTRACTOR'S PROPOSAL

L.3 EXHIBIT C (SAMPLE) CERTIFICATE OF INSURANCE

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

☒ Original COI
☐ Change

☐ Advice of Renewal

Party to Whom this Certificate is Issued:

Name and Address of Insured:

CITY AND COUNTY OF DENVER
 Manager of Aviation
 Denver International Airport
 8500 Peña Boulevard, Room 8810
 Denver CO 80249

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: Alfresco Number
 to be inserted – Janitorial Services**

I. MANDATORY COVERAGE**Colorado Workers' Compensation and Employer Liability Coverage**

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$500, \$500, \$500

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000	
General Aggregate Limit:	\$2,000	
Products-Completed Operations Aggregate Limit:	\$2,000	
Personal & Advertising Injury:	\$1,000	
Fire Damage Legal - Any one fire		\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ____Project ____Location____, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Unescorted airside access

Minimum Limits of Liability (In Thousands)

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Environmental Impairment/ Contractors Pollution Liability Coverage (including asbestos)

Coverage:

Environmental Impairment/Contractors Pollution Liability

Minimum Limits of Liability (In Thousands)

\$500 per occurrence

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage shall cover the Insured's completed operations
2. City, its officers, officials and employees as additional insureds And shall including liability and defense of suits arising out of the activities performed by, or on behalf of the Insured.
3. Full limits of coverage dedicated to apply to this project/location.
4. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials

- and employees.
5. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos). If the coverage is written on a claims-made basis, the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

Crime: Employee Dishonesty

Coverage: Money and Securities of Others, Employee Dishonesty

Minimum Limits of Liability (In Thousands): \$1,000 per occurrence

II. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this Certificate of Insurance shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

EXHIBIT D PAYMENT AND PERFORMANCE BOND:

L.4 EXHIBIT E LETTER OF CREDIT:

L.5 EXHIBIT F PREVAILING WAGE RATE SCHEDULE:

Wage Rates: Project 077A Janitorial and Snow Removal Services, Denver International Airport (Wages from CSA Wage Schedule Mod. 99, date of issue 12-2-2011)

CUSTODIANS:

Last Revision: 01-20-2011

Effective: 01-01-2012

Classification Base Wage Fringes

Custodian I
\$12.33/hour

\$3.69 SINGLE
\$5.17 2-PARTY
\$6.39 FAMILY

Custodian II
\$12.68/hour

\$3.74 SINGLE
\$5.23 2-PARTY
\$6.44 FAMILY

Benefits and Overtime

Parking With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.

RTD Bus Pass Employer will provide employees with the Bus Pass or pay (\$0.11) per hour for travel differential.

Shift Differential 2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hr
 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hr.

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

Note The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

Position Descriptions:

Custodian I Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

Custodian II Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators floor strippers and waxers, carpet shampooers,

L.6 EXHIBIT F PREVAILING WAGE RATE SCHEDULE CONTINUED:

spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

**Snow Removal Wage Rate Schedule
(from Heavy Wage Rate Schedule Mod. 27, issued 11-18-2011)**

Snow Removal (shoveling) Laborer, Group 2	\$18.18/hr. \$8.27 fringe = \$26.45/hr
Snow Removal (ATV Plow) Power Equip. Operator Group 1	\$22.97/hr. \$10.60 fringe= \$33.57/hr.

**Stone Grinding and Polishing Rate Schedule
(from CSA Wage Rate Schedule Mod. 99, issued 12-2-2011)**

Stone grinding & terrazzo polishing	\$18.10/hr. \$9.33 fringe = \$27.43/hr.
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L.7 EXHIBIT G DEPARTMENT OF AVIATION STANDARD POLICIES AND PROCEDURES:

**Department of Aviation Standard Policies and Procedures
Regarding Service Contract Worker Retention**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.) City, state, and ZIP code	Requester's name and address (optional)
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.