Janitorial Services - RFP

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

SPOKANE INTERNATIONAL AIRPORT, FELTS FIELD AIRPORT AND THE AIRPORT BUSINESS PARK



Issued By:

Spokane Airport Board 9000 W. Airport Drive, Suite 204 Spokane, WA 99224

(See Separate Attachment)

(See Separate Attachment)

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SECTION 1: SCHEDULE

RFP Available	after 9:00 a.m.	Sunday, March 25, 2018
Pre-Proposal Meeting (Mandatory)	1:00 p.m.	Tuesday, April 10, 2018
Proposer Question Submission Deadline	1:00 p.m.	Monday, April 16, 2018
Airport's Response Deadline for Questions	2:00 p.m.	Wednesday, April 18, 2018
Proposals Due	2:00 p.m.	Monday, April 23, 2018
Interviews (if necessary)		Monday, April 30, 2018
Board Approval		Thursday, May 17, 2018
Contract Commencement	midnigh	nt July 1, 2018

The Respondent shall not lobby, either on an individual or collective basis, the Airport Board (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff or any other federal, state, or local elected or public officials or staff regarding this RFP or its written proposal. Violation of this provision, by or on behalf of a Respondent, intentionally or unintentionally, will result in disqualification of the Respondent and/or rejection of a written proposal.

SECTION 2: NOTICE

The Spokane Airport Board (hereinafter the "Airport") is seeking proposals from experienced and qualified Parties (hereinafter "Respondents") to provide Janitorial Services at specified locations for Spokane International Airport (SIA), Felts Field Airport (Felts Field) and the Airport Business Park (Business Park) (hereinafter collectively "Airport Facilities").

Respondents must submit four (4) original written proposals and one electronic copy of the proposal on a USB flash drive, no later than 2:00 p.m. (PDT), April 23, 2018. SEE SECTION 3, Paragraph 11 – SUBMISSION PROCEDURE, for specific submission details. Written proposals delivered after 2:00 p.m. (PDT), April 23, 2018 <u>will</u> not be accepted.

The proposals will be evaluated by a committee and following completion of the evaluation and establishment of the preference ranking, the committee's choice will be recommended to the Airport Finance Committee and the selected Respondent will be notified. Airport Board approval is scheduled for May 17, 2018.

The Airport reserves the right to reject any or all proposals; to waive minor irregularities in the RFP process or in the responses thereto; to re-advertise this RFP; to postpone or cancel this process; to select and procure parts of services and to change or modify the RFP schedule at any time. However, proposals may also be evaluated solely on the submitted written proposal without follow up or further discussion. All Respondents must agree to the terms and conditions as set forth in this Request for Proposals dated March 25, 2018.

In considering every proposal for provision of janitorial services, the Airport will consider whether or not the written proposal will be in the best interest of the public and the overall needs of the Airport.

Nothing herein constitutes or implies a contract to enter into, accept or agree to any terms, conditions or rates, or to allow or promote any activity and in no way encumbers or obligates the Airport to enter into a Contract of any kind with any Respondent.

This RFP shall be posted on the Airport's website, at <u>http://business.spokaneairports.net/rfp</u> on March 25, 2018 by 9:00 a.m. (PDT)

A <u>Mandatory</u> pre-proposal meeting shall be held on April 10, 2018 at 1:00 p.m. (PDT). The meeting shall be held in the Airport Board Room, Spokane International Airport, 9000 W. Airport Dr., Suite 204. A tour will follow the pre-proposal meeting with a limit of two (2) representatives from each company. Proposals <u>will not be accepted</u> from any company that does not attend the mandatory pre-proposal meeting.

In order to attend the tour of the Airport Facilities, it is the sole responsibility of any Respondent to ensure that they provide to the Airport the full name and date of birth for their representatives so that day passes may be obtained. There will be no more than two (2) representatives from each company allowed to attend. The information must be received by Airport staff by noon (PDT) on April 9, 2018. The information may be sent via email to: kreimer@spokaneairports.net or judyg@spokaneairports.net or via telephone: Kathy Reimer @ 509.455.6417 or Judy Gifford @ 509.455.6415. Post-security day passes are required in order to view SIA Facilities. Transportation to Felts Field and the Business Park will be provided by the Airport.

SECTION 3: GENERAL OVERVIEW

1. **REQUEST FOR PROPOSALS ("RFP")**

The Spokane Airport Board (hereinafter the "Airport") is seeking proposals from experienced and qualified Parties (hereinafter "Respondent") to provide Janitorial Services at specified locations for SIA, Felts Field and the Business Park. Respondents may provide a proposal for all three facilities (SIA, Felts Business Park) or they may propose on just one facility or on any combination of the three facilities.

2. MINIMUM QUALIFICATIONS

In addition to meeting the Submission requirements, acceptance of any Respondent's Proposal shall be contingent upon Respondent meeting the minimum qualifications listed below.

- A. Respondent must have a minimum of five (5) years continuous, current, and satisfactory experience in providing janitorial management services in at least one (1) North American, small hub Airport, with a minimum of three (3) million annual passengers.
- B. Respondent must demonstrate financial strength and stability to assume the obligations of the resulting Contract. Respondents shall submit the past three (3) years of audited financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA's statement attached. These statements shall include a balance sheet, statement of changes in financial position, income statement, and all accompanying footnotes.
- C. Any existing debt or previous default on any Contract with the Airport may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous Contract with Airport may be cause for rejection of the proposal and disqualification of the Respondent.

3. WRITTEN CONTRACT REQUIRED

A. The selected Respondent will be required to enter into a written Contract with the Airport to provide services required in this RFP for those facilities it submits a proposal for. The standard Contract is attached to this RFP as Exhibit 7. The standard Contract is provided for information purposes only. Airport may modify the terms of the Contract at any time prior to execution.

B. In the event of conflict between the Contract Documents, the provisions of the Contract shall prevail over the Request for Proposals and Contractor's Proposal, and the Request for Proposals shall prevail over the Contractor's Proposal.

4. TERM OF CONTRACT

Airport intends to enter into a Contract with the selected Respondent commencing July 1, 2018, and continuing for a period of three (3) years ending June 30, 2021. At the Airport's sole discretion, the Contract may be extended for two (2) additional one (1) year periods.

5. SCOPE OF CONTRACT

The selected Respondent will be required to provide all labor, supervision, materials, supplies, transportation, equipment, and services necessary to assume overall responsibility for the coordination and administration of the services.

6. **PUBLIC RECORDS**

A. Each Respondent agrees that all information, data, documentation, and material submitted or provided by the Respondent shall become the property of the Airport and it shall not be returned to the Respondent. The Airport is subject to the open records requirements of Washington State Public Records Statutes. After Airport approval of a Janitorial Services Contract, all information, data, documentation, and material submitted shall be considered public information and may be made available for inspection in accordance with the laws of the State of Washington. Any proprietary information, data, documentation, and material that the Respondent wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified in the proposal however; such identification does not guarantee its confidentiality. Respondents specifically waive any claims against Airport related to the disclosure of any materials if made pursuant to a public records request.

B. Respondent must submit a letter stating reasons for claiming confidentiality for every type of information that may be stamped confidential. Failure to comply with these procedures may result in the disclosure of this information. Respondent may be required to intervene in any public records request in order to protect its rights to confidential or proprietary information.

8. **RESPONSIBILITIES OF THE SELECTED RESPONDENT**

The services being requested are outlined in Section 4 - Scope of Work and further outlined in the Janitorial Specifications attached hereto as Exhibit 3.

9. PROPOSAL CONTENT AND SUBMISSION

A. Proposals shall contain all required information and in the format outlined in Section 5 – Submittal Requirements.

B. All proposals must include a cover letter indicating Respondent's name, address, telephone number, email address, and federal tax ID number. The proposal must be signed in blue ink by an authorized representative of Respondent's firm. Proposals must be submitted in accordance with SECTION 3, Paragraph 11 – SUBMISSION PROCEDURE.

10. EVALUATION AND EVALUATION CRITERIA

The Proposal evaluation criteria are outlined in Section 6. The selection committee will consider all documents, the response to this RFP, information gained while evaluating responses, and other relevant information to make its determination. The committee's selection will be the Respondent that, in the committee's sole opinion, is best able to provide the services according to Airport's needs.

11. SUBMISSION PROCEDURE

A. Proposals shall be submitted not later than 2:00 p.m. (PDT) on April 23, 2018. If delivered in person, proposals shall be delivered in a sealed envelope, bearing on the outside the name of the Respondent, their address, the date advertised for the opening of the proposals and the words, "Janitorial Services RFP, Spokane International Airport". If delivered via U.S. mail or by courier, the sealed envelope containing the required proposal documents shall be enclosed in another envelope, addressed and delivered to:

Judy Gifford, Properties & Contracts Director Spokane International Airport 9000 W. Airport Dr., Suite 204 Spokane, WA 99224 ATTN: Janitorial Services RFP

(All proposals, whether hand delivered or delivered via US Mail or courier must be delivered to the address above.)

B. It will be the sole responsibility of Respondents to ensure proposals are in the possession of the Spokane International Airport Administration Department by the appointed date and time.

C. Four (4) originals and one electronic copy, on a USB flash drive, of the Respondent's proposal, shall be submitted. Proposals shall be limited to thirty (30) pages in length; single sided, excluding cover sheets, financials, equipment specifications, and diagrams.

12. INSURANCE & BONDS

The selected Respondent, at its own cost and expense, shall secure and maintain the following policies of insurance:

A. Commercial General Liability insurance. Said insurance shall have limits of not less than five (5) million dollars (\$5,000,000) per occurrence limit of liability and not less than five (5) million dollars (\$5,000,000) aggregate. The policy must provide that coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to Airport.

B. Insurance in the amount of Five Hundred Thousand Dollars (\$500,000) to protect against theft of property or service belonging to Airport and Airport's tenants as a result of acts on the part of Contractor, its officers, agents, employees, or subcontractors.

C. Business Auto Insurance in the minimum amount of five (5) million dollars (\$5,000,000) per occurrence limit. The policy must provide that coverage will not be cancelled or reduced without at least thirty (30) days prior written notice to Airport.

D. Evidence of workers compensation and employer's liability with coverage for statutory benefits required by the state of Washington (if requested.)

E. At the execution of this Contract, the Contractor shall execute to the Airport a satisfactory Performance Bond in an amount equal to three (3) calendar months of its proposed total contract price which will be in force during the contract term. Such bond shall guarantee faithful performance of the Contract.

F. Except for Workers Compensation, all policies shall contain an endorsement listing the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees as additional insureds. All policies of insurance and bonds provided shall be issued by insurance companies qualified to do business in the State of Washington and having a rating of not less than "A" - in the most current available A.M. Best Co., Inc.'s <u>Best Insurance Report</u>.

G. A proposal bond or certified check in the amount of \$10,000 made out in favor of Spokane International Airport. The proposal bond shall guarantee execution of the Contract with the selected Respondent.

13. RESPONDENT JUDGMENT

It is the responsibility of each Respondent to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent work pursuant to the Contract. Any data furnished by Airport is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the RFP requirements, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from fully complying with this RFP or subsequent Contract.

14. ADDITIONAL INFORMATION

A. No interpretation of the meaning of any provision in this RFP, or correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to any Respondent orally. Every request for clarification, interpretation or additional information regarding this RFP shall be made in writing, to Judy Gifford, Properties & Contracts Director, via e-mail to judyg@spokaneairports.net. The deadline for questions shall be 1:00 p.m. (PDT) on April 16, 2018. Airport shall post, on the Airport's website at <u>http://business.spokaneairports.net/rfp</u>, responses to questions or requests for clarification no later than 2:00 p.m. (PDT) on April 18, 2018.

B. Regarding this solicitation, Respondents or their agents are instructed not to contact the Airport (its associated City and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Contract resulting from this solicitation. Airport, in its sole discretion, may disqualify Respondents in violation of this paragraph.

C. Airport reserves the right to cancel or modify the terms of this RFP at any time. Airport will provide Respondents with written notice of the cancellation or modification.

D. The selection committee shall notify those Respondents to be given further consideration and an interview if interviews are deemed necessary. Should interviews be held, the interview requirements and format will be provided to the finalists in advance. The committee has tentatively scheduled interviews for April 30, 2018 if they are deemed to be necessary.

SECTION 4: SCOPE OF WORK

1. INTRODUCTION

The Spokane Airport Board ("Airport") is seeking a qualified firm to provide janitorial services for the facilities comprising of the Spokane International Airport ("SIA") Felts Field Airport ("Felts Field") and the Airport Business Park ("Business Park") collectively the Airport Facilities ("Airport Facilities") as described and shown as Exhibit 1 of this RFP. The Flooring Maps for the Airport Facilities (included as part of Exhibit 1) are color coded to indicate the type of floor materials and the total approximate square footage of each type of material. The selected Respondent will perform all work as specified in Exhibit 3 – Janitorial Specifications. This is an all-inclusive, performance based, Janitorial Service Contract which will include cleaning of all interior/exterior windows as outlined in the Window Cleaning Schedules. The selected Respondent must meet the standards set forth and perform the requirements with expertise, knowledge, and capability.

2. GENERAL INFORMATION

The selected Respondent shall furnish all necessary labor, cleaning supplies materials, equipment, tools, vehicles, uniforms, chemicals and supervision necessary to satisfactorily perform the work required under this Contract, except for the items specifically listed in Paragraph 7, AIRPORT PROVIDED ITEMS, below. The cleaning equipment, product specifications, and standards of performance contained in this Scope of Work shall be considered the minimum requirements to perform acceptable janitorial services at the Airport Facilities. Lack of staff or equipment will not be accepted by the Airport as a reason for failure to perform. It is not the Airport's intent to require a specific brand of supplies or equipment (with the exception of the Slip Resistance Tester which shall be a BOT 3000E); however the Airport reserves the right to review the selected Respondent's proposed cleaning equipment and materials. If the selected equipment and materials do not, in Airport's opinion, provide effective sanitation and/or cleanliness of the Airport Facilities, Airport may request cleaning equipment or materials which conform to preferred specifications and industry standards. Airport reserves the right to make exceptions to any criteria within this document on a caseby-case basis if no products meeting the criteria can be found that will achieve the Airport's desired cleaning standard. Airport also reserves the right to obtain samples and conduct independent testing to verify product effectiveness, compliance with the criteria below, and the accuracy of the MSDS.

Contractor shall keep a minimum thirty (30) day supply of all products utilized in the performance of this Contract.

During the term of the Contract, the Airport reserves the right to add or remove service areas. The Airport also reserves the right to modify services as requirements change during the course of the Contract.

3. **PREVAILING WAGES**

The prevailing wage rates provided by selected Respondent shall be consistently applied and remain firm throughout the first year of the Contract. Thereafter, annually and upon the Airport exercising its option(s), the Contractor's employees' wages shall be adjusted annually to recognize and follow the most recently promulgated increases or decreases in prevailing wages. The Contractor shall be responsible for paying prevailing wages to all of their employees and shall ensure that subcontractors also pay prevailing wages. Surcharges for fuel, hazardous material disposal, or similar costs will not be allowed.

The State of Washington prevailing wage rates applicable for this Contract, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <u>https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</u>. Based on the proposal submittal deadline for this RFP, the applicable effective date for prevailing wages for this Contract is March 3, 2018.

4. **REGULATIONS AND CODES**

The Contractor, in the performance of this Contract, shall comply with all applicable federal, state or local laws and ordinances, including but not limited to provisions of Chapter 39.12 RCW and other prevailing wage laws, business licensing (including but not limited to a Washington State contractor's license and a City of Spokane business license), and tax regulations. To the extent applicable, all equipment, materials and service shall comply with Washington State vehicle regulations, federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.

5. MINIMUM STANDARDS FOR JANITORIAL SERVICES ("Standards")

The following are the minimum standards the selected Respondent will be required to meet. By submitting a proposal, the selected Respondent agrees to meet or exceed the minimum standards listed below. If the selected Respondent takes exception to any of the following minimum standards, or wishes to detail or clarify how they would exceed the minimum standard, they should include that information with their proposal.

A. Janitorial Standards:

1. <u>Dusting:</u> A properly dusted surface is free of all dirt and dust, streaks, lint and cobwebs. Dusting will be accomplished with proper cloths and apparatus. All sensitive and electronic surfaces will be avoided. No personal or individual office equipment or supplies will be moved or disturbed.

2. <u>Plumbing Fixtures and Dispenser Cleaning:</u> Plumbing fixtures (i.e. toilets, sink basins, urinals, faucets, etc.) and dispensers are clean when free of all deposits and stains so that the item is left without dust, streaks, film, odor or stains and has a bright and uniform appearance.

Care shall be taken to ensure that cleaning chemicals do not harm, dull or mark chrome finishes, do not scratch porcelain fixtures and do not harm or stain finishes of walls or stalls.

3. <u>Sweeping:</u> A properly swept floor is free of all dirt, dust, gum, grit, lint and debris.

4. Vacuuming:

a. Carpet is to be free from soil and debris. The vacuumed fibers should be cleaned so as to protect pile from matting (preferably using a machine with cylindrical brushing action). Effective vacuuming requires multiple, slow deliberate passes to ensure the removal of soil and dust at and/or below the carpet surface.

b. The selected Respondent shall be required to use approved commercial dual motor driven vacuums with bristle beater bars and HEPA filtration.

5. <u>Damp Mopping:</u> A satisfactorily damp mopped floor is free of dirt, dust, marks, film, streaks, debris, and/or standing water. The Contractor will provide a sufficient number of barricades, traffic cones and proper slip hazard signs for each floor area being cleaned to adequately protect public and/or passersby.

6. <u>Dust Mopping:</u> A satisfactorily dust mopped floor is free of all dirt, dust, lint and debris. The selected Respondent shall use microfiber mops to reduce air borne contaminants. All hard floors shall be dust mopped each night, including under all furniture and behind all waste receptacles, machines, etc. Stanchions in the checkpoint areas shall be moved and placed back in the same configuration after work is completed. Any other items moved shall also be returned to the original positions.

7. <u>Metal Cleaning:</u> All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance, free from spots, smudges and streaks. Cleaning agent is to be removed from all adjacent surfaces and surrounding finishes will not be damaged, oil based cleaners are to be avoided.

8. <u>Glass Cleaning:</u>

a. Glass is clean when all glass surfaces are without streaks, film, deposits, and stains and have a uniformly bright appearance and adjacent surfaces, including mullions and window sills have been wiped clean.

b. Glass cleaning work shall be accomplished with the least possible interference to Airport passengers and operations. Dark or tinted glass is to be included in cleaning service.

9. <u>Wall Washing:</u> After cleaning, the surfaces of all walls, exposed pipes and equipment will have a uniformly clean appearance, be free from dirt, stains, streaks, lint and cleaning marks. Painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film streaks and deposits.

10. <u>Spot Cleaning Carpets:</u> A carpet adequately spot cleaned is free of all stains,

deposits, gum, and spills, leaving a uniform appearance. Care will be taken to use a product that will not harm the carpet fibers and will ensure complete surface removal. Adjacent surfaces will be protected or cleaned following the spot removal operation.

11. <u>Spot Cleaning Fabrics:</u> All stains, gum, food debris, sticky substances, vomit, trash, bio-hazard spills, and any other substances shall be removed from the fabric on chairs, benches, and other surfaces each night using a properly diluted cleaning solution. The selected Respondent shall take care to use a product that will not harm the fabric fibers and ensure complete spot removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation.

12. <u>Entrance Vestibule Areas:</u> Entrances to the Airport Facilities shall present a clean, well kept, orderly and welcoming appearance. Debris is to be swept up and put in the trash; entrance carpet is to be vacuumed and maintained free from soil, debris and gum. Gum and spills are to be removed daily. Spot clean doors, glass and doorframes, carpet and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

13. <u>Sidewalks – Front of Terminal, Garages and Parking Lots:</u> The Frontal sidewalks from C Concourse from outside parking lot and then continuing around the Ground Transportation Center to the entrance of the Rental Car Ready Return, parking garages and surface parking lots shall be policed for litter (this is a walking route), waste and recycling receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions, Front of Terminal sidewalks shall be pressure washed on a seasonal basis (per specifications). Sidewalk pressure washing must be coordinated and completed prior to commencing window washing. The parking garage stairs and landings shall be swept.

14. <u>Waste and Recycling Receptacles</u>: Waste and recycling receptacles are to be emptied and spot cleaned as needed to maintain safe and sanitary conditions, walls or surfaces surrounding the receptacles are to be spot cleaned and the floors under and near the cans are to be clean and kept free of stains, spots, rust, and rings. Liners are to be replaced at each emptying of the receptacle; receptacles shall not be allowed to overflow. Periodically, all receptacles are to be thoroughly cleaned, inside and out as needed with germicidal detergent. All receptacles in the public areas are to be kept neatly aligned and the receptacle(s) turned with lettering or signage facing out for easy visibility.

15. <u>Drinking Fountains:</u> Clean drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other removable soil and present a uniformly bright appearance. Clean and disinfect all polished metal surfaces including the orifices and drain; care shall be taken to prevent overspray or damage to other surrounding finishes or walls. Surrounding walls, floors, and other surfaces shall be kept clean and free of streaks, water spots and stains.

16. <u>Public and Courtesy Telephones</u>: Public telephones and surrounding areas shall present a clean appearance free of dust, dirt stains, debris, graffiti and smudges. Telephones shall be cleaned and sanitized and left with a uniformly bright appearance.

17. <u>Elevators and Adjacent Areas</u>: All interior and exterior walls, floors, doors, ceilings, door tracks, glass, switches, buttons, controls and equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Floors are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of

residue and spotting following cleaning procedures. Elevator and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

18. <u>Escalators, and Adjacent Areas:</u> All interior and exterior areas, cladding, glass, treads and risers, landings, handrails, switches, buttons, controls and related equipment will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks and be maintained in accordance with standards listed herein. Adjacent floor areas are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with standards listed herein. All adjacent areas are to be left free of residue and spotting following cleaning procedures. Escalators and adjacent areas are to be maintained as needed to ensure acceptable appearance at all times.

19. <u>Stairwells/ Halls:</u> All walls, floors, stairs, stair treads, doors, door thresholds, and glass will have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes will be maintained according to the standards listed herein, care and detail shall be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs and debris according to need. Railings will have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

20. <u>Smoking Shelters:</u> All interior and exterior walls, floors, doors, ceilings, door thresholds, and glass will have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint and cleaning marks. Smoking shelters will be policed; cigarette butts will be disposed of and receptacles shall be spot cleaned and kept free of dirt, stains, spills or adhered foreign substances and seating areas will maintained free of litter, spills, dirt, dust, and debris. Sand used in cigarette butt receptacles shall be replaced and maintained to ensure acceptable appearance at all times. Metal and bright work is to be maintained in accordance with standards listed herein. All areas are to be left free of residue and spotting following cleaning procedures.

21. <u>Vents/Grills/Exhaust Fans/Light Fixtures:</u> Vents, diffuser and exhaust fans, grills, and light fixtures will have a uniformly clean appearance, free from dirt, dust, stains and cobwebs.

22. <u>Mechanical Rooms:</u> Mechanical rooms that the selected Respondent is allowed access to shall be kept neat and free of unauthorized storage items and debris. Electrical panels must be accessible at all times.

23. <u>Walkways and Elevator Landings:</u> Floor areas are to be swept free of all dirt and dust, pick up litter and debris, empty trash cans and spot clean as required. Scrub sealed concrete and/or concrete floor surfaces as needed or as may be called out in the specifications to maintain surfaces free of embedded soiling, film, removable stains, gum, marks and standing water. Trash cans, seating and other movable items will be shifted for complete cleaning of floor surface and returned to original positions and floor will have a uniformly clean appearance. Dust and clean all ledges, edges and maintain walls, railings, and windows according to standards listed herein.

24. <u>Rotunda Area:</u> The selected Respondent shall not be required to do any cleaning in food service areas, including food court areas, with the exception of the general seating area in the Rotunda located between concessions. This specific general seating area shall only require hard floor care services and general wipe down of tables and chairs.

25. All chemicals and procedures used in janitorial cleaning must be preapproved by the Airport's Facilities Maintenance Superintendent ("FMS"). If the end result is obviously below standards and the discrepancy is caused by improper procedures or materials used, then it is the selected Respondent's responsibility to correct the deficiency within twenty-four (24) hours of notification of the discrepancy for project cleaning work and within thirty (30) minutes for work that can be corrected without adverse impact to Airport operations.

B. Window Cleaning Standards

Cleaning of all interior and exterior windows, for all Airport Facilities are included as a part of this Contract, with the exception of the interior windows located within Airport Concessionaire leased space. Windows shall be free of dust and loose, adhered, and impregnated soil over the entire surface of the glass. When cleaned the glass shall be clean and free of streaks, drips, mildew, and fingerprints and all moisture shall be removed from sills, sunshades, louvers, mullions, connecting pipes, related supporting structures, light fixtures, walls, and floor surfaces.

The selected Respondent shall be required to define their window cleaning processes and to provide a detailed cleaning schedule prior to the award of this Contract. Documentation shall be kept by the selected Respondent showing that the proper cleaning processes have been performed and the agreed upon cleaning schedule has been met.

C. Floor Care Standards

The selected Respondent shall provide all carpet and hard floor cleaning products and equipment. It is not the Airport's intent to require a specific brand of product or equipment; however, the Airport reserves the right to review the selected Respondent's proposed cleaning equipment and materials. If the Contractor's cleaning equipment or products do not, in the Airport's opinion, provide effective sanitation and/or cleanliness of the facilities, the Airport may request alternate products/equipment. Flooring manufacturers cleaning recommendations should be closely followed.

1. The selected Respondent shall schedule the daily floor cleaning requirements to achieve complete facility cleaning. The Airport reserves the right to approve and make suggested changes to the schedule. Changes to the Cleaning Plan shall be mutually agreed upon by both parties. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.

2. Floor care equipment must be in good repair at all times. The Airport's FMS or designee reserves the right to inspect equipment regularly. The selected Respondent shall not remove any floor drains or screens in any sink. The selected Respondent shall incur charges if carpet fibers, mop strings, rubber gloves, stripper or waxes, or any other cleaning debris are the cause for any clogged drains.

3. All chemicals and procedures used in floor care must be pre-approved by the Airport's FMS. If the end result is below standards and the discrepancy is caused by improper procedures or materials used, then it is the selected Respondent's responsibility to correct the deficiency within twenty-four hours of notification of the discrepancy.

4. The selected Respondent shall provide a sufficient number of barricades, traffic cones and proper slip hazard signs for each floor area being cleaned to adequately protect public

and/or passersby. All barricades, traffic cones and signage will be professionally designed for its intended use and will meet all OSHA safety standards. All signage used by the selected Respondent shall have symbols on signage that meet International Standards developed by ISO, available at http://www.iso.org/iso/graphical-symbols_booklet.pdf. All barricades and directional equipment will be maintained to provide a clean and professional appearance.

5. The selected Respondent shall be required to define their carpet care and hard floor care processes prior to the award of this Contract. Documentation shall be kept by the selected Respondent showing that the proper carpet care and hard floor care processes have been performed and the agreed upon schedules have been met.

a. CARPET

1. The following standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for carpets, shall be included as though written into these standards.

2. Carpets shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. Upon completion of routine work, carpet shall be free of debris, soil and dust and shall present a uniform and bright appearance when dry. The practice of using a bonnet for cleaning or drying of carpet is not allowed. The use of rotary equipment is to be avoided to prevent damage to carpet fibers and whenever possible cleaning, extracting, pile lifting and vacuuming shall be accomplished using equipment with a cylindrical action to prevent pile from matting.

3. Pile lifting is an integral part of carpet cleaning in high traffic areas and is required in all terminals and heavy traffic areas.

4. The selected Respondent shall vacuum and clean the interior and exterior walk-off mats. After vacuuming and cleaning the mats shall be free of all visible lint, litter and soil. Carpet style entrance mats shall be vacuumed to remove soil and dirt and to restore resiliency of the carpet pile. Rubber or polyester entrance mats shall be swept and vacuumed to remove soil and grit. Mats at SIA shall also be extracted or hosed down and then dried. Soil underneath entrance mats shall be removed, rubber backing shall be cleaned to prevent mats from shifting or "walking" and clean mats returned to their normal location. Mats must not overlap each other at any time. The use of mats at SIA are on a seasonal basis.

5. The selected Contractor is responsible for moving and replacing all furniture, seating, waste receptacles and non-stationary objects in the areas to be cleaned to ensure the entire floor surface will be cleaned. Carpet odors are to be removed, and carpet is to be left smelling fresh and clean. All carpet coverings in public traffic areas shall be dry by 4:00 a.m.

6. Interim cleaning is low moisture cleaning of the carpets and includes the use of properly applied spotting and encapsulation chemicals following the manufacturer's recommendations. Interim cleaning is defined as the spot cleaning, pile lifting, vacuuming, and application and brushing in of encapsulating chemical followed by another complete vacuuming. Interim cleaning shall be performed on a regular basis and more frequently in high traffic areas and shall provide for carpets free of spots, accumulated dirt and grime. The nap of the carpet shall be lifted with proper pile lifting and complete vacuuming, following a pattern that will give the

carpet pile a clean and uniform appearance, shall be completed. Chairs, trash and recycling receptacles, tables, benches and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets.

7. Deep extraction of carpets shall be performed to remove embedded dirt and grime, to lift carpet pile, and to return carpets to a clean, bright and uniform appearance. Extraction is defined as the spot cleaning, pile lifting, vacuuming, operation of the extraction equipment, and grooming of all carpet in an area. All vacuuming, both before and after the use of the hot water extraction equipment, shall be done with an upright or ride on vacuum with active vacuum and cylindrical brushing action. Stained areas shall be treated with spot cleaning solutions following the manufacturer's recommendations. The spot cleaning process shall be performed until as much of the stain as possible has been removed. Pile lifting shall be done before the extraction process. The hot water extraction equipment, attachments, materials and supplies shall meet or exceed the Standards and the selected Respondent shall ensure that the operators are properly trained and all safety precautions are met. The extraction process shall be operated over the entire carpeted surface and all instructions provided by the carpet manufacturer, the manufacturer of the equipment, materials and chemicals shall be followed during this process. Chairs, trash and recycling receptacles, tables, benches and any other non-fixed items shall be tipped or moved where necessary to allow for cleaning of the whole surface and shall then be placed back into their original positions after the carpets are adequately dry. Fans and air movers shall be used to ensure proper drying of carpets. Work shall be scheduled in such a way that it does not disrupt the functions and normal day-to-day operations of the Airport.

8. Daily spot removal of carpet in all Airport public areas is required every night by the selected Respondent to ensure a visibly clean surface. The selected Respondent shall remove all stains, gum, food, debris, sticky substances, vomit, trash, bio-hazard spills, and other substances from the carpet each night using a properly diluted cleaning solution. Care will be taken to use a product that will not harm the carpet fibers and ensure complete surface removal. The adjacent surfaces shall be protected or cleaned following the spot removal operation. Damaged carpet shall be reported to the FMS with a description and location. Notification of damage or of stains that cannot be removed from a surface shall be forwarded to the FMS no later than the following work day.

b. HARD FLOORS

1. All floor care machines must remain twelve inches (12") away from any walls. Damage to walls caused by operation of selected Respondent's machinery shall be the responsibility of selected Respondent and repaired at selected Respondent's sole cost.

2. The following standards are not to be construed as complete. Any items not specifically included, but found necessary to properly care for all hard floor surfaces, shall be included as though written into these specifications. Hard floors shall be maintained in such a manner as to promote longevity and shall be left in a clean, orderly and safe condition. The end result of all hard floor cleaning procedures is to leave all surfaces free of dust, dirt soil, gum, cleaning agents, and all removable stains. Care shall be taken to avoid damaging any hard floor surface irrespective of the method of cleaning technique employed.

3. Hard floor surfaces which have been swept, mopped, or

cleaned with an auto scrubber shall present a uniformly clean appearance with no evidence of surface spoilage or spotting. Floors should be dry prior to any metal objects being placed back on the floor so as not to allow any rust to form on the floor. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. The selected Respondent is responsible for moving and replacing all furniture and small items in the area to be cleaned.

4. Floor finish removal (stripping) is accomplished when all visible floor surfaces, including surfaces that can be exposed by the removal of non-fixed furnishings, have all finish and/or sealer removed down to the flooring materials without causing damage, are free of all dirt, removable stains, deposits, debris, cleaning solution and standing water, and the floor has a uniform appearance when dry. Floors shall be scrubbed with a floor machine equipped with a stripping pad, except those areas where the use of manual devices is necessary, such as along walls, in corners, etc. The stripping solution and rinse water shall be picked-up with a wet/dry vacuum following finish removal operation immediately; the floor surface shall be left PH neutral. Care is to be taken to clean and leave no finish on window ledges, mullions, base boards, walls, doors, furniture, and other adjacent areas.

4a – Presently the terrazzo floor from GTC through main ticketing has been ground and polished (No Chemical finish)(this is concrete Terrazzo) – with exception of the Black Terrazzo Pie at the end of the arrival ramp (the pie section cannot be grounded and polished due to its composition- strip/wax/maintain like normal flooring). The terrazzo from the end of Main ticket all the way through C ticketing to include C screening, Lower Alaska Hold hallway and upper Alaska hold hallway - is Epoxy/Poly terrazzo and cannot be ground and polished.

5. A finished floor (application) is satisfactorily completed when all old wax/polish has been completely removed, including in corners and along edges and sufficient coats of wax/polish have been properly applied with enough drying time between each coat to assure that the reflectance shall be uniform with no streaking, swirls, globs, bubbling, or yellowing. The use of sealer prior to wax application will only be allowed with prior approval, waxes not requiring sealer are preferred. When waxing a floor, the Contractor shall utilize a premium, high solids (25 or higher content), high durable, wax that should last one year between stripping processes.

5a - The Floor finish process for the Epoxy Terrazzo from the end of Main ticket through C Ticket to includes C screening, lower and upper Alaska hold area hallways will use Hillyard Seal 341 or like product –this floor surface is uneven with many creases that cause waxes to unevenly discolor with regular floor care.

5b – Ground and polished Terrazzo will have no protectant applied – protectant has proven to tint the surface as well as discolor after a short period – the grinding and polishing process with use of the densifier protect the surface above expectations.

6. Finish recoating shall be done in traffic areas where finish has worn and needs to be recoated. A satisfactorily recoated floor is scrubbed, cleaned and rinsed in preparation to recoat with more finish. Care will be taken to apply finish to worn areas of the floor and feathered into the areas where the finish is not worn, and not to add unneeded layers of finish long edges or in areas where it does not wear.

6a - The areas where Terrazzo has been ground and polished need periodic restorative maintenance to maintain its luster as well as sealed properties – this is

accomplished referencing the attached Periodic Twister Process (Exhibit 4).

7. Auto scrubbing is satisfactorily performed when all surfaces are without embedded dirt, cleaning solution, film, debris, stains and marks, or standing water, and floor has a uniformly clean appearance. The method used must be sufficient to clean all grout and/or uneven floor surfaces. Floor surfaces should be PH neutral when scrubbing is complete. When cleaning with an auto scrubber extra time needs to be considered for detail mopping of corners, edges, around furniture, plants etc. and picking up any water left behind from the machine.

8. All finished floor areas will be buffed to an acceptable sheen with an acceptable floor buffer or burnisher as needed to sufficiently maintain maximum gloss on flooring without a matte finish. All residual dust from this process will be removed from the floor, edges, baseboards, and surrounding surfaces will be buffed.

8a- all ground and polished terrazzo will be polished weekly using a green Twister pad within the instructions of the Periodic Twister Process (Exhibit 4) and monthly using green twister pads (wet) on the machine scrubber prior to the weekly polish/burnish.

D. Waste Disposal Standards

1. All collected trash must be moved by the selected Respondent to the areas designated by the Airport for disposal. Trash is to be collected in clear liners and transported with the least amount of impact or inconvenience to Airport tenants, employees, or passengers. Trash is not to be left within the public way or within the public view.

2. If trash is stockpiled for reduced frequency of trips to the areas designated, the stock piling shall be done out of the public view and for no more than two (2) hours. The selected Respondent shall ensure that all its employees are properly trained in the operation of the compactor to ensure that trash is placed in the appropriate compactor, is completely compacted before leaving dock area, and to prevent "bridging" of debris within the compactor.

3. The selected Respondent shall ensure that its employees are trained to not utilize the same elevators as the public while transporting waste or offend the public with trash carts, or other cleaning equipment. All trash carts shall be kept clean, odor free, and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks, or other outside substances into the Airport Facilities is to be prevented at all times. The selected Respondent shall be held responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of trash carts or other equipment. All trash collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.

4. The selected Respondent shall remain the owner of all chemical products it specifies, procures, uses, and stores at the Airport Facilities. Upon completion of the Services, or termination of the Contract for any reason, the selected Respondent must remove and take possession of remaining stock, excluding a two (2) week supply of janitorial products and supplies for each Airport Facility, to ensure that adequate supplies are available through a transition period to a new Contractor.

5. Management and disposal of all chemical wastes (and wastes otherwise restricted from disposal as sanitary wastes,) and any associated costs, which are generated through the

selected Respondents cleaning actions, are the sole responsibility of the selected Respondent. Solid wastes that exhibit no hazardous characteristics or contamination by regulated substances may be disposed of responsibly in available on-site Airport trash receptacles or dumpsters. Recyclable materials should be collected and disposed of per the guidelines below. No waste materials or effluent may be discharged outdoors or to the Airport's storm water system. Only wastewaters suitable for discharge to the sanitary sewer will be allowable. All sanitary sewer discharges shall comply with Airport regulations.

E. Recycling Program Collection Standards

1. The selected Respondent shall support the Airport's commitment to recycling. Recyclables collected from the public areas of the Airport Facilities shall be placed in clear or opaque liners so that recyclable materials can be clearly identified and kept separate from collected waste. The selected Respondent shall be responsible for placing segregated waste materials into the proper receptacles. This includes all current and future waste streams and recycling/composting waste streams. The selected Respondent shall handle segregated materials in a manner to ensure that recycling/composting receptacles are not used for inappropriate materials.

2. Single stream recyclables - including but not limited to, clean paper and cardboard, newsprint, numbered plastic, aluminum, telephone books, and glass bottles and jars shall be transported to the areas designated or to collection sites as designated by the Airport. The selected Respondent'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.

3. Cardboard is to be collected separately at Business Park buildings 700 and 1200 and transported to the designated cardboard containers.

4. The selected Respondent shall ensure that employees are trained to not utilize the same elevators as the public while transporting recyclables or offend the public with recycle carts or other cleaning equipment. All recycle carts shall be kept clean, odor free and well maintained. Tracking of oil, dirt, debris, salt, grease, black drag or wheel marks or other outside substances into the Airport Facilities is to be prevented at all times. The selected Respondent shall be held responsible for damages to floor finishes or other surfaces caused by improper use or maintenance of recycle carts. All recycling collection containers shall be pretreated and cleaned on a regular basis to prevent offending odors and unprofessional appearance.

5. The selected Respondent shall be responsible for supporting any future recycling/composting efforts or program enhancements that the Airport implements during the term of the Contract. This may include, but is not limited to, changes in the recycling materials, segregation approach, locations and types of receptacles, and volume of materials generated. The selected Respondent shall be constructive in their efforts to comply with Airport's recycling, composting and waste management programs.

F. Policing Services ("Policing")

1. Policing of the Airport public areas is a supplement to the Standards listed herein for restrooms, public seating areas, gate hold areas, terminals, concourses and connectors. The services performed under Policing reflect the specific items detailed under these Standards, the primary difference in performance of Policing services and the detailed Janitorial Standards are that not <u>all</u> of the services under the Standards are required when Policing services are performed. Whereas

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in Policing, the selected Respondent schedules the appropriate level of cleaning and supplies replenishing in a manner necessary to keep the Airport public locations up to acceptable Standards at all times.

2. The selected Respondent may have to adjust Policing frequencies at various times and at various locations established at the start of the Contract to accommodate the conditions and usage patterns in the Terminal and Concourses throughout the Contract period. Policing shall be done as outlined to ensure the Airport Facilities present a clean image to the traveling public and other users of the Airport and to ensure the Airport Facilities are free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

G. Specific Area Cleaning Standards

1. <u>Public Restrooms/Nursing Stations</u>

Public restrooms/Nursing Stations shall be kept clean and shall not become dull in appearance. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow. All surfaces of basins, bowls, toilets, seats, urinals, baby changing stations and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed and dried spot free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies will only be stocked or stored in designated locations. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Special care shall be given to prevent standing water and slick surfaces and the selected Respondent shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable. Policing of public restrooms shall be accomplished as often as possible between and as soon as possible after flight banks to provide for the least impact on the traveling public and to maintain restrooms at the highest level of cleanliness possible, typical average policing shall occur during peak travel times. Closure of the public restrooms is prohibited. Restrooms shall not be cleaned by the opposite gender at any time. The selected Respondent shall notify the FMS to report any inoperable fixture within the restrooms.

The selected Respondent shall be required to define their deep cleaning restroom cleaning processes prior to the award of this Contract. Documentation shall be kept by the selected Respondent showing that the proper cleaning process has been performed and the agreed upon cleaning schedule has been met.

2. <u>Showers/Sauna</u>

Certain locations in the Business Park have showers and/or a sauna which is utilized by Airport tenants. The sauna must have the walls wiped with an approved cleaner and the seating must be disinfected with an approved disinfectant. The shower areas must have the glass shower doors cleaned inside and out ensuring all soap scum is removed. Hard water spots must be removed from tile shower walls using a proper solution for tile. Tile or composite shower walls and floors must also be steam cleaned and any mats should be cleaned and dried.

3. <u>Public Seating Areas</u>

Seating areas that are designated as part of the selected Respondent's responsibility are to be maintained free of litter, spills, food and drink waste, packaging, accumulated dust, dirt, gum, stickers, and debris. All furniture surfaces, table tops, counters, seats, backs, legs, feet, arms and seams shall be wiped clean and fabrics shall be spot free and have a uniformly clean appearance, free from dirt, dust, stickers, stains, streaks, lint, and cleaning marks. Tables and chairs that have been displaced shall be repositioned and straightened taking care to prevent damage to wall finishes. Floors are to be maintained according to standards for carpet and/or hard surface materials. Metal and bright work is to be maintained in accordance with Standards listed herein. Regular policing of public seating areas shall be done to ensure all seating and adjacent areas are maintained as needed to ensure acceptable appearance at all times.

4. <u>Public Open Floor Space Areas</u>

The Airport Facilities terminals, concourses, connectors, sky-bridges, walkways, halls, stairs, and other movement areas are considered to be public open floor space areas. Policing of the public open floor space areas is a supplement to the Standards listed herein for smoking shelters, gate hold areas, terminals, ramps, concourses and connectors. The Standards listed herein for floor finishes, walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times. The public open floor space areas shall be policed on a regular schedule to ensure that acceptable standards are maintained at all times.

The selected Respondent may have to adjust Policing frequencies at various times and at various locations to accommodate the conditions and usage patterns in the terminals and concourses throughout the term of the Contract. Policing shall be done as outlined to ensure the Airport Facilities present a clean image to the traveling public and other users of the Airport and is free of dust, dirt, debris, scuff marks, stains, soil, film, wet spills, and odors.

5. <u>Office Areas</u>

Office areas shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned and liners replaced as required. Non-carpeted floors are to be swept/dust mopped. Carpeted floors vacuumed and spot clean all carpets to remove stains, deposits, gum, and spills. All shelves, counters, cabinets and cases are to be free of accumulated dust and debris. Wipe clean all tables, desks, counters, chairs and chair legs. Spot clean all hard surface walls to remove fingerprints, dust, soil, and marks. Leave all areas as found with regards to occupant's personal effects and work items, personal effects, electronics, work items, and electrical plugs are not to be moved or rearranged during cleaning. The selected Respondent shall prohibit its employees from opening desk drawers or cabinets, or using the telephone or other office equipment. All office areas shall be cleaned after 6:00 p.m. with the exception of Building 700 (Business Park) which must be cleaned between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday only, excluding legal holidays. Contractor shall meet all security requirements for facilities that have tenant mandated security.

6. <u>Non-Public Restrooms and Public Standalone Restrooms</u>

Non-public restrooms shall be kept clean and shall not become dull in appearance. Waste receptacles are to be emptied and spot cleaned, trash is not allowed to overflow. All

surfaces of basins, bowls, toilets, seats, urinals, and all other restroom surfaces within touchable range will be properly cleaned, sanitized, rinsed and dried spot free. De-scaling shall be performed as required to keep surfaces free from streaks, stains, scale, scum, urine deposits, and rust stains. Dispensers shall be emptied prior to being cleaned and then refilled with supplies. Dispensers shall not run out of supplies during operational hours and supplies will only be stocked or stored in designated locations. Spot clean light switches, doors and walls. All restroom mirrors, basins, shelves/counters, bright work, and stainless steel or solid surface partitions shall have a clean and polished appearance. Solid surface materials shall not become stained or dingy. Floor and wall tile shall be maintained to standards listed herein and special care given to grout, baseboards, drains, and edge details around stall wall supports, counters, trash receptacles and all other permanently fixed equipment or finishes to prevent buildup of odor causing bacteria. Special care shall be given to prevent standing water and slick surfaces and the selected Respondent shall use appropriate signage and barricades to protect against slip and falls. Flooding of restroom surfaces is not acceptable. The selected Respondent shall notify the FMS to report any inoperable fixture within the restrooms.

7. <u>Non-Public Break Rooms</u>

Non-public break rooms shall present a clean, well kept, orderly and professional appearance. Waste receptacles are to be emptied, spot cleaned and liners replaced as required. All shelves, counters, cabinets and ceases are to be free of accumulated dust and debris. Wipe clean and sanitize all counter tops, refrigerators (exterior), tables, chairs, cabinets (exterior), coffee makers (exterior), vending machines, microwave ovens (exterior), exterior and interior of trash receptacles, wall area surrounding trash receptacles, and paper towel dispensers. Non-carpeted floors are to be swept or dust mopped and then wet mopped. Floors are to be maintained according to standards for carpet and/or hard surface materials.

8. <u>Non-Public Common Areas</u>

The Airport operational areas located under or behind the public areas of the terminals, concourses, and connectors, and in support buildings throughout the Airport Facilities consist of many non-public common areas that include, but are not limited to; walkways, halls, stairs, entrances, vestibules, reception areas and other operational movement areas. The standards listed herein for walls, stairs, halls, bright work, drinking fountains, windows and glass, etc. shall be maintained at acceptable cleaning levels at all times. All walls, floors, stairs, stair treads, doors, ceilings, door thresholds, and glass shall have a uniformly clean appearance, free from dirt, dust, stickers, gum, stains, marks, streaks, lint and cleaning marks. Floor and wall finishes will be maintained according to the Standards listed herein and care and detail shall be paid to treads, grids, edges and base boards to ensure acceptable appearance at all times. Concrete surfaces are to be swept of all dirt, dust, cobwebs and debris according to need. Railings shall have a uniformly clean appearance, free from dirt, stains, smudges, adhered foreign substances, grease, oil and grime.

9. <u>Exterior Areas: Terminal Dock/Compactor Area</u>

Concrete docks, the ramp behind the Main Terminal and the areas surrounding the trash compactor and recycling containers are to be monitored and swept of all dirt and debris. All litter, cigarette butts, rubber gloves and debris shall be picked up including in the immediate area surrounding the compactors. Compactors shall be run to ensure all trash is compacted. Any "bridged" trash shall be cleared and the dock should be free of accumulated trash.

The selected Respondent shall, when weather permits, clean the dock. All

areas should be swept free of loose trash and debris. The selected Respondent shall provide a sufficient number of barricades, traffic cones and slip hazard signs for each area being cleaned to adequately protect any passerbys. The selected Respondent shall clear area of trash and cardboard accumulation once per week. Respondent shall coordinate with SIA Maintenance for degreasing/pressure washing which shall be done at a minimum of twice a year.

10. <u>Passenger Loading Bridges ("PLB's")</u>

All interior finishes of the PLB's shall meet the standards listed herein for floors, walls, glass, doors, handrails and ceilings. The selected Respondent shall coordinate with the Airport to schedule deep cleaning that requires closing of the bridge. Respondent is only responsible for the cleanliness of the PLB.

I. Dispensers

1. All dispensers (soap dispensers, toilet paper and towel dispensers, tampon machines, etc.) within the areas serviced by the selected Respondent shall be purchased, supplied and installed by the Airport, and stocked and maintained by the selected Respondent, unless otherwise specified in writing by the Airport's FMS. The Airport shall provide all sanitary napkins and tampons to the selected Respondent.

2. Sanitary napkins and tampons are currently provided as a complimentary item. The Airport's FMS shall have a record of supplies purchased and provided for re-stocking.

3. The selected Respondent shall not be required to replace or repair any defective or damaged dispensers or any parts thereof, except for damage to sanitary napkin and tampon dispensers caused by neglect or damage caused by the selected Respondent. The selected Respondent's employees shall report any defective or damaged dispensers or any parts thereof to the FMS upon discovery.

4. The Airport's FMS shall be notified immediately of any sanitary napkin or tampon dispensers that are inoperable and the status of pending repairs or replacement (if damage caused by Respondent). The Airport shall provide timely maintenance and repair of sanitary napkin and tampon dispensers to ensure product availability to customers.

6. SUSTAINABLE CLEANING STANDARD AND PROCESSES

A. <u>Environmentally Preferred Products</u>

"Environmentally preferred" means products or services that a have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the potential employee health and environmental effects of a product, as well as special funding requirements, and disposal costs.

The products that are selected for use in this Contract should not cause physical and health hazards. The selected Respondent is encouraged to use chemical products that avoid solvent based additives unless preauthorized by the Airport's FMS. Acceptable products shall adhere to the following criteria and apply to all chemicals used for this Contract.

B. Low Environmental Impact Cleaning Policy

The Airport's policy is to use cleaning practices and associated cleaning product and janitorial supply purchases to promote sustainability and improve building safety and occupant well-being. These practices ensure that all cleaning procedures, equipment, cleaning chemicals, and janitorial supplies in use at Airport-owned facilities assure a clean and safe building, reduce the risk of toxic chemical exposure to janitorial staff and building occupants, and maintain healthy air quality.

C. <u>Sustainable Cleaning Systems</u>

The use of sustainable cleaning systems protects the environment and protects occupant exposure to toxic materials by reducing the overall need for the selected Respondent's janitorial staff to clean chemically. Wherever feasible, use of microfiber dry mopping of floors and dry-wipe cleaning of hard surfaces should be employed, which in conjunction with the entryway systems, use of HEPA filters, and a daytime vacuum program to eliminate pollutants, reduce the need for wet/chemical cleaning. When cleaning chemicals are used, the selected Respondent's janitorial staff shall use <u>concentrated products diluted on site wherever available</u>, which reduces energy use involved with the transportation of product and resource conservation from reduced packaging.

D. <u>Sustainable Cleaning Operating Procedures and Audits</u>

The selected Respondent shall have appropriate standard operating procedures in place which reflect the core principles of sustainable cleaning. Procedures shall address how janitorial cleaning, hard floor maintenance, and carpet maintenance will be consistently implemented, managed, and audited. Procedures should also include proactive strategies to reduce contaminant infiltration at the source (e.g., walk-off mats, daytime vacuuming).

Custodial cleaning effectiveness assessments by the Airport's FMS will be conducted.

E. <u>Environmental Health and Safety Regulations Compliance</u>

The selected Respondent must ensure compliance with all federal, state, and local health, safety and environmental regulations in accordance with the terms of the Contract. This includes compliance with Occupational Health and Safety Act (OSHA) requirements under the Hazard Communication Standard, the Department of Ecology. Chemical storage on site should be limited and chemicals must be stored safely with appropriate spill response equipment, procedures, and staff training. The Airport's FMS will assist in ensuring compliance with such regulations throughout the Airport Facilities. The selected Respondent must provide a detailed plan that addresses safe storage of chemicals such as cleaning products and that applicable spill response and secondary containment are being used at the Airport Facilities where appropriate.

F. Flooring Systems

All floor finishing products must be pre-approved by the Airport's FMS prior to use at the Airport Facilities. The selected Respondent shall not bring in any additional floor finish products without prior authorization. The selected Respondent shall also ensure that only approved products are used and that the Material Safety Data Sheets are maintained on site for all flooring finish products and are available to all staff.

G. Floor Maintenance Logs

The selected Respondent shall keep a written floor maintenance log that details the number of coats applied as the base and top coats and the duration between stripping and re-coat cycles. The selected Respondent shall ensure that proper logs are kept and that floors are re-coated per the requirements of the Contract. Copies of the floor maintenance logs shall be provided to the FMS upon request.

H. <u>Sustainable Cleaning Products and Materials</u>

The Airport's preference is to purchase sustainable cleaning products and materials when feasible. This includes all cleaning chemicals, janitorial supplies, rubber gloves, and etc. Sustainable cleaning chemicals shall meet the criteria of either Green Seal standard GS-37 "Industrial and Institutional Cleaners" and/or DFE (Designed For Environment) standards.

Use of sustainable cleaning products is achieved through coordination with the selected Respondent who shall use cleaning chemicals that are primarily Green Seal GS-37 and/or are DFE certified products when feasible. The Airport's FMS shall only allow on site chemicals which have been approved for use at the Airport Facilities.

A log sheet of the chemicals stored and used at the Airport Facilities shall be maintained by the selected Respondent. The selected Respondent shall also provide readily-available and organized Material Safety Data Sheets along with the log sheet, to facilitate review or inspection by the Airport at any time. The log sheet shall record the manufacturer and product name, quantity, unit of measure, mixture ratio, and amounts consumed at the Airport Facility.

Janitorial paper products, hand soap, and trash liners are generally procured by Airport through existing Airport wide purchase Contracts. Recycled-content products meeting the EPA recovered-content criteria are selected wherever possible.

I. <u>Chemical Concentrations and Dilution Systems</u>

Concentrated products diluted on site are preferred, however when applicable, concentrated cleaning products that are packaged in "ready-to- dispense" (RTD) or other appropriate dilution systems are acceptable. All product dilution/dispensing systems shall be pre-approved by the Airport's FMS. Concentrated packaging systems are used to dilute and dispense a wide variety of concentrated cleaning solutions, from general purpose cleaners and glass cleaners to floor cleaners and restroom cleaners.

J. <u>Training of Selected Respondent's Personnel</u>

The Airport requires that the selected Respondent provide initial and ongoing training for its employees in the following areas at a minimum. All training shall be documented on signed roster sheets provided to the Airport's FMS upon request.

1. OSHA Hazard Communication Standard / Reading a Material Safety Data Sheet Safe Handling, Use, and Disposal of Cleaning Materials, including Spill Response Proper Recycling Practices

2. Proper Mixing and Dilution of Concentrated Chemicals

- 3. Hazardous Materials and Blood Borne Pathogen Training
- 4. Ergonomic Training, including Safe Lifting Practices and Proper Equipment

Handling

7. AIRPORT PROVIDED ITEMS

A. Airport shall provide hand towels (flat & rolled), toilet tissue, hand soaps, trash can liners, urinal screens, urinal mats, trash cans, recycle containers, feminine products, sani-sacs, toilet seat covers, hand sanitizers and pet relief station supplies. The selected Respondent shall fill all dispensers as needed with the Airport provided supplies. Airport's FMS or representative will issue supplies and monitor their use. The selected Respondent shall implement and document control measures to prevent waste or theft.

B. Airport shall provide storage space and utilities as reasonably necessary for the performance of the selected Respondent's duties at the Airport Facilities at no cost to the selected Respondent. Airport shall provide at a minimum the following:

- Break room for the selected Respondent's employees
- Storage rooms and janitor closets

C. Current janitorial provider leases two hundred thirty nine (239) square feet of office space. The current rental rate is \$657.05 per month or \$32.99 per square foot per annum. Said amount does not include Washington State Leasehold tax which is currently 12.84%. The rental rate is subject to adjustment annually based on terminal rates and charges on January 1st of each year. Respondent shall enter into a lease agreement for office space.

8. PARKING

A. Airport shall provide parking for the selected Respondent's On-Site Manager and authorized alternate by furnishing the selected Respondent with two (2) parking spaces in the SIA Parking Garage.

B. The selected Respondent shall obtain employee parking permits from the Airport's Parking Department at the current rate of twenty dollars (\$20.00) per person per month. The rate is subject to adjustment January 1st of each year.

9. PRE START-UP MEETING AND START-UP

A. The successful Respondent shall be required to attend a start-up meeting with the Airport's FMS no less than two (2) weeks prior to the commencement of the transition period. The meeting may include a guided walk of the Airport Facilities.

B. The selected Respondent's On-Site Manager and supervisors shall be present to orient employees on the first day of work and throughout the entire term of the Contract. The On-Site Manager shall manage the Contract and oversee janitorial operations.



10. CLEANING FREQUENCIES

The selected Respondent shall be responsible for scheduling the daily cleaning to achieve complete Airport Facilities cleanliness and shall develop Management and Operational Plans to cover all functions of the janitorial services, hard floor/carpet cleaning and interior/exterior window cleaning. Additionally, the Selected Respondent shall respond to all trouble calls issued from the Airport Police Dispatch and the FMS, which may include notice of spills, debris, or biohazard cleanup. Airport reserves the right to approve and make suggested changes to the schedule and Management and Operational Plans set up by the selected Respondent. Work shall be scheduled in a way that does not disrupt the functions and normal day-to-day procedures of the Airport Facilities and shall in no way interfere with the normal routine of the Airport's tenants, employees, or the public. The selected Respondent shall keep on file and furnish to the Airport's FMS a work organization chart.

The intent of this Contract is that the selected Respondent will be solely responsible for the cleanliness of the Airport Facilities at all times. The selected Respondent shall include with Proposal a monthly schedule of staff per shift and daily cleaning schedule to meet the Standards prior to award of this Contract.

11. WORK TIME DESIGNATIONS

Unless designated otherwise, the following time schedule definitions are applicable:

A. Three times daily – work to be performed once per shift.

B. Two times daily - work to be performed once during day shift and once during evening shift.

C. One time daily - daily work to be performed each day at the selected Respondent's discretion with the Airport's FMS's prior approval.

D. Once per week (weekly) - work to be performed once per week, with a minimum of four days apart, at the selected Respondent's discretion with the Airport's FMS's prior approval.

E. Bi-Weekly in all cases is once every two weeks.

F. Twice per week - work to be performed twice per week, with a minimum of two days apart, at the selected Respondent's discretion with the Airport's FMS's prior approval.

G. Three times per week - work to be performed on three times a week with a minimum of one day apart.

H. Once per month (monthly) - work to be performed once per month with a minimum of three weeks apart.

I. Twice per month - work to be performed twice per month with a minimum of two weeks apart.

J. Once per Contract year (yearly) – work to be performed once per Contract year within the first 90 days of each twelve month period.

K. Twice per Contract year – work to be performed twice per Contract year with the first

work to be performed within the first sixty days and at six months thereafter of each twelve month period.

L. Four times per Contract year (quarterly) – work to be performed at approximately ninety day intervals with the first work to be performed within the first thirty days of each Contract year.

M. As needed - determined by Airport's FMS.

12. HOLIDAYS

The selected Respondent shall be aware that SIA operates 24 hours per day, 365 days a year. The selected Respondent shall provide service at SIA and public restrooms at Felts Field during holidays at no additional cost to the Airport.

13. IRREGULAR OPERATIONS AND EMERGENCY RESPONSE

It is expected under this Contract that the selected Respondent shall respond to unusual or irregular operational requests, emergency calls, special events, plumbing repairs and/or drain back-ups, weather related cleanup, or unforeseen circumstances at no additional cost to the Airport. The Airport is a constantly changing, 24/7 environment and unforeseen and/or irregular operations outside of the normal scope of work are to be expected.

An emergency call is defined as a report of a condition/failure constituting immediate danger to personnel or property. This includes, but is not limited to; flooding, plumbing problems that caused flooding, leaking ceilings/roofs, and broken water pipes. It is understood by the Airport that large emergencies such as floods or sewer backups may pull the selected Respondent's personnel from other non-critical duties for the duration of the cleanup. The selected Respondent shall respond immediately to all emergency calls. The use of proper safety gear, signage, or barricades shall be used as required to ensure the safety of the traveling public and other Airport users or personnel.

For circumstances which interrupt or otherwise adversely impact either Airport operations or Airport Tenants, the selected Respondent shall respond within thirty (30) minutes of notification, with appropriate equipment, and remain on the job until the problem has been resolved or Airport's FMS gives permission to leave.

14. COMMUNICATION DEVICES

A. The selected Respondent shall provide communication devices including, but not limited to, cell phones, pagers, and radios to each shift supervisor, management team member and any other key employees as determined necessary by the selected Respondent to provide effective communications to and from the Airport Police Dispatch, Airport's FMS, and other Airport employees, and to effectively and efficiently perform the Services under the Contract. The selected Respondent shall also be responsible for providing all necessary maintenance, chargers, and accessories for any communication devices.

B. Personal cell phone, music, media, or video playing devices used by the selected Respondent's employees is prohibited while performing duties under this Contract. Telephone calls from all types of phones are restricted to breaks and lunches, unless employee is reporting to a

supervisor, Airport Police Dispatch or the FMS using a white courtesy phone. Emergency calls will be placed and received only at designated telephones in the selected Respondent's offices or by using a white courtesy phone in the public areas of the Airport Facilities. A list of emergency telephone numbers shall be maintained at the work locations by the selected Respondent and shall include the Police, Fire Departments, FMS and other Emergency numbers.

15. CRITICAL AND/OR NEEDED REPAIRS

The selected Respondent's On-Site Manager and Supervisor(s) shall promptly notify, via cell phone or white courtesy telephone, Airport Police Dispatch and the FMS of any needed repairs and/or damage to fixtures, buildings, and appurtenances. Any items of a critical, priority, or emergency nature shall also be reported to the Airport's FMS, or designee, immediately upon discovery via phone. The Airport's FMS or designee shall provide follow-up communication to the appropriate Airport Departments.

16. SAFETY MEASURES

A. In the completion of their tasks, the selected Respondent shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. At no time will the selected Respondent use Airport equipment, stanchions, chairs or trash cans, as barriers or partial barriers for traffic control. The flow of vehicular and passenger traffic shall not be impeded at any time. The safety of the selected Respondent 's employees and the public is of prime concern to the Airport, and the selected Respondent must take all necessary steps to ensure proper safety. All safety signage and equipment shall be professional and designed for its intended purpose.

B. The selected Respondent must certify that all employees and representatives are trained to understand the Universal Safety Symbols.

C. It is mandatory that all of the selected Respondent's manager/supervisory personnel assigned to the Airport Facilities be able to speak, read and write in English to ensure proper communication.

D. The selected Respondent's employees will be required to pass all Airport badging and security tests in English without the help of interpretation.

E. For better communication between the selected Respondent and their employees, the selected Respondent may provide the following information to employees in both English and their native language.

- 1. Material Safety Data Sheets.
- 2. Labels on and for all containers.
- 3. Posted janitorial instructions and schedules.

Color coding and pictorial communication is also permitted to enhance safety measures.

F. The selected Respondent shall immediately report any emergencies, slip and falls, accidents, or damage witnessed, caused, or discovered by the selected Respondent to the Airport Police Dispatch with a description, location, and other details as required to ensure the situation is adequately recorded and that follow up can occur. Notifications of these emergency situations are to be forwarded to the Airport's FMS no later than the next business day.

17. EQUIPMENT AND VEHICLES

A. All cleaning equipment, accessories, and tools including, but not limited to, power driven floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, necessary motor trucks, electric carts, brooms, brushes, mops, pails, dust cloths, dust wands, and other equipment needed for the performance of the work shall be furnished by the selected Respondent. All equipment and vehicles used in the performance of this Contract shall be approved by the Airport's FMS. Cleaning equipment utilized in the performance at the startup of this Contract must be either new or like new condition to perform tasks efficiently. Equipment must be of the size and type customarily used in work of this kind. Modified or non-standard equipment shall only be allowed with pre-approval of the Airport's FMS. The selected Respondent shall not use, or shall discontinue the use of, equipment that damages or may damage the Airport Facilities or its contents.

B. Logs shall be kept by the selected Respondent for all powered equipment indicating the date of purchase, dates of all maintenance and repair activities, and the manufacturer specification technical sheets for each type of equipment. Airport's FMS or designee reserves the right to review the logs and may inspect equipment repair facilities and processes on a random basis.

C. The selected Respondent shall have a repair program in place for preventative maintenance and repair of broken equipment. The selected Respondent shall ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. The selected Respondent is required to provide a list of critical equipment that shall be accessible off-site for use as backup in the event that equipment will have down time of more than (2) days. Lack of equipment will not be accepted as a reason for services not to be performed.

D. The selected Respondent's chosen repair or replacement parts for equipment need not be original equipment manufacturers (OEM) parts, however all parts or equipment furnished by the selected Respondent must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

E. The selected Respondent's equipment, signs, carts and tools used within the view of the public shall be kept clean and free of accumulated dirt, grime, grease, stickers, tape, and markings. All identification labels, names or markings shall be professionally designed and applied and shall be preapproved by the Airport's FMS.

F. The selected Respondent may use designated Airport electrical power outlets (110 volts) to operate equipment. The selected Respondent shall be responsible for any damage caused to the electrical outlets and outlet covers caused by the improper disconnection of equipment. Hot and cold water shall also be available for the selected Respondent to use for cleaning.

G. Equipment

The Airport's policy is to reduce the impact of cleaning operations on indoor air quality and has instituted the following requirements for all new cleaning equipment used by janitorial service Contractors in the Airport Facilities:

1. Vacuums: The selected Respondent is required to use commercial grade, dual motor driven vacuums with HEPA filtration or equipment that meet these standards along with a bristle beater bar to be used exclusively in all carpeted areas.

2. Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.

Extraction equipment used in critical areas must have technology for fast drying of areas in four (4) hours or less.

3. Truck mount type extractors are prohibited.

4. Powered floor maintenance equipment, including electric and batterypowered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operate with a sound level of less than 75 dBA.

5. Automated scrubbing machines shall be equipped with variable-speed feed pumps or alternative. Scrubbing machines may use only tap water with no added cleaning products.

6. Battery-powered equipment shall be equipped with environmentally preferable gel batteries when stored/charged in areas outside of designated charging rooms.

7. Corded equipment shall not be plugged into charging station courtesy outlets in the public areas of the Airport Facilities.

8. The selected Respondent's employees shall not connect multiple extension cords together (daisy-chain) when operating corded equipment. If any power outlet is found to be deenergized, in the performance of attempting to use the outlet, it is to be reported to the FMS immediately.

9. Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.

10. Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.

11. Power cords shall be maintained with no frayed, taped or spliced parts. All ground prongs will be original and not cut or removed.

12. Propane-powered cleaning equipment shall not be used.

13. All hot water extraction equipment for deep cleaning carpet must be capable of removing sufficient moisture such that carpets are dry to the touch in less than four (4) hours and completely dry in less than eight (8) hours.

H. The following is <u>a minimum</u>, required equipment list for SIA of the type and quantity of equipment needed to provide Services under this Contract and that shall be on site at all times. This list is not intended to be comprehensive. Sufficient equipment to perform the required scope of work shall be stored at each of the Airport Facilities.

1	Rider Scrubber 28" – Battery powered
1	Back up for Rider scrubber – can be walk behind – Battery powered
1	Walk behind or rider for maintaining Endura/GerFlor flooring – Battery powered- dedicated
	for Endura/GerFlor/Mannington
1	Walk behind scrubber for maintaining ceramic/porcelain/stone tile floor (up to 20") (similar
	to T-3 FAST technology) – Battery powered
1	Walk behind scrubber for rough floor work – can be used as back up scrubber listed above –
	Battery powered
2 ea.	20" low speed side by side
2 ea.	17" low speed side by side
2 ea.	27" High Speed battery powered burnishers
1	Carpet extractor – 28" – Ready Space technology – Battery powered
1	Carpet extractor – 28" – back up
1	Spot extractor
2	Small extractor (similar to – Tennant E-5)
	Wands for extraction equipment
3 ea.	Wide area vacuums – 28" or bigger – must have bags – not hopper
1 ea.	Dry extractor – (similar to HOST)
3 ea.	Back pack vacuums
2 ea.	Wet vacuums – at least 15 gallon capacity
2 ea.	Smaller portable wet vacs – up to 5 gallons
1 ea.	Escalator tread cleaning machine
2 ea.	20 ft.+ high reach dusting/cleaning poles – for high dusting
2 ea.	Hand trucks – cannot utilize Airport's
1 ea.	Restroom cleaning machine (KaiVac)
1 ea.	Small steam cleaning machine (Robby)
1 ea.	Moto Scrubber (or equivalent)
3 ea.	Air Movers (Blowers) – 2400 CFM
	White lint free high quality window cleaning type cloths – to clean stainless steel
	Billy goat type vacuum – Bag Barn – if deemed by specs (no corded power)
	Battery powered sweeper – for parking garage landings and sidewalk work
	Portable Pressure Washer – truck or trailer mounted ** May be provided by third party
3 ea.	Trash utility carts/trucks/dollies
	Bio Hazard cleanup kits for each closet nearest restrooms
	Wet floor signs for each entryway $= 8 \text{ extra}$
	(Note - some signage for floor work, carpet work, sidewalk work may be on hand - supplied
	by Airport – replacement will be custodial contractor's responsibility
1 **	Slip Resistance Tester (BOT 3000E Tribometer) with trained staff
1	SIA provides one ORBOT – orbital floor machine (can be used for some floor tasks)

**The Airport shall provide a BOT 3000E Tribometer slip resistance testing machine to perform scheduled and non-scheduled tests on the floor surface. Such tests shall be performed throughout the SIA Terminal at high traffic areas and other areas as directed by the Airport or Airport Police.

1. The BOT 3000E will be maintained by the Airport including updated calibrations as necessary to assure correct anti-slip friction data as found in the specification data furnished with the BOT 3000E.

2. In the event the Contractor furnishes the BOT 3000E, Contractor shall maintain equipment in excellent working order including updated calibrations as necessary to assure correct anti-slip friction data as outlined in the specification data furnished with the BOT 3000E.

3. The BOT 3000E must be on the Premises at all times as it may be needed twenty-four hours per day. At least two (2) employees on each shift shall be required to be trained and certified by Regan Scientific or another company that is authorized by Regan Scientific to train and certify employees to operate and conduct said test(s) using the BOT 3000E.

4. It will be the responsibility of the On-Site Manager or Supervisor on the day shift to conduct friction tests in various areas where wax is used, record the data and furnish that information to the Airport in writing.

NOTE:	a.	If a tested area is marginal it will be corrected immediately.		
	b.	The specifications for the BOT 3000E shall be incorporated into this		
		Contract.		

I. Storage areas will be provided at the Airport Facilities for the selected Respondent's equipment. Storage areas must be maintained in a clean and safe manner and are subject to inspection by the Airport's FMS or designee at any time. All equipment will be subject to monthly inspections by Airport's FMS or representative and safe operation and repairs are the responsibility of the selected Respondent.

J. Janitorial equipment driven or operated on any Airport Facility must be equipped with proper strobes, lights and reflective markings to ensure safe operation.

K. Vehicles that will be driven on the Airport airfield must be equipped with a proper strobe light, company logo, current vehicle registration and insurance documentation.

L. If the selected Respondent desires to change a tool or equipment from the initial selection, they shall first ascertain that the alternate equipment or tool complies with the previously approved equipment and tool description or specification. The selected Respondent shall then submit a written "request to change" to the Airport's FMS defining the alternate along with the manufacturer's specifications and a photocopy of the alternate.

M. If requested by the Airport's FMS, the selected Respondent shall make available for performance evaluation, by the Airport's FMS, the specific brands and models of equipment or tools proposed for use by the selected Respondent. Any such equipment or tools provided shall be returned to the selected Respondent after the evaluation has been completed.

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

O. Any costs associated with evaluating an alternate tool or equipment or changing to an alternate tool or equipment shall be borne by the selected Respondent, if such evaluation or changing was at the request of the selected Respondent.

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P. The selected Respondent shall maintain on file at the Airport Facilities, 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.

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

R. All electrical equipment used by the selected Respondent or the selected Respondent'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 selected Respondent 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.

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

T. The selected Respondent shall provide, maintain and refill approximately twenty (20) Bio-Hazard Spill-Control Kits ("spill kits") located in specified janitorial closets and other appropriate locations. Spill kits shall contain appropriate absorbents, equipment and safety gear to adequately respond to bio-hazard and blood borne pathogen calls. The selected Respondent shall provide training to all managers, supervisors and employees on the use of the spill kits and the proper disposal of contaminated materials and equipment.

U. The selected Respondent is required to maintain on-site any separate equipment for the performance of all other project work.

V. An inventory shall be conducted by the Airport's FMS thirty (30) days after the start of the Contract and may be conducted annually to verify that the selected Respondent has sufficient tools and equipment to perform all services.

18. THE SELECTED RESPONDENT'S PREMISES

A. The selected Respondent shall keep the premises assigned to the selected Respondent clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. All surplus material, rubbish, and debris shall be disposed of by the selected Respondent at the selected Respondent's expense. The work, break, and supply areas shall be cleaned at the end of each work shift.

B. All the selected Respondent's materials, tools, equipment, etc., shall be safely stored. The Airport is not responsible for theft or damage to the selected Respondent's property. All possible safety hazards to employees or the public shall be corrected immediately. If there is a question in this area, the Airport's FMS shall be consulted. The selected Respondent's premises shall be randomly inspected by the Airport's FMS or designee.

19. STORAGE SPACE

A. The selected Respondent may store supplies, materials, and equipment in storage

areas at the Airport Facilities on the premises designated by Airport's FMS or designee. The selected Respondent agrees to keep its portion of the storage area in accordance with all applicable fire regulations. The use of Airport Facility storage facilities will be on a space available basis and subject to the approval of the Airport's FMS or designee. Storage in any area of the Airport must first be authorized by the Airport's FMS and all clearances and controls set forth for the area will be strictly maintained by the selected Respondent.

B. The Airport will not be responsible in any way for the supplies, materials, equipment, etc., in storage 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 Airport.

C. No materials or equipment will be stored or temporarily set in restrooms or other spaces accessible to the public. All storage areas visible to or accessible by the public shall be kept closed and locked.

D. Hazardous chemicals such as solvent based strippers and cleaners stored on Airport property must be authorized by the Airport's FMS.

E. If storage is in an electrical closet, a minimum of thirty-six inches shall be provided in front of all electrical panels. The width shall be a minimum of thirty inches or the width of the panel. The width of working space in front of the electrical equipment shall be the width of the equipment or thirty inches or whichever is greater. In all cases, the work space shall permit at least a ninety degree opening of equipment doors or hinged panels. Areas in front of electrical panels shall be kept free of all items and open access to the electrical panels shall be maintained.

20. ACCESS TO AIRPORT FACILITIES

A. In order for the selected Respondent's employees to have unescorted access in restricted, secured or sterile areas of the Airport Facilities it is a federal requirement that each of the selected Respondent' employees must pass a background check and be badged. For specific badging requirements and forms please contact the Airport Police Dispatch Center at 509.455.6429. The cost is currently fifty dollars (\$50.00) per person. Respondent's employees may be required to have additional background checks done if they are assigned certain areas such as the Police Department.

B. The selected Respondent 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 Airport's interest, and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, regulations and instructions.

C. Access routes, entrance gates or doors, parking and storage areas, etc., and any imposed time limitations shall be designated by the Airport's FMS. The selected Respondent shall conduct operations in strict observation of the established access routes and other areas.

D. Under no circumstances shall any of the selected Respondent's personnel, vehicles or equipment enter or move upon any area not authorized by the Airport's FMS and any security mandates in place.

21. INSPECTIONS

A. Airport's FMS shall conduct random inspections of the area(s) covered under this Contract. The selected Respondent shall be held to the Focused Performance Standards described and found as Exhibit 2 to this RFP document.

B. The selected Respondent's Contract On-Site Manager or other designee may be required to participate on a monthly and quarterly basis in a joint inspection of each service location with Airport's FMS.

C. The On-Site Manager is required to attend Airport Tenant meetings that are held monthly in the Airport Board Room.

D. The Airport's FMS shall complete a Quarterly Contract Review (QCR) of the selected Respondent's performance in complying with the standards set forth herein. The QCR results may be published on the Airport's website and used in part to evaluate the option to renew the Contract for option terms.

22. NON-WAIVER

Failure of the Airport's FMS or designee to discover or reject unacceptable work, or work not in accordance with the Contract, shall not be deemed an acceptance thereof nor a waiver of the Airport's right to a proper execution of the Contract or any part of it by the selected Respondent.

23. LIQUIDATED DAMAGES AND DEFAULT FOR PERFORMANCE

A. <u>UNSATISFACTORY PERFORMANCE</u>

Unsatisfactory cleaning performance must be immediately resolved. Upon written or verbal notice of unsatisfactory cleaning performance, the selected Respondent will have a maximum of thirty (30) minutes to initiate corrective action in any specific instance of unsatisfactory cleaning performance. In the event the selected Respondent has not responded within fifteen (15) minutes of contact, or the selected Respondent has not initiated corrective action within the thirty (30) minute time frame the Airport has the right to immediately complete the work to its satisfaction, through utilization of in-house Airport personnel or through use of outside Contractor(s) at the rate charged to the Airport plus 20% and Airport shall deduct that amount from any balances due or which may become due to the selected Respondent.

B. <u>SHORTAGE OF CLEANING SUPPLIES</u>

Should the selected Respondent not furnish the proper supplies, the Airport will make a one-time purchase of the needed supplies and charge them against the selected Respondent's invoice at cost plus 20%, and Airport shall deduct that amount from any balances due or which may become due to the selected Respondent. This action is not in lieu of the selected Respondent's responsibility to furnish these supplies in order to conduct business with the Airport. If the selected Respondent does not provide proper supplies after this action then the selected Respondent shall be in danger of default.

C. If the selected Respondent fails to deliver the supplies or perform the services within the time specified in the Contract, or any extension thereof, the actual damages to the Airport for the delay will be difficult or impossible to determine. Therefore, Liquidated Damages will be as follows:

The following liquidated damages may be imposed by the Airport on the selected Respondent based on each observed violation committed by the selected Respondent's personnel:

Performance Issues – Not satisfactorily resolved within 24 hours of Notification
Recurring deficiencies of the same nature that exceed 3 in any 90 day period
Control Calls – Non response or slow response (longer than 10 minutes) to hazard calls
Employee not in appropriate uniform
Waste water from cleaning equipment not filtered prior to dumping into Airport sanitary system
Carpet, mop fibers, or any other janitorial supplies found to be the cause of sewer system backups

plus necessary restitution costs.

The selected Respondent agrees that a violation of any of the above shall result in the Airport incurring damages that are impractical or impossible to determine. The selected Respondent agrees that the above monetary assessments are a reasonable approximation of such damages.

D. All sums unpaid after such thirty (30) day period shall be applied against monthly invoices once the decision upholding the violation has been made.

E. Repeated incidents of unsatisfactory cleaning performance or failure to comply with other terms of the Contract shall result in a recommendation for termination for default. Termination for default of any portion of the Contract shall result in termination of the entire Contract for default. In that event, the selected Respondent shall be liable for such liquidated damages accruing until such time as the Airport may reasonably obtain delivery or performance of similar supplies and services.

F. Notwithstanding the aforesaid, in all instances, the Airport reserves the right to terminate the selected Respondent immediately upon learning of an unlawful act carried out by the selected Respondent, or of a breach that puts any life or property in danger of damage or harm. The selected Respondent shall not be charged with liquidated damages for a failure to perform which arises out of causes beyond the control of and without the fault or negligence of the selected Respondent.

24. OTHER CONTRACTS

A. The Airport may award other Contracts for additional work, and the selected Respondent shall fully cooperate with such other Contractors and shall fit the selected Respondent's own work around that provided under other Contracts.

B. The selected Respondent shall have no claim against the Airport for additional
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payment due to delays or other conditions created by the operation of other Contractors. The Airport will decide the respective rights of the various Contractors in order to secure the completion of the work.

25. END OF CONTRACT REVIEW

Approximately ten (10) working days prior to the end of the Contract, the selected Respondent's representative and the Airport's FMS will schedule a walk through inspection of the Airport Facilities to review cleanliness. If the cleanliness level of the Airport Facilities is below that of the cleanliness standards established by the terms, conditions, and provisions of the Contract, the Airport will hold the last monthly payment until the cleanliness standards are met.

SECTION 5: SUBMITTAL REQUIREMENTS

Respondents are requested to respond to each of the following inquiries and in the order stated. Please respond in full, narrative sentences and restate each inquiry prior to responding:

- A. <u>Experience and Financial Stability</u>
 - 1. Provide the information listed below:
 - Respondent's name, address, principal office, and type of entity (i.e., corporation, LLC, etc.).
 - The date of incorporation/organization and the state in which Respondent is incorporated or organized, Washington UBI number and the number of years in business.
 - Former names, if any, under which Respondent has conducted business and the years of operation under each name.
 - IRS Tax Information:
 - 1) Firm's federal tax ID number or alternate number, and
 - 2) A copy of firm's IRS W-9 Form
 - Respondent's insurance carrier and agency contact.
 - The name of the contact person responsible for the RFP process including title, telephone number and email address.
 - A general overview and history of your company including the number of employees, corporate headquarters location and, names of the company's chief officers (include an organizational chart if possible).

2. Provide a statement of the Respondent's continuous and current experience and qualifications in providing janitorial management services in at least one (1) North American, small hub Airport, with a minimum of three (3) million annual passengers.

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3. Describe your company's experience with Sustainable Cleaning and related programs.

4. Provide the past three (3) years of audited financial statements prepared in accordance with generally accepted accounting principles and an independent CPA's statement attached. These statements shall include a balance sheet, statement of changes in financial position, income statement, and all accompanying footnotes.

5. Detail your company's experience in providing the services requested herein for similar customers of comparable size and complexity to the Spokane International Airport, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the Airport nor the clients referenced shall have any liability regarding the provision of such references or the Airport's use of such references in making selections under this RFP.

6. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.

7. Has your company, or any of your proposed sub-Contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.

8. Please list any previous debts or defaults on any other cleaning contracts.

9. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

10. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein or that the Respondent feels will support passing the Minimum Requirements of this RFP.

B. <u>Operational Plan</u>

1. Provide a statement of the Respondent's understanding of the services required under the Contract and a narrative description of the proposed approach to the scope of services.

2. Daily Cleaning Program - Describe the process of cleaning and policing services (if necessary,) the Respondent would provide to meet the required minimum standards ("Standards") outlined in Section 4, Scope of Work and the services outlined in the Janitorial Specifications.

3. Describe how the Respondent's purchasing, receiving, stocking, dilution, and distribution of janitorial products and chemical practices ensures your company's commitment to utilize sustainable cleaning standards and processes as outlined in the CIMS- Green Building best practices and the minimum standard ("Standards") outlined in Section 4, Scope of Work. Provide a detailed narrative of any innovations your company has made to improve operations in other environments similar in size and complexity to the Airport.

4. Provide a list of all chemicals, polishes, propellants, and floor finishes that are intended for use in the Airport Facilities. MSDS Data Sheets will be required for all chemicals at award of the Contract.

5. Provide a detailed narrative description of how Respondent will respond to irregular operations and emergency response requests from the Airport.

6. Provide a detailed narrative description of Respondent's proposed safety measures and emergency operations plan.

7. Provide a proposed list of equipment needed to meet the Standards outlined in Section 4, Scope of Work. The Respondent shall indicate the manufacturer, model, age, and quantity of equipment they will have available for use under this Contract. Airport has provided a minimum equipment list in Section 4, Scope of Work. The list is provided to outline the minimum equipment required.

8. Provide a detailed narrative description of how the Respondent will implement an effective on-going service and preventative maintenance plan for janitorial equipment. This narrative should include, without limitation, complete warranty information, preventive maintenance, corrective repairs, operation of the janitorial equipment, parts inventory management and all other elements necessary for the efficient servicing and management of the janitorial equipment. Describe how your company plans to ensure that an appropriate number of machines are in working order each night to perform the cleaning tasks required. Include an example of a preventative check list and equipment maintenance forms.

C. <u>Management Plan</u>

1. Provide a detailed narrative of the Respondent's proposed transition plan for the assumption of Services at the Airport Facilities. Include a description of the type of support the transition teams will have, the timelines involved, and how hiring and training will be implemented.

2. If awarded the Contract, the Airport requests that on the last day of the term of the Contract the selected Respondent shall leave, in the possession of the Airport, at least a two (2) week supply of janitorial products and supplies on the premises for each Airport Facility, to ensure that adequate supplies are available through a transition period to a new Contractor.

a. State whether your company can comply with the requirement above or provide an alternative approach to meet the needs of Airport.

b. If your company is able to comply with the requirement above would the cost to provide the janitorial products and supplies at the end of the term of the Contract be included in your regular monthly invoice to Airport or would the Airport be charged extra to fulfill this requirement? If it is extra, state how costs would be calculated.

3. Submit a detailed organization chart of Respondent personnel for positions including, but not limited to, Management, Supervisor, Shift Lead, Trainer, Inspector and Line Staff. Include a description of the specific tasks each position will perform and the estimated number of each position necessary to complete the Services.

4. Provide a detailed narrative of how Respondents employees including, but not limited to, Supervisors, Shift Leads, Trainers, Inspectors, and Line Staff, will be scheduled for shifts, including for lunch and other breaks, to ensure necessary coverage 24 hours per day, seven days per week, with no gaps in regular service activity.

5. Provide resumes of key individuals and proposed staff members who will be assigned to work with Airport, including the proposed full-time, On-Site Manager for the SIA location. Include information regarding the levels of training and qualifications of each key individual and proposed staff member and detailed descriptions of their involvement providing management of janitorial services in an Airport environment. Also include information about the type of corporate support the proposed full-time, On-Site Manager will receive.

6. Provide detailed background and experience information on subconsultants or subcontractors, if any are proposed.

7. Provide a detailed narrative of how janitorial employees will be supervised, including a description of how supervision will be provided at each of the Airport Facilities. Include a description of how supervisors are managed.

8. Provide a detailed narrative of all training programs provided to employees and supervisors. Include a detailed statement of your company's commitment to the safety of your employees, Airport employees, Airport tenants, passengers and the general public. Include a description of any safety awareness and incentive programs you provide. Describe your company's method of record keeping for employee training on OSHA, Blood Borne Pathogens and other required safety programs. Include the frequency of each training program and all documentation processes.

9. Provide a detailed statement of your company's commitment to Customer Service training and how you will ensure all your employees understand and provide outstanding Customer Relations.

10. Provide a detailed narrative describing how your company plans to control employee turnover. Describe employee retention incentives and appreciation programs.

11. Provide photographs of proposed employee uniforms, include in the pictures where your company logo and the employees name will be located on the uniform. Describe how you will ensure employees will present a professional appearance. Also include the process for issuing, cleaning and repairing employee uniforms.

12. Provide a detailed narrative of your company's proposed processes of self-inspection of the janitorial services to be provided at the Airport Facilities. Include a statement of management and corporate support of self-inspection and your company's commitment to continued improvement and innovations in self-inspection programs and technology.

13. Provide a sample of a proposed inspection report/check list to be used by both Airport and your company's On-Site Manager, supervisors or inspectors. In addition, include a detailed narrative of problem resolution procedures and include a sample of any problem resolution reports used by your company.

D. <u>Cost</u>

1. Using the Airport Facilities Location Maps (Exhibit 1) fill in and return Exhibit 5, Airport Janitorial Services Pricing Sheet. Provide a total Contract proposed price for each of the three (3) years.

2. Provide a narrative description of the methodology used in calculating the proposed prices.

E. <u>All Airport Facilities Inclusion</u>

Provide a statement that Respondent is or is not proposing on all three (3) Airport Facilities.

SECTION 6: EVALUATION CRITERIA

Award of the Airport Janitorial Services Contract will be made to the Respondent who, in the Airport's sole judgment, is most responsive in meeting the Airport's requirements in this RFP.

1. MINIMUM QUALIFICATIONS

The Airport will only consider those submittals/responses that demonstrate the Respondent's ability and demonstrated qualifications in meeting the Minimum Requirements outlined previously in this RFP, as follows:

A. Having a minimum of five (5) years continuous, current, and satisfactory experience in providing janitorial management services in at least one (1) North American, small hub Airport, with a minimum of three (3) million annual passengers. On-Site Manager must have airport experience.

B. Providing evidence of financial strength and stability to assume the obligations of the resulting Contract as evidenced by the submission of 1) the past three (3) years of audited financial statements prepared in accordance with generally accepted accounting principles and with an independent CPA's statement attached and, 2) a balance sheet, statement of changes in financial position, income statement, and all accompanying footnotes.

C. Having no existing debt or previous default on a Contract with the Airport.

2. EVALUATION CRITERIA AND CRITERIA WEIGHTING

Respondents who meet the minimum qualifications set forth above will be evaluated based on the following criteria:

A.	Experience/Financial Stability	25 Points
B.	Operational Plan	. 20 Points
C.	Management Plan	20 Points
D.	Cost	25 Points
E.	All Airport Facilities Inclusion	10 Points

3. INTERVIEWS

Following the evaluation of the written proposals, the Airport may decide to interview one or more of the Respondents that submitted proposals. Submission of a proposal does not guarantee the right to an interview. Additional information will be provided to those Respondents being interviewed if interviews are deemed to be necessary.

Janitorial Services - RFP

EXHIBIT 1

AIRPORT FACILITIES MAPS

SEE SEPARATE ATTACHMENT

Performance Standard	Measurement	How to Measure
Carpet Cleaning	All carpeted areas will be cleaned according to agreed upon rotational schedule. Completed task must be noted in daily reports. For flexibility due to traffic, areas that are skipped must be completed within 48 hours of original schedule.	Random inspection of completed work and review of daily reports compared to yearly rotational schedule. Airport Standards must be maintained regardless of scheduled services. Inspections will be compiled and used for quarterly reports.
Daily Shift Reports	Weekly requirement for reports. If requested by FMS, copies of daily reports shall be submitted to FMS.	Review of shift assignments; verify control and issue of keys and product and supply controls.
Control Call Response Time	Response times for all wet spills or hazards shall be 10 minutes or less.	Random monitoring
Hard Floor Care	All hard floor surfaces are to be swept and cleaned each night. The end result of hard floor cleaning procedures is to leave all surfaces free of dust, dirt, gum, cleaning agents, and all removable stains. Rotational schedule will be followed for agreed upon refinishing procedures.	Random inspection of completed work and review of daily reports compared to yearly rotational schedule. Airport Standards must be maintained regardless of scheduled services. Inspections will be compiled and used for quarterly reports.
Restrooms	All public restrooms will be serviced/policed during peak travel times and shall not be cleaned by the opposite gender. All restrooms shall receive deep cleaning on third shift daily.	Random inspections and review/verification of agreed upon rotational deep (detail) cleaning schedule.
Unavailable Equipment	If requested by FMS, copies of daily reports shall be submitted to FMS. Daily Report to include equipment maintenance and unavailable equipment. Equipment not available within an acceptable time frame, typically 3 days or as agreed upon by both parties once reported as not available.	Daily review of Equipment Repair and Maintenance Log
Appropriate Uniforms	Employees to be in clean, odor free and well maintained uniforms. Employees are to provide a neat, professional and orderly appearance at all times. Record of new employees and status of uniforms to be maintained and available upon request.	Random inspections
Drain Filter Use and Cleaning	All dirty water from equipment is required to be filtered and screened before being dumped into the Airport's sanitary systems.	Random inspections of janitorial closets and work areas. Carpet or mop fibers discovered in drain lines require Contractor payment of drain line cleaning bills and other damages as appropriate.

EXHIBIT 2: Focused Performance Standards

EXHIBIT 3:

JANITORIAL SPECIFICATIONS

SEE SEPARATE ATTACHMENT

EXHIBIT 4:

PERIODIC TWISTER PROCESS

SEE SEPARATE ATTACHMENT

Spokane International Airport, Felts Field & Business Park Janitorial Services - RFP EXHIBIT 5: Airport Janitorial Services Pricing Sheet Effective July 1, 2018

Total Contract Proposed	Year One	Year Two	Year Three	
SIA	Square Ftg.			
*Terminal Cleaning	195,530			
Sidewalks – Litter Patrol/Cleaning	31,424			
3. Litter Patrol – Parking Garages	843,860			
Parking Lots	1,865,281			
4. RAC: QTA Restrooms (5)	440			
Litter Patrol	147,498			
5. Public Restroom – Air Cargo Facility	224			
6. Triturator	720			
7. TSA Checkpoints	5,600			
8. TSA Baggage	4,580			
9. Parking Office	1,828			
10. Airfield Maintenance - SRE	775			
11. Airfield Maintenance	4,073			
12. Customs Building	1,314			
Public Restroom (1 GA restroom)	20			
13. SIA Operations	5,533			
14. Terminal Maintenance	2,450			
15. Cell Lot Litter Patrol	74,485			
Cell Lot Restrooms	196			
16. Window Cleaning				
Total Annual Price:				
Rate per hour for out of scope services:				
Felts Field				
12. Building 11	1,846			
13. Building 14	6,499			
14. Public Restrooms (2)	50			
15. Window Cleaning				
Total Annual Price:				
Rate per hour for out of scope services:				
Destination Dest				
Business Park 16. Building 700	6,399			
17. Building 1200	20,555			
18. Window Cleaning	20,333			
Total Annual Price:				
Rate per hour for out of scope services:				

* Front sidewalk specifications (page 29 – SIA Specifications) to be included in Terminal Cleaning

EXHIBIT 6: PROPOSAL FORM

In addition to the requirements of the Request For Proposal dated March 25, 2018, including but not limited to, Section 11 - SUBMISSION REQUIREMENTS, the following documents must be submitted as part of the sealed proposal in order for the proposal to be considered.

PROPOSAL SUBMISSION CHECKLIST

- Proposal Form
 Pre-Qualification Statement
 Acknowledgement of Airport Facilities Tour
 Acknowledgement of Addendums
- Proposal Deposit (\$10,000.00) (Bond or certified check)

Respondent is bound by this offer for a period of ninety (90) days following the date of proposal opening and may not withdraw its offer during this period. It is understood by the Respondent that the Airport reserves the right to reject any and all proposals.

It is understood by the Respondent that the Airport reserves the right to reject any and all proposals. If selected, the Respondent hereby agrees to enter into a Janitorial Services Contract with the Airport to provide Janitorial Services at those Airport Facilities that Respondent submitted a proposal for, under the terms and conditions as set forth in the Request for Proposal dated March 25, 2018 and under the terms and conditions of the Janitorial Services Contract.

The Respondent hereby certifies the truth and correctness of all statements and of all answers to questions made herein. Omission, inaccuracy, or misstatement may be cause for rejection of a proposal. In the event of a mathematical error, the cost as quoted will prevail.

Name

Date

Address

EXHIBIT 6: PROPOSAL FORM continued

JANITORIAL PRE-QUALIFICATION STATEMENT

MINIMUM QUALIFICATIONS

Submission of a Proposal is dependent on meeting the qualifications set forth in the Request for Proposals (RFP) and listed below. Proposals will not be accepted from any company that does not meet the minimum qualifications listed below. Respondent's that do not meet the minimum qualifications below shall be notified and advised that their Proposal will not be accepted.

1. Respondent must have a minimum of five (5) years continuous, current, and satisfactory experience in providing janitorial management services in at least one (1) North American, small hub Airport, with a minimum of three (3) million annual passengers. YES _____ NO ____

If respondent answers yes, please identify the Airport(s) that meet this requirement.

2. Respondent confirms that they meet the financial strength and stability requirements outlined in the Request for Proposals. YES _____ NO ____

3. Respondent confirms that they do not have any existing debt or previous default on any Contract with Spokane Airport. YES _____ NO ____

The Respondent hereby certifies the truth and correctness of this statement. Omission, inaccuracy, or misstatement may be cause for rejection of a proposal.

Print Name _____

Date

Title: _____

EXHIBIT 6: PROPOSAL FORM continued

ACKNOWLEDGEMENT OF TOUR OF AIRPORT FACILITIES

_____ I hereby acknowledge that <u>I, (or approved designees), did</u> attend the tour of the Airport Facilities (SIA, Felts Field and Business Park) held on April 10, 2018.

Name of approved designee(s) ______

No claim for adjustment of any provision of the Janitorial Contract to be executed shall be honored after the proposal has been submitted on the grounds that the Respondent was not fully informed as to the existing conditions or circumstances or any other related matter.

Attest:

Respondent:

Title: _____

Title: _____

EXHIBIT 6: PROPOSAL FORM continued

ACKNOWLEDGEMENT OF ADDENDUM(S)

Proposer Acknowledges Receipt of Addendum(s), if any:

Acknowledgment of Addendum(s) if any, is hereby made;

Addendum # 1 _____ Addendum # 2 _____

Signature:	

Name:

Title:	

Name of Business	:

Date: _____

EXHIBIT 7: CONTRACT

The following Contract is provided for informational purposes only. Airport may modify the terms of the Contract at any time prior to execution.

The Contract shall incorporate the specific Facilities that the Successful Respondent included in their proposal.

CONTRACT FOR JANITORIAL SERVICES

AT

SPOKANE INTERNATIONAL AIRPORT TERMINAL COMPLEX; FELTS FIELD AIRPORT; AND THE AIRPORT BUSINESS PARK

BETWEEN SPOKANE AIRPORT AND

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JANITORIAL CONTRACT

THIS JANITORIAL CONTRACT, made and entered into this _____ day of _____, 2018, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and ______ a corporation organized and existing under the laws of the State of ______, hereinafter referred to as "Contractor;

WITNESSETH:

WHEREAS, the Airport Board is the operator of the SPOKANE INTERNATIONAL AIRPORT, hereinafter referred to as "SIA,"; the Felts Field Airport (hereinafter "Felts Field"); and the Airport Business Park (hereinafter "Business Park'), collectively "Airport Facilities", located in the City and County of Spokane, State of Washington, and operates the same for the promotion, accommodation and development of air commerce and transportation; and

WHEREAS, the Airport desires to have janitorial services provided in the Airport Facilities, such services more fully described hereinafter and as outlined in the Request for Proposals dated March 25, 2018, and;

WHEREAS, the Contractor submitted a Proposal dated ______ to perform janitorial services, and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree, for themselves, their successors and assigns, as follows, effective July 1, 2018:

1. <u>CONTRACT DOCUMENTS</u>

The "Contract Documents" consist of this Contract and the documents listed below, issued prior to the execution of this Contract and all addenda issued subsequent thereto. An enumeration of the Contract Documents is set forth below:

- a) This Contract; and
- b) The Request for Proposals dated March 25, 2018 (with Exhibits)
- c) Contractor's Proposal dated ______.

The Contract Documents are attached hereto and made a part hereof. In the event of conflict between the Contract Documents, the provisions of this Contract shall prevail over the Request for Proposals and Contractor's Proposal, and the Request for Proposals shall prevail over the Contractor's Proposal.

March 25, 2018

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2. <u>PERFORMANCE</u>

A. The Contractor shall furnish all necessary trained management and personnel, tools, appliances, equipment, materials, accessories and services at Contractor's sole expense, except those mentioned in ARTICLE 5, Paragraph A - SUPPLIES AND MATERIALS herein. The janitorial responsibilities at said Airport Facilities are to be performed in strict accordance with the Contract Documents. The Contractor's performance shall be subject to inspection and approval by the Airport as detailed herein and in the Request for Proposals dated March 25, 2018.

B. The Airport's representative for this Contract shall be the Facilities Maintenance Superintendent ("FMS"), or their designee.

C. The work to be performed under this Contract shall be required twenty-four (24) hours per day, seven (7) days per week, holidays included. The twenty-four (24) hours will be divided into three (3) shifts of eight (8) hours each. NOTE: Any deviation from the schedule submitted in the Contractor's proposal must be approved by the Director of Properties & Contracts.

D. All work performed will be scheduled to create the least interruption to the general public.

3. <u>TERM</u>

The term of this Contract for service required in the Contract Documents shall be three (3) years, commencing on July 1, 2018 and expiring on June 30, 2021. The Airport shall have the option to renew this Contract for two (2) additional one (1) year terms, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option shall be under the same terms and conditions contained herein except for the financial consideration, which shall be renegotiated as set forth in ARTICLE 4 - FINANCIAL CONSIDERATIONS, below. Said option(s) may be exercised by written notice from the Airport to the Contractor not later than One Hundred Twenty (120) days prior to the expiration of the current term.

4. <u>FINANCIAL CONSIDERATIONS</u>

A. In consideration of the services to be performed herein, the Airport agrees to pay the Contractor for janitorial services as follows:

1. For cleaning enumerated in the Contract Documents:

Fees as outlined on Exhibit 5 - Airport Janitorial Services Pricing Sheet. For the purpose of brevity, clarity, reference and the adjustment of costs, the Contractor's proposal, as accepted by the Airport, shall be contained herein and made a part of this Contract as if fully set forth in the Contract Documents.

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B. The Contractor shall submit monthly invoices listing all work performed at the Airport Facilities prior to any payment being rendered.

C. In the event of an addition to or decrease of the Contract areas to be cleaned, the Airport may, at its sole discretion, direct that the total monthly billing be increased or decreased on a square foot basis or a unit price, whichever is appropriate. The Janitorial Specifications and/or Scope of Work may be amended from time to time as deemed necessary by the Airport, by written notice to the Contractor and shall have the same effect as if fully set forth herein.

D. Prevailing wages are required for this Contract. The Contractor and any subcontractors are responsible for determining current applicable wages and applying adjustments as they occur. A copy of "Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" approved by the Washington State Department of Labor and Industries will be required from Contractor and subcontractors.

The State of Washington prevailing wage rates applicable for this Contract, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries: <u>https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.</u>

E. Prices quoted shall be firm for the first year of the Contract. The price shall be subject to adjustment annually thereafter based solely on the increase or decrease to the prevailing wage rates.

F. If Airport's option(s) to renew are exercised by the Airport, acceptance of a price change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within ninety (90) days prior to the expiration of the current term, said option(s) will be null and void. Agreement on any price change shall remain firm for the renewal year. Price changes for any option periods shall not exceed provable changes in expenses for labor and materials by the Contractor, including increases or decreases in Federal/State prevailing wages.

G. Contractor shall maintain current records pertaining to the costs incurred in fulfilling this Contract. Such records shall be available at reasonable times to the Airport for inspection and examination.

5. <u>SUPPLIES AND MATERIALS</u>

A. All toilet tissue, paper hand towels, paper toilet seat covers, hand soaps, hand sanitizers, plastic trash liners, sanitary napkins, deodorant blocks or similar material required for direct public use, shall be furnished by the Airport. These supplies shall be placed in designated storage locations to be used by the Contractor as needed. The Contractor shall have on hand at all times a minimum of thirty (30) days stock and maintain a current perpetual inventory of the supplies and materials which it is responsible for purchasing in order to fulfill the terms and conditions of this Contract.

B. Contractor shall be solely responsible for the security of the cleaning supplies and materials. Contractor shall not remove, for its own use, or any other reason, from the Airport Facilities, any supplies or materials furnished by the Airport at any time, whether at the termination of this Contract, or otherwise.

6. <u>EQUIPMENT</u>

A. All equipment required by the Contractor in the performance of its duties as set forth herein, shall be furnished by the Contractor at its sole expense. The Airport reserves the right to require Contractor to replace, substitute or modify its equipment if harmful to the Airport Facilities or its operation. It is further required that all equipment furnished be of current model, clean and in good operating condition. Sufficient equipment to perform the required scope of work shall be stored at each of the Airport Facilities.

B. The Airport requires Contractor to use a Slip Resistant Tester, (BOT 3000E Tribometer) to perform scheduled and non-scheduled slip coefficient tests on the floor surface. The Airport has a BOT 3000E available for Contractor's use, however, Contractor may secure one for exclusive use at the Airport. Contractor is required to have, at a minimum, two (2) staff members that are trained and certified to operate the BOT 3000E. Such tests shall be performed throughout the SIA Terminal at high traffic areas and other areas as directed by the Airport or Airport Police as set forth in ARTICLE 13 - SPECIAL SERVICES herein.

7. <u>CLEANING METHODS AND MATERIALS</u>

A. Contractor is responsible for determining the most appropriate methods for cleaning and maintaining the Airport Facilities and its furnishings in the best possible condition, ordinary wear and tear excepted.

B. The Contractor will furnish all labor, supervision, tools, appliances and equipment, cleaning materials and supplies necessary to properly carry out the Contract. Contractor shall supply, without cost to the Airport, when so requested by the Airport, samples of any materials used by the Contractor in accomplishing the required services. Such samples may be taken at the discretion of the Airport from the materials being used "on-the-job", and/or from any original containers of the Contractor's reserve supply. Contractor shall use only such materials as are labeled and identifiable by a brand name. No material, treatment or procedure shall be used on any floor, stairway, or sidewalk that will cause or contribute to such floor, stairway or sidewalk surface being slippery or unsafe to walk upon in any weather condition, taking into consideration the normal use thereof. Material used on any floor, stairway or sidewalk shall bear the manufacturers label and meet the requirements tested as an anti-slip material.

C. All such materials used in performance of services and obligations required herein shall be subject to the written approval of the Airport. The Airport reserves the right to require Contractor to substitute, modify or alter such materials, provided, however, such requirements

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shall be <u>reasonably exercised</u>. No materials will be used that are harmful to any surface to which they are applied.

D. When waxing a floor, other than epoxy terrazzo as outlined in the Request for Proposals, the Contractor shall utilize a premium, high solids (25 or higher content), high durable, wax that should last one (1) year between stripping processes.

8. <u>PERSONNEL</u>

A. Contractor shall provide sufficient personnel to accomplish all required services on schedules set forth herein. All such personnel shall be skilled in the various tasks assigned to them and shall be uniformed and clean at all times. The uniforms shall consist of matching trousers and shirts as approved by the Airport.

1. The uniforms shall have the Contractor's name, displayed in sufficient size to be read at a distance of approximately ten (10) feet, and permanently affixed. Contractor shall be responsible for proper personal conduct of all personnel while on the Premises. Contractor shall not employ any person(s) in or about the Premises who shall use improper language or act in a loud or boisterous manner. Contractor agrees to terminate the services of any employee whose conduct the Airport feels is detrimental to the best interests of the Airport. If the performance of any Contractor's employees becomes unsatisfactory to the Airport, Contractor will be notified orally and in writing and will be given twenty-four (24) hours to provide adequate and suitable replacement personnel, or otherwise correct such unsatisfactory performance. However, the minimum personnel requirements must be maintained at all times.

B. Contractor shall submit a breakdown of proposed staffing to perform the services required herein. This staffing breakdown shall include janitorial staffing periodic work hours. Time clocks may be required by the Airport.

C. It is mandatory that a sufficient number of employees be scheduled for each shift to accomplish the required scope of work, one (1) of which shall be designated as supervisor. Contractor must ensure that restroom cleaning will be accomplished by same gender employees (i.e. women for the Women's restroom). Contractor may require more employees to support its operation. Contractor shall also employ a full-time On-Site Manager.

D. The work involved in this Contract shall be accomplished by personnel regularly employed by the Contractor, except that of window washing, carpet cleaning and pressure washing, which may be performed by a subcontractor. The terms and conditions of this Contract shall apply to all subcontractors unless expressly waived in writing by the Airport. The Airport may, at its option, enter into a separate Contract for any window washing, pressure washing and carpet cleaning contracts and cancel that portion of this Contract. Airport shall provide Contractor at least ninety (90) days' notice of its intent to do so.

9. <u>INSPECTION</u>

All services required to be performed under this Contract shall be subject to inspection by a representative of the Airport. If any of such services are found to be unsatisfactory and not in accordance with the requirements of this Contract, said representative shall notify the Contractor and the Contractor shall take immediate steps to correct any deficiency.

10. WORK PROGRESS CHARTS

Contractor shall prepare and provide the Airport with a workflow schedule and frequency chart which shall be maintained by the Contractor to show when periodic projects are completed.

11. IRREGULARITIES NOTED

Contractor shall report promptly to the FMS or Airport Police Dispatch, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken doors or windows, dispensing equipment in restrooms, or any other condition that may require attention for repairs, adjustment, replacement or correction.

12. <u>MACHINES</u>

The Airport provides dispensing machines with complimentary feminine products to the public which the Contractor is required to service and maintain.

Contractor shall not remove from any machine maintained or serviced under this Contract, those supplies or materials in the machine, at any time.

13. <u>SPECIAL SERVICES</u>

A. Contractor shall be required to provide major special service at the request of the Airport for a compensation to be mutually agreed on between the Airport and the Contractor. Major services may include special events or other such unusual events, as requested by the Airport.

B. The Airport shall provide a BOT 3000E Tribometer slip resistance testing machine to perform scheduled and non-scheduled tests on the floor surface. Such tests shall be performed throughout the SIA Terminal at high traffic areas and other areas as directed by the Airport or Airport Police.

- 1. The BOT 3000E will be maintained by the Airport including updated calibrations as necessary to assure correct anti-slip friction data as found in the specification data furnished with the BOT 3000E.
- 2. In the event the Contractor furnishes the BOT 3000E, Contractor shall maintain equipment in excellent working order including updated

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SAMPLE CONTRACT FOR JANITORIAL SERVICES

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calibrations as necessary to assure correct anti-slip friction data as outlined in the specification data furnished with the BOT 3000E.

3. The BOT 3000E must be on the Premises at all times as it may be needed twenty four hours per day. At least two (2) employees on each shift shall be required to be trained and be certified by Regan Scientific or another company that is authorized by Regan Scientific to train and certify employees to operate and conduct said test(s) using the BOT 3000E.

4. It will be the responsibility of the On-Site Manager or Supervisor on the day shift to conduct friction tests in various areas where wax is used, record the data and furnish that information to the Airport in writing.

NOTE: a.	If a tested area is marginal it will be corrected immediately.
b.	The specifications for the BOT 3000E shall be incorporated into
	this Contract.

14. STORAGE FACILITIES

The Airport shall make available to the Contractor during the term of this Contract, without costs, suitable space for reasonable storage of materials, supplies and equipment in the Airport Facilities. Contractor agrees to keep said storage facilities neat and clean at all times in accordance with all applicable fire regulations. Airport shall have access to the allocated storage space in order to inspect the storage areas for conformance to fire, health and any other applicable local or state regulations. The use of such allocated space shall be the responsibility of Contractor and any damage to property or injury to persons resulting from use of allocated space shall be the liability of the Contractor. The Airport reserves the right to reclaim any of the allocated space if needed for other Airport purposes. In exercising this right, the Airport will not be responsible in any way for damage or loss of personal property belonging to the Contractor or its employees.

15. <u>RELATIONSHIP OF THE PARTIES</u>

The parties intend that an independent contractor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the Contractor. No agent, employee, servant or otherwise of the Contractor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the Contractor are not entitled to any of the benefits that the Airport provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Contractor is an independent contractor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Contractor.

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16. INDEMNITY AND WAIVER OF DAMAGES

A. The Contractor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Contractor's or Subcontractor's conduct of business or from any activity or other things done, permitted, or suffered by Contractor in, or about the Airport Facilities or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Contractor prompt and reasonable notice of any such claim or actions made or filed against it.

B. Contractor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Contractor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on Airport Facilities; and the Contractor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on Airport Facilities. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

C. Contractor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Contractor's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

17. <u>INSURANCE</u>

Contractor, at its expense, shall maintain insurance in full force and effect during the term of this Contract in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Contract. The insurance policy(ies) shall be the commercial general liability insurance coverage, with aircraft exclusions deleted to cover all operations of the Contractor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; products liability; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to <u>ARTICLE 16 – INDEMNITY AND WAIVER OF DAMAGES</u>, herein. Contractor shall also maintain a vehicular insurance policy insuring any of its vehicular operations on Airport

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Facilities and the policy shall be issued by a company authorized to do business in the State of Washington. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to Contractor's use of Airport Facilities which is the subject of this Contract. The Contractor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Contractor shall promptly upon execution of this Contract, furnish to the Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Contract. The coverage shall not be less than Five Million Dollars (\$5,000,000) combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000), for bodily injury and property damage with respect to each occurrence. The insurance policies shall not be subject to cancellation except after notice to the Airport by registered mail at least thirty (30) days prior to the date of such cancellation or any material change. Where any policy(ies) has (have) normal expirations during the term of this Contract, written evidence or renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Contractor shall permit the Airport to inspect the originals of all applicable policies. The Contractor's insurance identified in this Article 17 shall include a waiver of subrogation in favor of the additional insured. This Article 17 -INSURANCE, shall be subject to periodic adjustments.

18. WAIVER OF SUBROGATION

A. The Airport and Contractor each waive any rights it may have against the other on account of any loss or damage occasioned to Airport or Contractor, as the case may be, their respective property, the Premises or its contents or to other portions of Airport Facilities arising from any liability, loss, damage or injury caused by fire or other casualty for which property insurance is carried or required to be carried pursuant to this Contract. Each of the parties hereto, on behalf of their respective insurance companies insuring the property of either Airport or Contractor against any such loss, to the extent of any recovery under such insurance, waives any right of subrogation that it may have against the other. Each waiver shall be expressly included in, and shall comply with the requirements of the respective insurance policies. Should either or both of the respective insurance companies assess a charge for such waiver, each party shall pay only for the charges assessed by its respective insurer.

B. Contractor further expressly waives any and all claims against the Airport, the City and County of Spokane, their agents and employees of whatever nature, for any and all loss or damage sustained by the Contractor, except loss or damage caused by the sole negligence of the Airport, its agents or employees, including interruption of the Contractor's business operations, by reason of any defect, deficiency, failure or impairment of the Premises, or any utility service to or in the Premises, including, but not limited to, the water supply system, electrical wires leading to or inside the Premises, gas, electric or telephone service, or any other failure which may occur during the term of this Contract from any cause.

19. FORCE MAJUER LANGUAGE

Neither the Airport or Contractor shall hold the other responsible for damages or delays

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in performance caused by acts of God, accidents, or other events beyond the control of the other or the others employees and agents.

20. <u>SECURITY</u>

A. Contractor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of SIA. Contractor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Contractor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Contractor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

B. Contractor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Contractor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check. The current cost for fingerprinting and issuance of a badge is Fifty Dollars (\$50.00). Such cost is subject to adjustment annually based on the Airport's Rates and Charges. The cost shall be the responsibility of the Contractor. The Contractor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Contractor shall be responsible for the prompt recovery of Airport keys and security identification badges.

C. Pursuant to applicable federal regulations, Contractor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Contractor, its employees, agents, suppliers, invitees, sub-contractors or guests. Contractor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

D. The Contractor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Contractor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Contractor, its employees or agents will be paid promptly, upon demand, to the Airport by the Contractor.

E. All employees assigned by the Contractor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Contractor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.

F. Contractor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

21. LAWS, REGULATIONS AND PERMITS

Contractor covenants and agrees that it will comply with all Federal, State and local laws, ordinances and regulations, and further covenants and agrees it will abide by all applicable rules and regulations that are now in effect or hereinafter adopted by the Airport. Contractor shall, at its own expense, obtain and keep in effect all certificates, licenses and permits necessary to conduct said services.

22. <u>LEGAL CLAIMS AND ATTORNEY FEES</u>

A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Contractor's operation at Airport Facilities. The Airport and Contractor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Contractor is an independent contractor in every respect, and not the agent of the Airport.

B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract or in the event suit is brought for the recovery of any rent, fees or other sum or charges otherwise payable by Contractor, this Contract or the breach of any covenant or condition of this Contract, or for the restitution of the Premises to the Airport and/or eviction of Contractor during the term of this Contract, or after the expiration thereof, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

23. <u>TAXES</u>

The Contractor shall, at its own expense, pay all Federal, State and local taxes which may be assessed against its employees or its equipment.

24. <u>NON-PERFORMANCE</u>

A. Contractor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and whose appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.

B. If, in the opinion of the Airport, the quality or quantity of work performed is deemed to be substandard, then the Airport may deduct a discretionary amount from the payment period in question. The deduction of charges will be assessed on a square foot or unit price basis in the area where the work was substandard. Any amount so deducted will be forfeited permanently.

C. In the event of any dispute of the assessment notice or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

D. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

E. Whenever Contractor experiences an actual or potential labor dispute that delays or threatens to delay the services specified herein, the Contractor shall, upon knowledge of such action, immediately notify the Airport, in writing. Such notice shall include all relevant information concerning such dispute and its background. If the Contractor cannot perform its obligations under this Contract to the satisfaction of the Airport in the event of a labor dispute, the Airport reserves the right, in its sole discretion, to cancel or suspend this Contract forthwith and pay for any work completed to the time of cancellation or suspension.

25. <u>PERFORMANCE BOND</u>

At the execution of this Contract, the Contractor shall provide to the Airport a satisfactory Performance Bond in an amount equal to three (3) calendar months of its proposed total contract price which will be in force during the contract term. Such bond shall guarantee faithful performance of the Contract.

26. <u>ASSIGNMENT</u>

The Contractor shall not assign or transfer this Contract or any interest therein, nor shall this Contract be assignable or transferable by operation of law or by any process or proceeding of any court.

27. <u>GOVERNMENT RESERVATIONS AND RESTRICTIONS</u>

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

A. It is understood and agreed to by Contractor that nothing herein contained shall be

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construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, <u>et seq</u>., and Section 308 of the Federal Aviation Act of 1958 and as amended.

B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.

D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of Airport Facilities, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of Airport Facilities, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of Airport Facilities now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Contractor in and to the Premises and improvements thereon. Failure of Contractor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Contractor's rights hereunder.

28. <u>CONTRACT SUBORDINATE TO BOND ORDINANCE</u>

This Contract and all rights of the Contractor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of Airport Facilities, and the Airport and the Contractor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Contractor and the Airport with the term and provisions of the bond covenants.

29. <u>FEDERAL NONDISCRIMINATION</u>

A. Contractor understands and acknowledges that the Airport has given to the United States of America, acting by and through the FAA, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act 1964 and by 49 CFR Part 21 as a condition precedent to the Government making grants in aid to the Airport for certain Airport programs and activities, and that Airport is required under those regulations to include in every agreement pursuant to which any person or persons, other than Airport, operates

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or has the right to operate any facility on Airport Facilities providing services to the public, the following covenant, to which Contractor agrees:

B. Contractor, in its operation at and use of Airport Facilities, covenants that:

1. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;

3. It shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as that regulation may be amended; and

4. Contractor further agrees promptly to provide the Airport, upon written request by the Airport, such information the Airport is required to obtain from Contractor to show compliance with applicable nondiscrimination laws.

30. WORK SUPERVISION

The Contractor shall make sufficient daily routine inspections to insure that the work is performed as required by this Contract. The Contractor, or a competent representative, satisfactory to the Airport, authorized to act for the Contractor, shall be present in the building at all times when the work of the Contract is being carried out. The Contractor shall be available at such times to receive instructions from the Airport as to work which is required to be done in the Airport Facilities. The Contractor shall at all times provide adequate supervision of the work which its employees are performing to insure its complete and satisfactory performance in accordance with the terms of the Contract.

31. <u>PARKING</u>

A. Airport shall provide parking for the selected Respondent's On-Site Manager and authorized alternate by furnishing the selected Respondent with two (2) parking spaces in Airport Garage.

B. The selected Respondent shall obtain employee parking permits from the Airport's Parking Department at the current rate of twenty dollars (20.00) per person per month. The rate is subject to adjustment on January 1st of each year.

32. <u>TERMINATION BY AIRPORT</u>

In addition to any conditions as specified herein and all other remedies available to the Airport, this Contract shall be subject to cancellation by the Airport by giving a thirty (30) day prior written notice upon the happening of any one (1) or more of the following.

A. More than six (6) unfavorable weekly performance reports over a six (6) month period, or five (5) repeat written complaints over a one (1) year period.

B. More than ten (10) written complaints over a six (6) month period, or five (5) repeat written complaints over a one (1) year period.

C. Failure of Contractor to keep and perform any of the terms, covenants and conditions of this Contract, including those related but not limited to Non-discrimination as contained in ARTICLE 29 – FEDERAL NON-DISCRIMINATION herein.

33. TERMINATION BY CONTRACTOR

Contractor shall have the right to terminate this Contract in the event the Airport fails to keep and perform any of the terms, covenants and conditions of this Contract after the expiration of ninety (90) days from the date written notice has been given to the Airport to correct such default or breach.

34. <u>NON-WAIVER OF BREACH</u>

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Contractor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Contractor.

35. <u>SUBMISSION OF CONTRACT</u>

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Contractor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

36. <u>SURVIVAL OF INDEMNITIES</u>

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Contractor shall, at the Airport's option, defend the Airport at Contractor's expense by counsel satisfactory to the Airport.

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37. <u>APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY</u>

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

38. <u>NOTICES</u>

All payments, demands and notices required herein shall be deemed to be properly served if personally delivered, or if sent by overnight courier or certified mail with postage prepaid, to the last address furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT:	Spokane International Airport		
	Properties & Contracts Director		
	9000 W. Airport Dr.		
	Spokane, WA 99224		
CONTRACTOR:			

The date of service of such notice shall be upon personal delivery, one (1) day after such notice is deposited with reliable overnight courier or three (3) days after such notice is deposited in a Post Office of the U.S. Post Office Department.

39. PRIOR AND COLLATERAL AGREEMENTS

This Contract shall constitute the entire Contract between the parties and no other stipulation, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the subject matter of this Contract shall limit or modify its terms. This Contract shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties for the rights granted herein. This Contract shall not be subject to modification or change except by written instrument duly signed.

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40. <u>SEVERABILITY</u>

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provision of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

41. <u>TIME OF ESSENCE</u>

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

42. <u>APPROVAL OR DIRECTION BY THE AIRPORT</u>

Wherever consent, approval or direction by the Airport is required under this Contract, such consent, approval or direction by the Airport shall be effective if given by the Airport's Chief Executive Officer or his/her designee.

43. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only, and are not intended to define or limit the scope of any provisions of this Contract.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD:

APPROVED AS TO FORM:

By: Lawrence J. Krauter Chief Executive Officer Date: Brian M. Werst General Counsel Date: _____

CONTRACTOR

Title:			
Date:			

STATE OF _____) ss. COUNTY OF _____

and stated that he/she was authorized to execute the instrument and acknowledged it as the ______ of ______, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name My commission expires _____

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