

# EXHIBIT 10

## PROPERTY MANAGEMENT AGREEMENT

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING ENTITY NAME

ISHOF Partners

CONTRACTOR NAME

Hensel Phelps Services (Contractor or Hensel Phelps)

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

Plus 30 Years

3. The amount of this Agreement is:

TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit A	Attachment 1 - Technical Approach	
Exhibit A	Attachment 2 - Site Plans and Equipment List	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit B	Attachment 1- Contractor Cost Sheet	
Exhibit C	Special Terms and Conditions	
Exhibit D	Additional Provisions	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Hensel Phelps Services

CONTRACTOR BUSINESS ADDRESS

12050 North Pecos Street

CITY

Westminster

STATE ZIP

CO 80234

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

# PROPERTY MANAGEMENT AGREEMENT

AGREEMENT NUMBER 2022-ISHOF-PM-01
--------------------------------------

## ISHOF PARTNERS

CONTRACTING ENTITY NAME

*ISHOF Partners*

CONTRACTING AGENCY ADDRESS

CITY

STATE ZIP

*I*

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### A. PURPOSE

The purpose of this agreement is to obtain building and property management services for the newly constructed International Swimming Hall of Fame (ISHOF) (Property, 1 Hall of Fame Drive, Fort Lauderdale, FL 33316). The Contractor shall be responsible for all equipment and supplies needed to perform services outlined below.

This agreement includes all building system operations, maintenance, testing and inspections, environmental and health and safety, fire safety, security, cleaning, landscaping, building envelope maintenance, parking management, capital replacement and management, business continuity, space allocations and changes, Photo Voltaic (PV) maintenance, and occupant support for reactive maintenance.

### B. BACKGROUND

The Property consists of:

**REQUIRES INPUT FROM DESIGN DESCRIPTION, COORDINATED WITH  
OVERALL DEVELOPER PACKAGE**

The contractor (Property Manager) shall manage the Property. ISHOF staff, board members, contractors. ISHOF staff, tenants, contractors and the public shall occupy the Property.

## C. SCOPE OF WORK

### 1. Services

#### a. Overview

Property Manager shall be responsible for the operation of the Property and for providing property management services (hereinafter called the "work") at the Property. Property management includes but is not limited to building environment, health and safety, security, maintenance, testing and inspections, cleaning, building operations, property management, capital replacement and management, business continuity planning, space allocation and changes.

Such work shall include, without limitation, the obligation to manage, advise, supervise, direct and coordinate the maintenance of, repair, security, cleaning and operation of the Property and equipment therein, adjacent walkways, sidewalks and common areas in an efficient manner, including but not limited to the following:

- 1) In compliance with the Property Management Plan;
- 2) In a manner comparable to that of other similar, high quality mixed use developments in Southern Florida;
- 3) To purchase all building supplies, materials, parts and to hire and discharge Property Manager's employees, suppliers, materialmen and subcontractors;
- 4) Property Manager shall provide all other services, labor and materials to adequately perform the work;
- 5) Shall perform additional management services in connection with the Property as the parties may agree from time to time or as specifically described herein.
- 6) Property Manager shall ensure all Contractors staff is easily identifiable by wearing a complete uniform consisting of: a clean, brightly colored shirt with the contractor's business name clearly displayed, dark colored bottoms, and closed-toed shoes.

It is critical for the building systems to be managed and coordinated so tenant and occupant's needs are fully supported.

Upon completion, ISHOF shall provide the Contractor with a Facility Operations Manual (FOM) that details all aspects of the facility engineering, security, custodial, landscaping and related services. The FOM and related materials will form the basis for future staff work plans.

b. Cost Savings

The Property Manager shall be responsible for use of up-to date techniques, sequences and procedures in performing the work in order to achieve the lowest operating cost consistent with maintenance levels, which are in compliance with law, in compliance with the Property Management Plan, and with standards comparable to that of other similar, high quality mixed-use developments in Fort Lauderdale, Florida.

c. Operations and Maintenance Plan

ISHOF and Property Manager shall, as soon as reasonably possible, but no later than 90 days after execution of Agreement, prepare and approve a Operations and Maintenance Plan which covers the building maintenance strategy, emergency plans and budgeting for future needs. In addition, the Operations and Maintenance Plan shall cover details related to levels of services, procedures and descriptions of services Property Manager is responsible for in accordance with the contract.

2. Budgeting & Accounting

a. Operating Budget Forecasting

Upon execution and delivery of the Agreement, ISHOF and Property Manager shall prepare and submit the following to ISHOF for ISHOF's approval on a mutually agreed upon date:

- 1) The operating budget shall include expenditures forecasted for future years such as budgeting for the maintenance and repair of equipment, and its eventual (inevitable) replacement. Every piece of mechanical equipment has an expected life span that varies by type and service load; that life span should be tracked, whether it's five, ten, or 20 years. If a compressor has a service life of 20 years, funds should be allocated annually starting in year one to a capital replacement account in order to avoid trying to fund the replacement in the last useful years of service. Accurate budgeting can help avoid major disruptions and the sometimes exorbitant costs of having to replace something unexpectedly.
- 2) The Operating Budget shall be consistent with Exhibit B – Attachment 1 Contractor's Cost Sheet. For each subsequent year of operations, an operating budget and forecasting shall be submitted for approval to ISHOF on or before February 1 of each year.

b. Performance Within Budget

Property Manager shall use diligence and employ all reasonable efforts to ensure that the actual costs of maintaining and operating the Property shall not exceed the costs provided in Exhibit B, Attachment 1 Contractor's Cost Sheet.

c. Books & Records

Property Manager shall maintain proper, adequate, and separate books and records for the Property, setting forth a true, accurate, and complete account of all business transactions with respect to the ownership and operation of the Property, such as:

- 1) With sufficient supporting documentation to ensure that all entries in the books and records are accurate and complete and in a manner consistent with the obligations of Property Manager;
- 2) Such books and records will be maintained by Property Manager at Property Manager's address at 12050 North Pecos Street, Westminster, Colorado stated herein or at such other location as may be mutually agreed upon in writing;
- 3) Shall be so maintained for a period of five (5) years after the creation of such books and records except in the event of an audit, litigation, or other proceeding involving such books and records which is not complete within said five (5) year period;
- 4) In which case, the books and records shall be maintained until conclusion of the proceeding, or for such other period as ISHOF shall agree;
- 5) Notwithstanding anything to the contrary contained in this Agreement, repair records made in connection with any construction, equipment or other Property warranty issues;
- 6) Shall be maintained for a period of ten (10) years after the installation and/or construction of the item to which the applicable warranty pertains;
- 7) ISHOF and its representatives shall have the right of access to audit and inspect all books and records maintained by Property Manager with respect to Property;
- 8) All audits pursuant to this Agreement shall be at ISHOF's cost, shall be conducted during normal business hours;
- 9) Shall be conducted at Property Manager's office where such books and records are located;
- 10) Property Manager shall cooperate with ISHOF's auditors and accountants in any inspection and audit of the books and records and the preparation of financial statements and tax returns.

d. Accounting

Property Manager shall perform those accounting and financial reporting services regarding the Property, which are normally provided with respect to comparable high quality mixed-use developments in Southern Florida.

The monthly statements shall include:

- 1) A comparison of monthly and year-to-date actual expenses.
- 2) An analysis of any significant variances between budgeted and actual amounts incurred or expended,
- 3) A schedule of accounts payable and accrued expenses,
- 4) A schedule of any capital expenditures for the period,
- 5) An inspection report of the Property,
- 6) ISHOF shall provide courtesy copies of utility bills each month to Property Manager. Property Manager is responsible for providing to ISHOF a schedule of utilities consumption and demand with analysis each quarter.

e. Copies of Books & Records

Property Manager shall maintain, and supply to ISHOF upon request, copies of the books and records maintained by Property Manager for the Property, including, but not limited to:

- 1) All bank statements, bank deposit slips and bank reconciliations;
- 2) Detailed cash receipts and disbursement records;
- 3) Paid invoices;
- 4) Summaries of adjusting journal entries;
- 5) Supporting documentation for payroll, payroll taxes, and employees benefits; and
- 6) Vouchers, statements, and records from all independent contractors engaged by the Property Manager.

3. Specific Management Responsibilities

a. Commencement of Services

To ensure the orderly transition of property management and operations, Property Manager shall have employees that are deemed full time onsite personnel which includes but is not limited to the Property Manager and their employees, the Building Engineer and their employees, janitorial staff, building maintenance staff, landscaping and security onsite and ready to work no later than TBD (transition date) and be fully staffed and operational with all personnel onsite by date to be determined (occupation date). These dates are subject to

change based upon occupancy notice. Property Manager shall be given thirty (30) -days notice in the event of any changes to the transition or occupation dates.

b. Sustainability and Green Building Practices

Property Manager shall provide all direction, supervision, professional management, and in-house consulting staff services as necessary to direct, supervise, manage, operate, maintain, and repair the Property. All operations and maintenance shall be in a manner that is consistent with the Property's size and existing facilities as a Class A, Leadership in Energy and Environmental Design (LEED™)™

ISHOF will provide Contractor with all current warranties related to the property. Warranties shall be taken into account when preparing and executing the Operations and Maintenance Plan. Property manager is responsible for implementing routine maintenance and regular system checks to ensure critical systems failures are avoided and equipment warranties remain in effect. A regularly and properly maintained facility shall seek to eliminate any event that may disrupt operations or pose safety hazards to building occupants.

The Design-Builder has a one-year warranty period included in its contract for the Property. Property Manager is responsible for all preventative maintenance of equipment upon commencement of services, excluding non-Design-Builder installed tenant equipment. To ensure that the warranty remains in effect, it is critical that all maintainable building components have Preventative Maintenance completed in accordance with the manufacturer standards. The nature of the use of the Property requires a reliable and predictable level of building systems and services to minimize unplanned interruptions to testing and related activities.

c. Property Manager Orientation

Property Manager shall inform itself with respect to the layout, construction, location, character, plan, and operation of the Property and the lighting, heating, plumbing, ventilating, air conditioning, elevator systems and any other mechanical equipment and systems in the Property, and shall be responsible for enforcement of all warranties and guaranties pertaining to the equipment of the Property.

d. Repairs & Maintenance

Property Manager shall keep the Property in a clean condition, and make or cause to be made such ordinary maintenance, repairs, and alterations as Property Manager may deem advisable or necessary, or as ISHOF may direct, subject to and within the limitations of the Approved budget. Such duties shall include, without limitation, interior and exterior cleaning and janitorial services, painting, plumbing, carpentry, on-site locksmith and key making, engineering, repairs and maintenance of sidewalks and common areas, landscaping and such other normal maintenance and repair work as may be necessary or desirable. All repairs shall be approved by ISHOF in advance in writing, except emergency repairs if, in the reasonable opinion of Property Manager, such repairs are necessary to protect the Property from material

damage or to maintain services to the Property. In the event of an Emergency, Property Manager shall notify ISHOF Contract Manager or designee immediately.

Property Manager must be available at all times and must respond within sixty (60) minutes of ISHOF's call, twenty-four (24) hours per day, every day of the year. After such call, Property Manager must be on the Property in person within four (4) hours upon request.

- i. Contractor shall notify ISHOF prior to making repairs. A written estimate of the required part(s) and material(s) must be submitted to and approved in writing by ISHOF, prior to replacement.
- ii. Contractor shall ensure that replacement parts and materials are new, factory manufactured, or of equivalent quality.
- iii. Total charges for parts and materials shall not exceed the Contractor's wholesale cost excluding tax, plus 15%. For example,  $(\$100 + 15\%) + (\$100 \times \text{sales tax})$ . Contractor shall provide copies of receipts for all parts and materials purchased over \$500.00.

e. Inspection of Work

Property Manager shall permit and facilitate inspection of the work by ISHOF and its representatives and public authorities at all times. Failure of ISHOF during the term of this Agreement to discover or reject unacceptable work, or work not in accordance with the terms of this Agreement, shall not be deemed an acceptance thereof nor a waiver of ISHOF's right to the proper execution of the work or any part of it by the Property Manager.

f. Office Space, Equipment, and Furnishings

ISHOF shall supply for Property Manager's use an office, staff work area, and adequate storage space at the Property. These ISHOF-supplied spaces are to be utilized directly for the benefit of the Property. ISHOF shall supply the office and staff work area with furniture and equipment including modular workstations, telephones and telephone service, computers, printers, and photocopying equipment.

The following office space will be allotted:

- 1) A private office to be occupied by the Chief Engineer and:
- 2) A staff work area that includes four (4) workstations for use by Property Management's trades personnel;
- 3) Two (2) janitorial closets, custodial supply, one (1) landscape storage, maintenance storage, and an attic stock storage room;
- 4) All furnishings and equipment provided by ISHOF shall remain the property of ISHOF upon termination of the Agreement;

- 5) Property Manager shall maintain a current list of all ISHOF office and storage space occupied by the Property Manager;
- 6) The list shall be available to ISHOF upon request and shall include the room number, building, and purpose or use of room.

g. Non-Reimbursable Expenses

The following expenses or costs incurred by or on behalf of Property Manager in connection with this Agreement shall be at the sole cost and expense of Property Manager and shall not be reimbursed by ISHOF:

- 1) All equipment, supplies, certifications, and training necessary for it and its workers to perform the services outlined in this agreement.
4. Daily, Monthly and as needed services:

a. Janitorial Services

Property Manager shall oversee the cleaning of the Property and determine schedules for services for efficiency and minimal disruption to ISHOF's daily operations. Janitorial services will be provided daily. All janitorial services, products, consumables and equipment used onsite shall comply with requirements for sustainability and shall be provided by ISHOF. The Property Manager is responsible for maintaining and replenishing an inventory of cleaning supplies.

- i. The building should follow the cleaning schedule below. Some lab and test cells may require supervised cleaning and will be determined after start of contract.
- ii. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers, and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas.
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.

- (6) Specifically check, and if action is needed, then:
- a. Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
  - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets and floor mats (quantities and size of floor mats to be determined).

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).
- (3) Pressure wash exterior, vertical and horizontal surfaces

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean window coverings.

b. Landscape Maintenance Services

Property Manager shall oversee all landscaping services for the Property to ensure all landscape responsibilities are being handled and comply with proper disposal of discarded landscape material. Landscaping services will be performed weekly.

Property Manager shall inspect Property irrigation and sprinkler systems for leaks.

i. Warranty Period

- a. Tree, shrubs, vines, and ornamental grasses are under 12 month warranty.
- b. Ground Covers, Biennials, Perennials, and other plants are under 12 month warranty.
- c. Annuals, have no Warranty

ii. Maintenance procedures:

- a. General: the general care and maintenance of all areas shall consist of proper watering, fertilization, weeding, rodent control, clean up and as noted below.
- b. Groundcover from flats without overseed: apply pre-emergent herbicide at the

- start of maintenance in accordance with the manufacturer's printed instructions.
- c. Fertilization: maintenance work shall include fertilization with the following fertilizer at thirty (30) day intervals after planting. Refer to horticultural soils report.
  - d. Weeding: any concentrated development of weed growth that may appear in planting areas during the maintenance period shall be removed at ten (10) day intervals. The contractor shall remove such concentrations of weeds including their roots by hand or in a manner acceptable to the owner (job superintendent) and landscape architect. Note: cultivation of groundcover is not acceptable.
  - e. Rodent control: the contractor shall take the necessary steps to eliminate any rodents encountered on site. External pest and rodent control shall be preventive and curative.
  - f. Clean-up: during the course of the maintenance work, the contractor shall remove surplus materials and debris from the site and shall keep the premises in a neat and clean condition at all times.
  - g. Protection of landscape: during the maintenance period, the contractor shall be responsible for maintaining adequate protection of all planting areas. Any damaged areas shall be repaired at the contractor's expense.
  - h. Re-hydroseeding: the contractor shall re-hydroseed all hydroseed areas eroded or non-germinating at the end of each thirty (30) days of maintenance.
  - i. Final acceptance: will be given at the end of the maintenance period for all planted areas once hydroseed germination has occurred and establishment has been obtained.
  - j. Tree care, pruning height limit and maintenance shall follow county codes and regulations.

c. Window Washing

Property Manager shall be responsible for overseeing Property interior and exterior window washing. Said equipment to remain onsite and the property of ISHOF at the end of Agreement. Window washing services are performed quarterly and are based on water management practices.

d. Pest Control

Property Manager shall be responsible for ensuring pest control services are performed at the Property on a bi-weekly basis, on weekends and/or after business hours at schedule times agreed upon by ISHOF and Property Manager. Property Manager shall make all efforts to use non-chemical controls as the primary method of control and to use non-toxic pesticides when needed. Pests include but are not limited to vermin, gnats, spiders, ants and roaches.

e. Elevator Maintenance

Property Manager shall be responsible for regular elevator maintenance, permits, fees and certifications are up to date and in compliance with all labor laws and applicable regulations.

f. Photovoltaic Cleaning (PV) Cleaning

Property Manager shall be responsible for overseeing Property PV cleaning services. Said equipment to remain onsite and the property of ISHOF at the end of Agreement. PV cleaning services are performed monthly and are based on water management practices.

g. Surface Parking Lots

Property Manager shall oversee surface parking lot services. Responsibility shall include sweeping service in all parking lots and scrub cleaning to maintain cleanliness of the parking lots. Parking lots shall be cleaned of any trash daily. Sweeping of the parking lot should be completed two (2) times per month. Date(s) and time(s) of services shall be made in coordination with ISHOF Project Manager.

h. Sheet Waterproofing

The Property Manager is responsible for walking the building and identifying leaks and other items that may create damage, i.e. water damage and shall report that within 24 hours to the ISHOF Project Manager in order to ensure the water proofing is put in place as soon as possible in an effort to reduce or eliminate damage.

i. Exterior Furniture

Property Manager shall conduct periodic checks to ensure the proper placement of exterior furniture and to identify any furniture in need of repair. Property Manager shall take precaution to protect terrace and balcony furniture by turning over or moving tables/chairs/umbrellas in stormy and extremely windy weather conditions. Contractor shall also maintain the exterior stationary benches, and all exterior furniture in the patio, terrace, and courtyard areas.

j. Fire Extinguisher Inspection, Maintenance and Certification

The Property Manager shall be responsible for the performance and tracking of monthly fire extinguisher inspections. Monthly inspections shall include ensuring the fire extinguishers are visible, unobstructed and in their designated location. In addition, Property Manager must ensure the locking pin is intact, the tamper seal is unbroken and check for any obvious signs of physical damage.

Fire extinguishers must be inspected and certified annually by a fire protection equipment company. Property Manager shall be responsible for ensuring this is completed annually.

k. Building Attic Stock

Property Manager shall maintain a list of property finishes, specifications, and an attic stock for the property. The design-build contractor will provide initial attic stock inventory. Attic stock shall include, but not be limited to:

- 1) Flooring;
  - 2) Light fixtures and other wearable electrical components;
  - 3) Security system components, fire alarm field devices, access control components, and closed circuit television system components;
  - 4) Door hardware;
  - 5) HVAC components, including valve and actuator rebuild kits, pumps, and motors;
  - 6) Extensive mission critical parts for uninterruptible power supply (UPS), power distribution unit (PDU);
  - 7) Glazing stock; miscellaneous exterior cladding pieces, pavers and pedestals.
- I. Building Emergency Response Team (BERT) and Emergency Response Plan

Property Manager shall work with ISHOF to maintain the established Emergency Response program for the protection of all personnel, physical assets, and the major factors involved in all emergencies affecting the Property. Contractor shall provide adequate staff to maintain ISHOF needs in the Building Emergency Response Plan.

Property Manager's emergency response plans shall include, but not be limited to: working in conjunction with ISHOF Health and Safety Unit in the planning and completion of one (1) annual evacuation drill for all ISHOF building staff and non- ISHOF building tenants; responding to life safety situations; coordinating and assessing structure and systems protection; ensuring facility-wide security protection; and establishing an onsite incident commander to be responsible for initialing a mandatory evacuation of the facility if the Property becomes unsafe to occupy. At ISHOF Health and Safety Unit's request, Contractor shall be responsible for working with the Health and Safety Unit in conducting an offsite drill for all ISHOF building staff and non-ISHOF building tenants.

Property Manager shall attend a quarterly meeting chaired by ISHOF Health and Safety Unit to include, but not be limited to: ensuring all plans are in alignment with current best practices; and coordinating the updating of all plans, manuals, drills and training.

Property Manager shall contract for any additional emergency security services required for the protection of the property and its contents in the event of a natural disaster, civil unrest, terrorist event, or property damage/loss.

- m. Disaster Recovery for Building Operations

Property Manager shall participate in Continuity of Operations (COOP) and disaster recovery (DR) planning for emergencies involving the Property. The COOP and DR plans

shall be maintained on site in a hard copy format and backed up as necessary to maintain the security integrity of documents and immediate accessibility should the need arise to activate the plan(s). In coordination with the ISHOF Business Continuity of Operations team, the plans will be updated annually and amended to reflect current lines of succession (staffing changes for key roles). Contractor shall be responsible for coordination of plans to include, but not be limited to:

- 1) Ensuring contractors can be brought in from outside the disaster area for disaster recovery and restoration services;
- 2) Providing life safety and structural and systems protection;
- 3) Providing special security for any critical facilities, supplies or materials;
- 4) Responding to smoke, smells or potential indicators of a potentially dangerous building problem;
- 5) Contacting local law enforcement agencies;
- 6) Assessing building damage and providing structural and non- structural damage reports to ISHOF Facility Management.

n. Safety & Security

Property Manager shall be responsible for overseeing, managing, and providing physical safety and security services for the Property as required by ISHOF. The services shall include, but are not limited to:

- 1) Managing a security program;
- 2) Providing for the protection of all staff and physical assets;
- 3) Having responsibility for maintaining security or controlled access areas;
- 4) Preventative maintenance of on-site security systems;
- 5) Handling and managing crisis situations;
- 6) Researching new security devices and/or technology per ISHOF request;
- 7) Ensuring security officers have appropriate certifications required for security operations.

Property Manager shall manage the onsite Security to oversee all safety and security services for the Property on a 24-hour, seven (7) days a week basis. The head of security shall possess the necessary education and experience to operate a large-scale security

program, a Certified Protection Professional (CPP) designation is preferable. All security officers are required to successfully complete the Security Guard certification. Security officers shall maintain current and active certification while performing security services for the Property. All security officers are required to be trained in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED), First Aid with appropriate certifications.

Contractor shall assess the security needs of the Property and propose an appropriate level of security for approval by ISHOF. Security shall be adequate to ensure safety and security levels are sufficient at all times to maintain ISHOF needs.

Contractor shall work in conjunction with the ISHOF and be responsible for managing crises (e.g. life safety issues, natural disasters, threats, and any other situation that may place occupants and the Property in harm's way in accordance with the program). Contractor shall notify ISHOF of all incidents occurring in or around Property and inform the ISHOF Health and Safety Unit. Contractor shall respond in coordination with ISHOF and notify ISHOF immediately upon all 911 calls to alert ISHOF of the incident or situation. Contractor shall ensure these situations are handled expeditiously.

Contractor shall promptly notify ISHOF of any incidents or conditions, which reflect on or affect the adequacy of the security provisions for the Property, and shall make recommendations to ISHOF with respect to safety and security matters.

Contractor shall work in conjunction with ISHOF to perform investigations, report all incidents timely, and provide incident reports to ISHOF Health and Safety Unit.

o. Energy Management

Property Manager shall provide energy management oversight and utilize utility and energy conservation techniques for ISHOF the Property.

Property Manager shall search and identify operations, capital projects and augments that can conserve energy, taking into consideration ROI, on a recurring basis. Contractor shall maintain electrical, natural gas, water, and sewer consumption and cost accounting.

p. Radio Communications

In the event of an emergency and/or Incident command emergency, Property Manager shall coordinate communications in conjunction with ISHOF. All building engineers, Property Manager, janitorial staff, emergency response team members and emergency management team shall have appropriate multi-channel portable radios with sufficient channels to communicate their responsibilities. Repeated frequencies must communicate to the offsite evacuation location and or rally points (at a minimum of a one-mile radius to the Property. Property Manager shall be responsible for handling the maintenance and conditioning of all portable batteries and overall system functionality. Property Manager

shall ensure an adequate number of radios are available at all times. ISHOF staff will need to be provided a total of two (2) radios.

q. Waste Removal

Property Manager shall oversee all waste and recycling removal from the Property to comply with all ISHOF Waste Management policies and goals.

5. Employee Rates and Benefits

- a. Contractor shall pay all persons performing applicable services under this contract, including those for janitorial, housekeeping, custodian, food service, security guard, or window cleaning services a minimum wage and benefit rate in accordance with applicable law. Failure to comply with the provisions of applicable constitutes a material breach, which could subject the contract to immediate termination by the ISHOF.
- b. It shall also be incumbent upon the Contractor to comply with all federal, State, and Local Minimum Wage Requirements and Ordinances.
- c. "Wages" means hourly payments to a covered employee for work performed by such employee.
- d. "Benefits" shall include health, dental, retirement, and vision benefits; and holiday, sick, and vacation pay.
- e. "Covered Employee" means a person who performs any of the services as more than an incidental part of their duties under this Agreement. This excludes a person who performs solely supervisory or administrative series under this Agreement, or an owner/operator.

**PROJECT REPRESENTATIVES**

The Project Representatives during the term of this agreement will be:

Contracting Entity: ISHOF Partners	Contractor: Hensel Phelps

The parties may change their Project Representative(s) upon providing ten (10) days written notice to the other party's Project Representative(s). The notifying party shall provide complete contact information for the replacement Project Representative(s) to include the information provided above.

## TECHNICAL PORTION – SECTION A

### EXHIBIT A, ATTACHMENT 1, TECHNICAL APPROACH

#### SUMMARY

The Hensel Phelps team provides ISHOF with proven experience and expertise of a property management company. From the 1.6M-square-foot industrial, central utility plant and research campus for Kodak from 1969 to 2012, to command-and-control centers at Cape Canaveral, or establishment of the next-generation prescribed in the solicitation.

#### SYSTEMATIC DELIVERY APPROACH

Hensel Phelps has **categorized the broad scope of work within four work elements**: Hensel Phelps will deliver a single Business Intelligence (BI) solution for reporting the performance of all work for each work element into a single real-time dashboard of Key Performance Indicators (KPIs). This enables Hensel Phelps to view immediate progress and results, collaborate in real-time, and foster a partnering approach with ISHOF and its stakeholders.

**Technical Engineering**: Hensel Phelps' team is comprised of HVAC Technician(s), Electrician, Maintenance Mechanic(s), Building Engineer(s), and Locksmith. This team will be optimized as a function of a thorough analysis of Hensel Phelps' comprehensive knowledge of the maintainable building assets for skillsets, technical expertise, and competency. This analysis identified each Preventative Maintenance recommended by the Original Equipment Manufacturer (OEM), industry standard and required to ensure that warranty rights are preserved and maintained for ISHOF.

Technical maintenance includes elevators, Photovoltaic (PV) maintenance, and occupant support for reactive maintenance. Manufacturer-required annuals will be conducted under the direction of this team but may, in many cases, be conducted by third-parties. The performance of all work, PMs, rounding and readings, and occupancy requests will each be planned, created, and entered in Hensel Phelps Computerized Maintenance Management System (CMMS). The CMMS will track, issue work order, document timeliness of planned and reactive work orders against the plan and agreed Service Level Agreements (SLA) with ISHOF. The performance metrics will be reported in the BI solution.

**Custodial**: The Custodial Services will be optimized as a function of a thorough analysis of the construction documentation, site walks, understanding of the nature of the project work, and cleaning activities planned for the common areas.

This building is a showpiece for the ISHOF and the local communities. As a building with public access and an international destination, it is critical that the public area cleanliness and appearance are maintained to the highest standards. During the day shift, Dayporters will provide touch-point cleaning, restroom, break area cleaning and restocking, all necessary contact cleaning, etc. The majority of cleaning activities are conducted during the evening shift when the cleaning crews can perform their work with minimal interruption to the building occupants. The performance of all work, quality inspections, project work, specialty space cleaning will be and reported through the BI solution.

**Security**: The Security Services will provide adequate patrol officer coverage based on time of day, and building activity levels, rounds, and support for entry desk coverage. The performance of all work, shift observations and reports, rounds, activities, and observations will be monitored and reported into the BI solution.

## TECHNICAL PORTION – SECTION A

Management: The Management team will oversee the overall performance of the contract, managing the BI reporting solution, processing invoices and accounting activities, coordinating the landscape, grounds, and building exterior activities, business continuity, space allocations and changes, coordination of testing and inspections with the Engineering team. This team takes primary responsibility for all ISHOF and occupant needs and requirements, support, concerns, and resolutions of appropriate requests. Budgeting and life-cycle analysis are managed through the Property Management team. This team is the frontline communicator and liaison between all Stakeholders.

Hensel Phelps is committed to supporting ISHOF with these four elements – technical engineering, custodial, security and management – providing a fully compliant solicitation solution, complete scope without exception to meet both the current and future needs of the Property. This proposal, including the cost proposal and demonstrated monthly budget by contract base and option period, delivers the complete scope without exception, within the described solicitation budgets.

### A.1 PROJECT STRUCTURE

**A.1.1 Team Organization** - Hensel Phelps has categorized the broad scope of work for this Property Management contract within four work elements: Technical Engineering; Custodial Services; Security Services; Management.

Hensel Phelps is responsible for the operation of the property and for providing property management services (hereinafter called the "work") at the Property. Property Management includes but is not limited to the following:

- In a manner comparable to that of other similar, high quality projects in Southern Florida
- To purchase all building supplies, materials, parts and to hire and discharge Hensel Phelps' employees, suppliers, materials and subcontractors.
- The Hensel Phelps team will provide all other services, labor, and materials to adequately perform the work
- Will perform additional management services in connection with the Property as the parties may agree from time to time or as specifically described herein.

The Property Manager will ensure all Contractors staff is easily identifiable by wearing a complete uniform consisting of a clean, brightly colored shirt with the contractor's business name clearly displayed, dark colored bottoms, and closed-toed shoes.

Hensel Phelps understands that it is critical for the building systems to be managed and coordinated so vehicle testing and program needs are fully supported. Vehicle emission testing is highly technical and specialized, requiring standards in testing and laboratory environments to ensure tests are repeatable, and that test data is accurate and valid.

Upon completion, ISHOF will provide the Property Manager/Contractor with a Facility Operations Manual (FOM) that details all aspects of the facility engineering, security, custodial, landscaping, and related services. The FOM and related materials will form the basis for future staff work plans.

**A.1.2 Cost Savings**- Hensel Phelps will use current techniques, sequences and procedures in performing the work in order to achieve the lowest operating cost consistent with maintenance levels, which are in compliance with law, in compliance with the Property Management Plan, and with standards comparable to that of other similar, high quality property in Fort Lauderdale, Florida.

**A.1.3 Operations and Maintenance Plan** - ISHOF and Hensel Phelps will, as soon as reasonably possible, but no later than 60 days after execution of Agreement, prepare and approve an Operations and Maintenance Plan which

**TECHNICAL PORTION – SECTION A - *continued***

covers the building maintenance strategy, emergency plans and budgeting for future needs. In addition, the Operations and Maintenance Plan will cover details related to levels of services, procedures and descriptions of services that Hensel Phelps is responsible for in accordance with the contract

**A.2 SEQUENCE | RELATIONSHIPS | MEASURABLE OUTCOMES**

**A.2.1 Environment, Health and Safety**

**Waste Removal** - Hensel Phelps will oversee all waste and recycling removal from the Property to comply with all ISHOF Waste Management policies and goals.

**A.2.2 Fire Safety**

**Fire Extinguisher Inspection, Maintenance and Certification** – Hensel Phelps will be responsible for the performance and tracking of monthly fire extinguisher inspections. Monthly inspections will include ensuring the fire extinguishers are visible, unobstructed and in their designated location. In addition, Hensel Phelps must ensure the locking pin is intact, the tamper seal is unbroken and check for any obvious signs of physical damage.

Fire extinguishers will be inspected and certified annually by a fire protection equipment company. Hensel Phelps will be responsible for ensuring this is completed annually.

**A.2.3 Security**

Hensel Phelps will be responsible for working in conjunction with ISHOF Health and Safety unit in overseeing, managing, and providing physical safety and security services for the Property as required by ISHOF. The services will include, but are not limited to:

- Managing a security program
- Providing for the protection of all staff and physical assets
- Having responsibility for maintaining security or controlled access areas
- Operating a 24-hour per day, 7-day-per-week sophisticated control room
- Preventative maintenance of on-site security systems
- Handling and managing crisis situations
- Researching new security devices and/or technology per ISHOF request
- Ensuring security officers have appropriate certifications required for security operations

Hensel Phelps will manage the onsite Security to oversee all safety and security services for the Project on a 24-hour, seven (7) days a week basis. The Head of Security will possess the necessary education and experience to operate a large-scale security program, a Certified Protection Professional (CPP) designation is preferable. Security officers will maintain current and active certification while performing security services for the Property. All security officers are required to be trained in cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and First Aid with appropriate certifications.

Hensel Phelps has assessed the security needs of the Property and proposes an appropriate level of security for approval by ISHOF. Security will be adequate to ensure safety and security levels are sufficient at all times to maintain ISHOF needs.

Hensel Phelps will provide specialty services such as external security personnel and threat assessments as required or requested by ISHOF at the Property.

**TECHNICAL PORTION – SECTION A - continued**

**A.2.4 Maintenance Testing and Inspection**

**Elevator Maintenance** - Hensel Phelps will be responsible for regular elevator maintenance, permits, fees, and ensure compliance with all labor laws and regulations.

**Sheet Waterproofing** - Hensel Phelps is responsible for walking the building and identifying leaks and other items that may create damage; i.e., water damage and will report that within 24 hours to ISHOF in order to ensure the water proofing is put in place as soon as possible in an effort to reduce or eliminate damage.

**A.2.5 Cleaning**

**Custodial Services** – Hensel Phelps will oversee the cleaning of the Property and determine schedules for services for efficiency and minimal disruption to ISHOF’s daily operations. Custodial / Janitorial services will be provided daily.

The building will follow the cleaning schedule below. Custodial services sufficient to maintain the interior in a clean, well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

- Empty and clean all trash containers, and dispose of all trash and rubbish.
- Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas.
- Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- Remove finger marks and smudges from all glass entrance doors.
- Specifically check, and if action is needed, then:
  - Dust the tops of all furniture, counters, cabinets, and window sills, (which are free of interfering objects).
  - Remove spots and/or spills from the carpets, floors, and stairways.

<b>CUSTODIAL SERVICES FREQUENCY MATRIX (as needed, but not less frequently than)</b>	
<b>Twice Weekly</b>	<ul style="list-style-type: none"> <li>• Vacuum all carpets and floor mats (quantities and size of floor mats to be determined)</li> </ul>
<b>Weekly</b>	<ul style="list-style-type: none"> <li>• Damp mop all hard surface floors</li> <li>• Dust all window blinds</li> <li>• Treat stainless steel fountains and sinks to eliminate stains and mineral deposits</li> <li>• Spot clean the walls</li> </ul>
<b>Quarterly</b>	<ul style="list-style-type: none"> <li>• Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance</li> <li>• Treat carpets for static electricity control (if not integrated in the fabric)</li> <li>• Pressure wash exterior, vertical and horizontal surfaces</li> </ul>
<b>Semi-annually</b>	<ul style="list-style-type: none"> <li>• Wash all windows, window blinds, light fixtures, walls, and painted surfaces</li> </ul>
<b>Annually</b>	<ul style="list-style-type: none"> <li>• Steam clean carpets to remove all stains and spots</li> <li>• Clean window coverings</li> </ul>

**Window Washing** - Hensel Phelps will be responsible for overseeing Property interior and exterior window washing. Said equipment to remain onsite and the property of ISHOF at the end of Agreement. Window washing services are performed bi-annually and are based on water management practices.

**TECHNICAL PORTION – SECTION A - *continued***

**Photovoltaic Cleaning (PV) Cleaning** - Hensel Phelps will be responsible for overseeing Property PV cleaning services. Said equipment to remain onsite and the property of ISHOF at the end of Agreement. PV cleaning services are performed bi-annually and are based on water management practices.

**Surface Parking Lots** - Hensel Phelps will oversee surface parking lot services. Responsibility will include sweeping service in all parking lots and scrub cleaning to maintain cleanliness of the parking lots. Surface parking lots will be cleaned daily of any trash and sweeping will occur twice per month. Date(s) and time(s) of services will be made in coordination with ISHOF Project Manager.

**A.2.6 Building Operations**

**Landscape Maintenance** - Hensel Phelps will oversee all landscaping services for the Property to ensure all landscape responsibilities are being handled for proper disposal of discarded landscape material. Landscaping services will be performed weekly. Hensel Phelps will inspect Property irrigation and sprinkler systems for leaks.

**Pest Control** - Hensel Phelps will be responsible for ensuring pest control services are performed at the Property on a bi-weekly basis, on weekends and/or after business hours at scheduled times agreed upon by ISHOF and Hensel Phelps. Hensel Phelps will make all efforts to use non-chemical controls as the primary method of control and to use non-toxic pesticides when needed. Pests include but are not limited to vermin, gnats, spiders, ants, and roaches.

**Exterior Furniture** - Hensel Phelps will conduct periodic checks to ensure the proper placement of exterior furniture and to identify any furniture in need of repair. Hensel Phelps will take precaution to protect terrace and balcony furniture by turning over or moving tables/chairs/umbrellas in stormy and extremely windy weather conditions. Hensel Phelps will also maintain the exterior stationary benches, and all exterior furniture in the patio, terrace, and courtyard areas.

**Building Attic Stock** - Hensel Phelps will maintain a list of property finishes, specifications, and an attic stock for the property. The design-build contractor will provide initial attic stock inventory. Attic stock will include, but not be limited to:

- Flooring;
- Light fixtures and other wearable electrical components;
- Security system components, fire alarm field devices, access control components, and closed-circuit television system components;
- Door hardware;
- HVAC components, including valve and actuator rebuild kits, pumps, and motors;
- Extensive mission critical parts for uninterrupted power supply (UPS), power distribution unit (POU);
- Glazing stock; miscellaneous exterior cladding pieces, pavers, and pedestals.

**Radio Communications** - In the event of an emergency and/or Incident command emergency, Hensel Phelps will coordinate communications in conjunction with Administrative Services Division. All building engineers, Hensel Phelps, custodial staff, emergency response team members and emergency management team will have appropriate multi-channel portable radios with sufficient channels to communicate their responsibilities. Repeated frequencies must communicate to the offsite evacuation location and or rally points (at a minimum of a one-mile radius to the Property). Hensel Phelps will be responsible for handling the maintenance and conditioning of all portable batteries and overall system functionality.

**TECHNICAL PORTION – SECTION A - *continued***

**Energy Management** - Hensel Phelps will provide energy management oversight and utilize utility and energy conservation for the Property.

Hensel Phelps will search and identify operations, capital projects and augments that can conserve energy, taking into consideration ROI, on a recurring basis. The team will maintain electrical, natural gas, water, and sewer consumption and cost annually.

## TECHNICAL PORTION – SECTION B

### B.1 METHODOLOGY AND SPECIFIC TECHNIQUES

Hensel Phelps, as a Design, Build and Manage company is the Design-Builder for the facility. The senior leadership of this Property Management team has been actively involved with the project since the design phase. They understand the program needs and expectations of the building, its systems, and the required commissioning activities associated with the final quality control activity. They will understand the owner's project requirements, basis of design, sequence of operations and the pre-functional and functional performance testing requirements. Effective building operations are when the fine-tuning and operational optimization occurs.

The operations as described above are just one aspect of the overall Property Management requirements. Hensel Phelps has categorized the broad scope of work within four elements: Technical Engineering, Custodial Services, Security Services and Management. Each of these elements is described in the summaries on the following pages, with more comprehensive descriptions provided in this section for each Property Management element. Hensel Phelps plans to offer a single Business Intelligence (BI) solution for reporting the performance of all work for each element into a single dashboard of Key Performance Indicators (KPIs) and will work with ISHOF to define those elements of performance and the associated dashboard interface.

**Technical Engineering:** The Technical Engineering team is led by the Chief Engineer. This team has been optimized as a function of a thorough analysis of Hensel Phelps comprehensive knowledge of the maintainable building assets for skillsets, technical expertise, and competency. This analysis resulted in identifying each Preventative Maintenance (PM) recommended by the Original Equipment Manufacturer (OEM) and industry best standards to ensure that ISHOF's warranty is maintained. This level of effort is calculated to just under ten-thousand person-hours of PMs annually, plus the necessary rounds and readings and other required duties to ensure occupant comfort and system effectiveness. Technical maintenance for elevators, Photovoltaic (PV) maintenance, and occupant support for reactive maintenance is also included in this proposal. Manufacturer-required annuals will be conducted under the direction of this team, but may, in many cases, be conducted by third-parties. The performance of all work, PM, rounding and readings, and occupancy request will each be planned, created, and entered in Hensel Phelps' Computerized Maintenance Management System (CMMS), to track and issue work orders against agreed Service Level Agreements (SLA) with ISHOF. The performance metrics will be reported in the BI solution.

**Custodial:** The Custodial Services team is led by the Custodial Manager. This team has been optimized as a function of a thorough analysis of the construction documentation, site walks, understanding of the nature of the project work, and cleaning activities planned for the chemistry and test areas. As a building with public access, and an international destination for government and industry leaders, it is critical that the cleanliness and appearance are maintained to the highest standards. During the day shift, the Dayporters will provide touch-point cleaning, restroom, break area cleaning and restocking and all necessary contact cleaning duties. The majority of cleaning activities are conducted during the evening shift when the cleaning crews can perform their work with minimal interruption to the building occupants. The performance of all work, quality inspections, project work, specialty space cleaning such as chemistry and test labs will be monitored and reported through SmartInspect™ into the BI solution.

**Security:** The Security Services team is led by the Director of Security. Hensel Phelps' security partner has sized this team to provide 24x7x365 security coverage and ensure control room monitoring, adequate patrol officer coverage based on time of day, and building activity levels, rounds, and support for main desk coverage. The performance of all work, shift observations and reports, rounds, activities, and observations will be monitored and reported into the BI solution.

## **TECHNICAL PORTION – SECTION B - *continued***

**Management:** The Property Management team is led by the Property Manager. This team is overseeing the overall performance of the contract, managing the BI reporting solution, processing invoices and accounting activities, coordinating the landscape, grounds and building exterior activities, business continuity, space allocations and changes and coordination of testing and inspections with the Engineering team. This team is taking primary responsibility for all ISHOF and occupant needs and requirements, support, concerns, and resolutions of appropriate requests. Budgeting and life-cycle analysis are managed through the Property Management team. This team is the frontline communicator and liaison between all teams.

### **B.1.1 TECHNICAL ENGINEERING SERVICES APPROACH**

Hensel Phelps plans to provide Technical Engineering services with an onsite presence during the day and evening shifts, during regular working days. Outside of these hours (off-hours), on-call services and prompt response will be delivered to address such requirements. All off-hours work requests will be documented with a timestamp and response times, resolution, reporting, and closeout will be recorded and measured against the SLA's and reported through BI as measured KPIs.

To effectively plan, manage and report on Technical Engineering activities, Hensel Phelps utilizes their CMMS solution to support and evaluate their operation. Tapping into the resources of the CMMS solution, Hensel Phelps has access to hundreds of millions of task transactions, providing advanced analytics and technologies, turning CMMS collective data into actionable intel with enhanced tools like incident management and preventive maintenance scheduling. By simplifying the task management activities, streamlining employee and client communications, the Property Manager uses the CMMS solution and each work element leader to make better, more proactive decisions based on predictive and quantifiable information. In summary, the CMMS solution informs and assists, predicts and validates, automates and streamlines.

The CMMS solution provides data-backed intelligence with real-time dashboards and tools to work smarter. The utilization of this tool allows Hensel Phelps to optimize resources to meet the challenging and complex nature of the ISHOF project by planning and using less effort to find ways to save time and reduce cost-efficiently.

### **B.1.2 CUSTODIAL SERVICES APPROACH**

The Hensel Phelps team is committed to providing a healthy, sustainable, clean and well-maintained building for ISHOF. This approach has been developed to provide the appropriate level of custodial care and attention during normal working hours, while the majority of ISHOF employees will be onsite. Most of the cleaning activities are planned to occur during the evening shift, when it is anticipated that ISHOF employees, with the exception of a limited number, will have concluded their daily activities, when the building cleaning will efficiently occur and not impact their work.

The products and equipment used in the cleaning process and provided will meet the guidelines for green cleaning products such as Green Seal. Hensel Phelps will use information from the International Facility Management Association (IFMA), the U.S. Green Buildings Council LEED for existing buildings, and other reputable sources to implement an environmentally sustainable green cleaning program.

#### ***B.1.2.a Standards and Standard Operating Procedures***

Consistency within day-to-day operations delivers trust and respect by ensuring the custodial team is treated appropriately with respect and held to a higher standard for operational procedures. Hensel Phelps uses the following operating standards to ensure performance and consistency:

**TECHNICAL PORTION – SECTION B - *continued***

- Regulatory
- Safety
- Training
- Productivity
- Process
- Management
- Conduct
- Product and Equipment

Standards and service categories provide the basis for consistent, well-written instructions that document work strategies and measure outcomes. During the transition phase, the Team will refine approved site-specific operating procedures and develop a Custodial Standard Operating Procedures (SOP) manual. This Custodial manual will provide consistency and standardization which will result in decreased errors and provide more productive cleaning results. Listed below are examples of critical factors addressed in the SOP manual:

- ISHOF site requirements
- Security and building access
- Cleaning procedures
- Audits and inspections
- Work order process
- Communication
- LEED standards and requirements
- Personal behavior and appearance guidelines
- Absenteeism, leave and turnover policies
- Discipline procedures
- Supplies and Storage

***B.1.2.b Measuring Success***

The Hensel Phelps team will measure its processes and performance through Key Performance Indicators (KPIs). Custodial KPIs measure items such as response time, quality, and occupant satisfaction. KPIs are used to align service to industry best standards and facilitate improvements in operations. Information is collected through audits, inspections, and work orders. This information will be analyzed to recognize trends and patterns and the information. This information will also be incorporated into the decision-making process resulting in continuous improvement. Monthly productivity reports, quarterly business reviews and annual progress reports will be provided for review and consideration.

***B.1.2.c Customer Satisfaction***

The most important way to determine customer satisfaction is to listen and communicate effectively. The Custodial Manager (CM) will meet with the Property Manager and customer representatives on a regular basis to check progress, prepare for any significant challenges or address potential issues. ISHOF approved customer satisfaction surveys will be performed periodically to assess quality of services, comments, and overall customer satisfaction. In addition, performance review meetings will review KPIs, service trends, recommended improvements, achievements and periodic reports.

***B.1.2.d Custodial Management Plan***

The Hensel Phelps management strategy for this site will incorporate its experience in maintaining LEED facilities.

The Custodial Manager will be working on-site full-time, directing all daily operations. The CM will walk the site daily, perform inspections and check in will all staff to make sure that everything is working efficiently. The CM will also

## **TECHNICAL PORTION – SECTION B - *continued***

make sure that the site is properly staffed and supplied with all equipment, chemicals and paper supplies. The CM will work primarily during the day shift but will slightly overlap with the Custodial Supervisor (CS) who works the evening shift for improved communication.

The CS will be responsible for directing the evening staff, scheduling, assigning and closing work orders, scheduling floor cleaning, reviewing high profile areas and supporting nightly cleaning. Evening cleaning includes restroom scrubbing, hard floor buffing, carpet cleaning and nightly lobby cleaning. The CS follows all items to completion and reports back to the CM.

### ***B.1.2.e SmartInspect™ Information System***

For the custodial operations, the Hensel Phelps team will utilize the SmartInspect™ custodial inspection program to standardize and manage quality. The CM and the CS will be the primary users of the system. The SmartInspect™ system uses handheld data collection devices (such as a smartphone or iPad's) to collect and report data. The system uses a configured file designed for the ISHOF facility to collect inspection data to the device. Each configuration includes variables such as building, floor, zone, item, and attribute data specific to areas of the ISHOF site.

During inspections, the CM and the CS will take photographs, record quality deficiencies, or identify maintenance issues. Disciplined data collection screens use defaults to facilitate a fast and simple inspection process. The SmartInspect™ system requires minimal training to perform the first inspection.

The primary custodial metric used is the Quality Success Percentage (QSP), which can be expressed in a variety of ways and different formats, including the "Quality Report", the "Deficiency Report", and the "Quality Trend Report". These custodial reports, including a "Dashboard Summary Report" are automatically generated when a quality inspection is completed and submitted for analytics.

- The Monthly Performance Tracking feature provides the user with automatically generated monthly reports that depict average monthly scores by building. Hensel Phelps working with ISHOF, will set a minimum acceptable monthly score to track performance.
- The Quality Report provides an overall Quality Success Percentage (quality score) and also displays a unique QSP for each area type, item or zone. This information allows the team to drill down into the data to identify improvement opportunities.
- The Deficiency Report provides a list of all the items that the CM or CS labeled as deficient. This list reveals the exact location (location, floor, zone, room, and area type) of the deficiency, and also includes information regarding the type of deficiency (dust, debris, etc.), the inspector, date/time stamp, and a photograph. The report formatting allows the SmartInspect™ user to drill down into the data to identify improvement opportunities.
- The Quality Trend Report analyzes progress and trends to refocus efforts to meet quality goals.

### ***B.1.2.f Work Order Management***

Pre-defined work schedules will be prepared and used to dispatch most of the work. The Hensel Phelps work management system will issue custodial work orders for specific custodial requirements, special events, and spot clean-ups. The CM and the CS will issue these work orders to the appropriate custodial team member within the priority assigned to the work order.

### ***B.1.2.g LEED Custodial Practices***

The following overall policies will be used by the Hensel Phelps team with respect to custodial practices. These policies are and will be communicated to all employees involved with the housekeeping process. The major policies are provided as follows:

**TECHNICAL PORTION – SECTION B - *continued***

- Documentation of Program – Maintain up-to-date records of the cleaning schedules for the building including documentation of all housekeeping work orders associated with the facility.
- Product Use – Use of chemical cleaning products that have earned the Green Seal of approval as having low impact on the environment.
- Chemical Dispensing – Use of chemical dispensing systems in the janitor closets to ensure accurate use of concentrated product and safety for the housekeeping staff.
- Cleaning Management of Projects – Ensure the ongoing cleanliness of critical flooring and all interior surfaces by adhering to its cleaning schedule and incorporating recurring work orders as generated by the work management system. These recurring work orders include such items as periodic cleaning of walk off mats, carpet shampooing, and special event cleaning outside of the normal cleaning schedule. Inspections before and after special events will result in additional cleaning supplementing periodic work schedules. Floors and carpet, and every surface people touch is cleaned and kept free of soil, dust and other contaminants.
- Green Cleaning Training – Ensure housekeepers get a minimum of 8 hours per year training in cleaning practices that ensure their safety, reduce the risk of ergonomic stress on their bodies, and help them realize how their daily cleaning actions ensure a low impact on our environment.
- Cleaning Scope of Work – Utilize a cleaning “scope of work” that accomplishes the above for all surfaces people walk on and touch. These surfaces are kept clean and free of soil, dust, or other contaminants.
- Green Cleaning Equipment and Supplies – Use of supplies, equipment, and disposable products that are designed to reduce the impact on the environment by stressing use of recycled, reused, or earth-friendly products. Where possible, alternative materials that reduce the impact on the earth and atmosphere will be used. The goal of an effective green custodial policy is to “reduce exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particle contaminants, which adversely impact air quality, health, building finishes, building systems, and the environment. This comprehensive green cleaning housekeeping policy seeks to create this overall reduction. This will be part of the standard operating procedure and will be put into effect as soon as the building receives its occupancy permit.

The Custodial Manager and Custodial Supervisor will activate all of the ongoing housekeeping management processes described to the right on the action item list. They will do this by indicating a date in the “date in place” column that indicates that he/she has activated the process and is now responsible for ensuring its ongoing actions and compliance.

***B.1.2 Green Custodial Program***

The purpose of this program is to provide a systematic schedule of policies, processes, procedures, products, and communication to create a “green” cleaning program.

The Hensel Phelps team will have the Building-Specific Green Cleaning Plan in place that comprehensively describes the methods by which the facility is cleaned effectively, while protecting human health and the environment. In addition to typical cleaning concerns, the Green Cleaning Plan will:

- The plan describes procedures for cleaning personnel to communicate with building management and occupants, as well as a system for providing feedback from building management and occupants.
- Develop and implement a floor maintenance plan, consistent with manufacturers’ maintenance recommendations, to extend the life of flooring through routine, periodic, and restorative cleaning operations.
- Determine schedules of routine cleaning operations, activities performed periodically, equipment operation and maintenance, cleaning inspections, and accident preparedness plans. Schedule of cleaning operations detailing the minimum frequency required to clean and maintain the area to a level that adequately protects human health and the environment.

**TECHNICAL PORTION – SECTION B - continued**

The schedule of cleaning operations will be reviewed at a minimum of semi-annually and adjusted as needed in response to any changing needs of the building and its occupants. The cleaning plan will provide a detailed description of green cleaning operations details:

- Cleaning procedure requirements for such special areas as high-traffic areas, administrative spaces, laboratories, public areas and entryways.
- Storage and use of chemicals within the facility, including consideration of proper ventilation, dilution control procedures, adequate security, and proper management of the area.
- Vulnerable populations such as children, asthmatics, and pregnant women.
- Indoor sources of contaminants or pollution, both temporary and permanent.
- Cleaning in areas with special engineering concerns such those with inadequate ventilation, poor lighting, and restricted access.
- Seasonal or periodic conditions and periods of increased or decreased use (e.g., holidays).
- Requirements of the building Integrated Pest Management System.
- Special cleaning requirements or conditions that may affect the frequency of cleaning, or negatively impact human health or the environment.

i. **Powered Equipment Use/Maintenance Plan** - The Hensel Phelps team will use powered custodial equipment that maximizes the effective reduction of building contaminants with minimum environmental impact. A component of this plan will include a quarterly maintenance program that inspects and maintains the performance of custodial equipment, as defined by the equipment vendor and records results in a maintenance log

ii. **Environmentally Preferable Cleaning Products and Supplies** - For the following categories of cleaning products and supplies, the frontline staff will use environmentally preferable products that are green seal certified:

- General purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners
- Floor finishes and floor strippers
- Liquid hand soap
- Toilet tissue and facial tissue
- Paper towels and napkins
- Plastic trash can liners will contain a minimum of 25% post consumer recycled content

iii. **Powered Cleaning Equipment** - All new, powered custodial equipment purchased in this category will meet the criteria listed above. These products include powered floor scrubbers, burnishers, carpet extractors, vacuum cleaners, and power washers, and other powered cleaning equipment. Powered equipment will meet the following specifications:

- Vacuum cleaners will meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and will operate at a sound level of less than 70 dBA.
- Powered floor maintenance equipment will be equipped with controls or other devices for capturing and collecting particulates and will operate at a sound level less than 70 dBA.
- Propane powered floor equipment, if required, will have low emission engines certified by the ISHOF under the Small Off Road Engines or Equipment (SORE) program, and will be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.
- Propane powered equipment, if required, will only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines will be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

**TECHNICAL PORTION – SECTION B - *continued***

**iv. Reducing Chemical Waste / Efficient Use of Chemicals** – The following guidelines will be used for reducing chemical waste and efficient use of chemicals:

- Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.
- Track the quantities of chemicals consumed over time by cleaning operations, on at least a quarterly basis.
- Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrate.
- Train workers in the safe and effective use of all relevant chemical cleaning products.
- Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
- Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
- Prevent other building areas from being adversely affected. Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.

**v. Vacuum Use/Maintenance** - Vacuums will be equipped with the proper filter or bag. The filters will be changed or cleaned consistent with the manufacturer's recommendations. Vacuum bags or canisters will be inspected at least every two (2) hours and changed or replaced when half full or when indicated by a bag sensor if vacuum is so equipped. Precautions will be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

**vi. Entryways** - The following procedure is established with respect to the green cleaning of entryways:

- Keep outside entryways clean and free of debris through daily cleaning.
- Ensure the use of walk-off matting both inside and outside building entryways that, at a minimum, meets the following requirements: 6-10 feet of scraper/wiper matting, followed by 6-10 feet of wiper matting, for an overall total of 12-20 feet of matting for every entry point to the building.
- Vacuum matting daily or more frequently, if required (e.g., high traffic areas) to prevent migration of contaminants into the building.

**vii. Floor Care** - Floor care options covered under the Agreement include those for hard floors (resilient flooring) and carpets. For hard floor maintenance, the Hensel Phelps team will vacuum to remove and contain particulate matter from flooring surfaces, or alternatively, use mops equipped with reusable/cleanable collection heads or equivalent. Hard floors will be cleaned on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance.

At a minimum, the schedule for cleaning will be:

- Daily: Heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Scheduled: As appropriate, to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, basements, and other areas or spaces with limited or periodic use.

For periodic maintenance of hard floors:

- Provide reasonable notice to building management prior to the commencement of non-routine floor cleaning operations. The timing and method of the notice will be established by building management in consultation with

**TECHNICAL PORTION – SECTION B - continued**

the front-line staff.

- Perform periodic maintenance only if sufficient floor finish exists on the floor surface to protect the underlying flooring from being degraded during the restoration process.
- When floor restoration chemicals are used, apply with mop-on or auto scrubber methods rather than spray application.
- Use burnishing or buffing equipment with controls or other devices sufficient for capturing and collecting particulates generated during the use of the equipment.

For restorative maintenance of hard floors:

- Perform restoration on an as-needed basis to maintain the appearance and integrity of the floor finish, rather than on a predetermined schedule.
- Ventilate the area, to the outside if possible, both during and after stripping or floor scrubbing and re-coat operations to ensure adequate ventilation.
- Schedule floor stripping and refinishing to coincide with a period of minimum occupancy.
- Provide reasonable notice to building management prior to the commencement of non-routine floor maintenance operations. The timing and method of the notice shall be established by building management in consultation with the frontline staff.

For carpet maintenance, the Hensel Phelps team will vacuum carpets on a predetermined schedule of frequency, and as needed, to restore them to a clean appearance. At a minimum, the schedule for vacuuming will be:

- Vacuum daily: heavy traffic areas, including entrances, corridors, break areas, congested areas, main passageways, and primary work or office areas.
- Vacuum to maintain cleanliness: light traffic areas including conference rooms, administrative offices, auditoriums, media centers, limited access areas, and other areas or spaces with limited or periodic use.



Periodic light carpet cleaning is necessary to maintain carpeted floors. Restorative deep carpet cleaning operations are appropriate when light carpet cleaning is insufficient to clean carpeted areas in heavy use areas. For periodic and restorative cleaning, the Hensel Phelps team will:

- Provide reasonable notice to building management prior to the commencement of non-routine carpet cleaning operations. The timing and method of the notice will be established with the Property Manager and frontline staff.
- Perform carpet extraction on an as-needed basis rather than according to a regular schedule.
- Remove sufficient water from the carpet and provide sufficient airflow (e.g., use of blowers, increased outdoor air exchange) so that the carpet will dry in less than 12 hours when cleaning carpets or performing carpet extraction.

**TECHNICAL PORTION – SECTION B - continued**

- Schedule carpet extraction to coincide with a period of minimum building occupancy.
- viii. Disinfection** – The following requirements apply for disinfection solutions:
- Perform disinfection in areas or on surfaces where pathogens can collect and breed such as in restrooms or on door handles, bathroom faucets, and other areas. Use disinfectants only where required.
  - Perform disinfection using only EPA-registered disinfectants or EPA-registered disinfection devices. When using chemical disinfectants or cleaner/disinfectants, follow product label directions for preparation of disinfecting solutions (e.g., dilution rate), and the appropriate disinfecting and cleaning method for the area to be cleaned (e.g., dwell time and whether pre-cleaning is required).
- ix. Restroom Care** – The following requirements apply for restroom care:
- Perform restroom cleaning from high to low, toward the doorway, with dry cleaning tasks performed prior to wet cleaning operations.
  - Daily clean and disinfect surfaces touched by hands (e.g., doorknobs, light switches, handles, etc.); clean and disinfect more frequently as traffic requires.
  - Control and remove standing moisture from floor and bathroom surfaces in a timely manner.
  - Use restroom cleaning equipment specifically for restroom cleaning only.
  - Restroom cleaning equipment, excepting powered equipment, will not be used to clean any other areas of the building.
  - Pull bathroom trash liners daily at a minimum and disinfect the trash receptacle.
  - Fill all drain traps on a regular basis to prevent odor.
- x. Dining Areas and Break Room** – The cleaning of dining areas and break rooms will include the following:
- Clean and sanitize surfaces in food preparation and consumption areas on a daily basis or as required to protect human health.
  - Daily clean and sanitize surfaces that hands touch (e.g., faucet handles, drinking fountains, cafeteria lines). Equip waste containers likely to collect food waste with a cover, and empty once per day or when full; clean and sanitize daily.
- xi. Trash Collection and Recycling** – Waste containers in food areas are addressed above. Trash collection criteria for other areas include the following:
- Remove trash and replace liners only when they are soiled from wet trash, become broken, or as required; remove and dispose of trash before weekends and holidays.
  - Dispose of trash in external, covered containers away from the immediate exterior of the building.

In situations where building management has implemented a recycling program the frontline staff will play a supporting role by conducting the following activities:

- Mark recycling stations clearly; stations will be accessible to building occupants.
- Collect and remove from the building food-related recyclables (e.g., soda cans) prior to weekends and holidays.
- Inspect and clean recycling areas daily, including collection containers.
- Recycled materials must be placed in designated recycle collection bins in the maintenance yard and near the cooling tower for the main campus.
- Universal waste such as batteries and lamps are stored in the Universal bins within the campus maintenance yards.

**TECHNICAL PORTION – SECTION B - *continued***

- Redeemable cans and bottles are also stored in designated bins at the maintenance compound.
- Non-redeemable glass is stored at the maintenance compound in a separate bin.

**xii. Indoor Plants** – Maintenance of indoor plants will include the following:

- Collect and dispose of plant debris, such as fallen leaves and flower petals.
- Ensure that plants are not in direct contact with carpet.
- Move plants away from HVAC vents.

***B.1.2.i Communication***

To ensure the success of the Building Specific Cleaning Plan, the Hensel Phelps team will have a communications strategy with regard to cleaning personnel, building occupants and the Property Manager. The communications plan will be developed in conjunction with appropriate faculty, staff, and building occupants.

The Building Specific Cleaning Plan will provide employees with proper initial, on-site, or site-specific and annual in-service training. Training will be done in a manner that respects any unique needs of the employee, such as limited English proficiency, physical challenges, or learning disabilities. Hensel Phelps will ensure that a system is in place for cleaning service employees to provide comments and suggestions about workplace issues and suggestions for improvements in the provision of services. The plan will also:

- Communicate to Hensel Phelps the presence of pests and any maintenance issues discovered while performing cleaning operations. These items will be input into the work order management system.
- Provide information that defines opportunities for building occupants to reduce the need for more intensive cleaning processes or treatments (e.g., reporting spills and making attempts to reduce clutter in personal spaces).
- Provide notification to ISHOF management of the type of cleaning products used in the building. This will include a list of all chemicals that may be used. The notification shall also provide the name, address, and phone number of the contact person; a statement that the contact person maintains the product labels and Material Safety Data Sheets (MSDSs) of each product used in the building; and information that the label or MSDSs are available for review upon request. The contact person will be available for information and comment.
- Identify building occupants with special needs or sensitivities (to dust, chemicals, noise levels, etc.) and have a process in place to work with management, cleaning staff, and individuals to mitigate the problem.

***B.1.2.j Staff Training and Development***

All cleaning personnel will be trained in the proper handling of chemicals, proper use and maintenance of capital equipment, and proper cleaning procedures. Upon hiring, all cleaning personnel are required to undergo initial training on standard operating procedures, the proper sequencing of cleaning steps, and the proper use of personal protective equipment. This training may occur before personnel are assigned to a facility or it may be conducted at the site, before beginning independent work. As part of initial training, all personnel are to be given standard safety training including focusing on reducing and preventing ergonomic injuries and exposure to hazardous materials encountered by personnel.

Site-specific training such as providing specific job-site training focusing on standards for areas of the facility to which they will be assigned. Site-specific training will cover all employees who will receive continuing training and/or education on an annual basis to maintain knowledge of correct procedures for safety, tools, techniques, and pertinent environmental standards. For new hires, at least 12 hours of this training must be provided upon initial employment, followed by 24 hours of in-service training, continuing education, and/or professional development opportunities on an annual basis.

**TECHNICAL PORTION – SECTION B - continued**

Records of training will be maintained on each employee for all training. The documentation will include topics of what was included in the training, including a general outline of information covered, the name and qualifications of the trainer, and the date(s) and duration of the training or courses. For current employees, records will be retained for two years from their hiring date; records will be retained for one year for former employees.

**i. Green Cleaning Training** - The Hensel Phelps team has a detailed safety and environmental program that will incorporate, govern, and support the housekeeping program. Safety and environmental meetings with maintenance and cleaning staff are held every Wednesday morning. Different safety and environmental topics are covered. Employees sign attendance sheets relating to the topic of each meeting. These records are kept in the Operations Manager's office. The Hensel Phelps team has comprehensive safety and environmental procedures in its overall safety manual and detailed specific safety and environmental procedures supplementing this manual.

**ii. Safety** - When a new custodial employee is hired, they begin extensive training and continue that process for as long as that person is with Hensel Phelps and its industry partners. The training program includes industry best practices. The safety program begins with employee orientation and continues through weekly training topics. All training will be documented, and a sign-in sheet will document weekly safety meetings. During transition, the Hensel Phelps team will review potential site-specific safety issues and incorporate them into the safety program. Listed below are examples of training safety topics:

- General Safety Procedures – Fire Protection, Ladders and Scaffolds, Automatic Lifts, Fall Protection, Noise, Electrical Safety Awareness, Material Handling and Forklifts, and Compressed Gases.
- Vehicles and Equipment – Power Equipment and Tool Utilization, Floor Care Machines, and Low and High Pressure Spraying.
- Housekeeping and Material Handling Safety Standards – Handling Chemicals, Procedures for Preventing Accidental Contact with Blood, Bloodborne Pathogens, Bodily Fluids, and Needle sticks, Trash Pick-Up, Wet Floor Signs and Mats, Back lifting program and Changing Lights.
- Ergonomics – Ergonomic injuries and incidents, ergonomic stressors, and ergonomic controls.
- Hazardous Communications Program – Responsibilities, material data safety sheets, and training.

**iii. LEED-NC and EB O&M Based Green Cleaning Training Topics** – Hensel Phelps employees involved with the Housekeeping Program will receive information and training relating to the LEED NC and EB O&M Based Green Training Manuals. Green practices from APPA and IFMA will also be used to provide training. Employees will be made familiar with these policy and procedure manuals. Training will increase awareness of how the actions of the housekeeping staff affect the environment – the training will cover such areas as:

- Impact of Chemicals on Water – why we use green chemicals so we don't impact waste water or ground water around the buildings.
- Impact of Chemicals in the Air – why we use dispensers to protect the housekeeper and building occupants from potential odors, smells, and airborne contaminants that affect Indoor Air Quality (IAQ).
- Impact of the Consumable Products – why we try to use soap, paper, and plastic products that either themselves were made from recycled materials or will be disposed of in a way that allows them to be recycled. This ties into the recycling policy as well.
- Impact of Equipment – why we use the machines that use little or no chemicals and why we use the microfiber mops and the backpack vacuum cleaners due to their low ergonomic impact on the housekeeper and their high efficiency for cleaning.

**TECHNICAL PORTION – SECTION B - continued**

**Impact of Walk off Mats** – why we use these as our first defense for the cleanliness of the building because they allow every person entering the building to deposit the dirt on their shoes before they enter the building. How this sustains the life of carpet and floor finish and therefore reduces the overall impact by reducing the need for additional cleaning that uses more energy and impacts the environment.

**iv. Sustainable Maintenance of Buildings** - The training program will include training of the employees so that they learn the following:

- Make the employees aware of the work that the maintenance people do to ensure that the building systems and the electrical and mechanical systems function in a way that reduces the impact on the environment.
- Explain the five (5) basic areas of LEED so the housekeepers can appreciate the breadth of lowered impact that a certified building has on the following planet resources:
  - Soil and land/Sustainable Sites – how a building impacts the natural earth and vegetation and reducing this impact.
  - Water/Water Efficiency – how a building's use of potable water for people and irrigation impacts the availability of 2% of the earth's most precious resource (clean water) and how a properly designed and operated building's plumbing and irrigation systems can reduce the impact.
  - Earth and Atmosphere – how the building's energy using features reduce the use of fossil fuels that pollute the air and affect the climate.
  - Material Resources – how use of supplies, equipment, chemicals, and every product purchased and used in the building affects the overall impact on our planet's limited resources.
  - Indoor Environmental Quality – how the overall design and use of the inside of the building creates a pleasant, healthy place for humans to work in. This specifically is why the green cleaning policy exists and this needs to be pointed out to the housekeepers.
- The Custodial Manager will ensure that these topics are scheduled in the training program.

**B.1.2.k Chemical Inventory**

The Custodial Manager will keep a working inventory of the products for daily, weekly, and project cleaning tasks (projects are done monthly, or less frequently).

**Labels** - The Custodial Manager will ensure that all chemicals are properly stored and maintained with labels intact in accordance with EPA and OSHA regulations regarding the safe handling of such materials.

**Material Safety Data Sheets** - Material Data Safety Sheets for these products are printed and posted in a binder and maintained in the custodial closets. Housekeepers will have ready access to this information on a daily basis.

**B.1.2.l Chemical Dispensers**

The following requirements apply:

- All products used will be the concentrated version of the product so that they may be used in a dispenser system.
- Dispensers will be located in janitor closets where products are stored and used.
- Dispensers work to safely mix the product with water to the specified dilution rate shown on the product label. This dispensing system protects the housekeeper from any harmful VOC or other odor that may be present in these chemicals in their undiluted form and protects building occupants from any indoor air quality issues that would arise from the housekeeper mixing the product by hand and using too much product (more than the label specifies).

**TECHNICAL PORTION – SECTION B - *continued***

***B.1.2.m Infrequent Cleaning***

To ensure that all carpet and hard surface flooring, furniture, and other public fixtures that do not get cleaned daily or weekly are cleaned as appropriate, the Custodial Manager will have recurring custodial work orders for those items requiring monthly, quarterly, semi-annual and annual cleaning. All recurring work orders for cleaning at various time frequencies will be closed out when the work is complete.

**B1.3. SECURITY SERVICES APPROACH**

The Hensel Phelps team is committed to providing a safe workplace, both internally with the building and for the campus in its entirety.

The Hensel Phelps team has assessed the security needs of the Property. This Security approach will ensure safety and security levels are sufficient at all times to maintain ISHOF needs. The Security team will staff areas to include, but not be limited to Security Operations Center, Lobby Desk, grounds and parking lot patrols, loading dock, and ISHOF public meetings and special events.

The Hensel Phelps team will work in conjunction with the ISHOF Health and Safety Unit and be responsible for managing crises (e.g., life safety issues, natural disasters, threats, and any other situation with the program). The team will notify ISHOF of all incidents occurring in or around the Property. The Security Team will coordinate with Health and Safety Officer and notify ISHOF immediately upon all 911 calls to alert ISHOF of the incident or situation. All situations are handled expeditiously.

The Security team will work in conjunction with ISHOF Health and Safety Unit to perform investigations, report all incidents timely, and provide incident reports to ISHOF Health and Safety Unit.

**B.1.4 MANAGEMENT SERVICES APPROACH**

The management of the ISHOF account will be led by Hensel Phelps Property Manager and their Office resources. Day-to-day management will be conducted by the Property Manager, the Planner/Scheduler, and the Facility Associate. Their core leadership team is responsible for all aspects of the work that do not occur directly within the facility, such as the scope identified in the areas previously discussed under Technical Engineering; Cleaning; and Security. The areas of Budgeting and Accounting, Business Continuity Management, Space Allocation and Change, and Budgeting / Reporting are all under the direction of the Management Component of the Hensel Phelps approach.

Effective management is based upon communication, establishing measurable expectations, and then communicating them. Communications within the team, between stakeholders and with personnel are addressed in this section.

***B.1.4.a Budgeting and Accounting***

**Operating Budget Forecasting** - The Management team will prepare and submit the following to ISHOF for ISHOF's approval on a mutually agreed upon date:

- 1) The operating budget will include expenditures forecasted for future years such as budgeting for the maintenance and repair of equipment, and its eventual (inevitable) replacement. Every piece of mechanical equipment has an expected life span that varies by type and service load; that life span should be tracked, whether it is five, ten, or 20 years. If a compressor has a service life of 20 years, funds should be allocated annually starting in year one to a capital replacement account in order to avoid trying to fund the

**TECHNICAL PORTION – SECTION B - continued**

replacement in the last useful years of service. Accurate budgeting can help avoid major disruptions and the sometimes-exorbitant costs of having to replace something unexpectedly.

- 2) The Operating Budget will be consistent with the cost proposal. For each subsequent year of operations, an operating budget and forecasting will be submitted for approval to ISHOF on or before February 1 of each year.

**Performance Within Budget** – The Management team will review and manage the performance of the contract against the budget.

***B.1.4.b Business Continuity Management***

Hensel Phelps will work with ISHOF on Business Continuity Management (BCM) to establish a Business Continuity Plan (BCP) consistent with the goals and objectives of ISHOF. 2020 was the year of the COVID-19 pandemic, when everyone and every business was impacted. From the health and safety perspective, Hensel Phelps provided deep cleaning solutions and technology-based cleaning to ensure that workspaces were disinfected and available for use by client personnel. Upon notification of any COVID concerns, Hensel Phelps personnel were dispatched to address the space and ensure its availability for continued use.

Hensel Phelps is a leader in the facilities industry, which provides them access to product and resources from the local supplier all the way back to the manufacturer. Throughout this supply-chain, Hensel Phelps can ensure business continuity for their clients.

***B.1.4.c Space Allocation and Changes***

The Hensel Phelps team will provide support service to address space allocation and changes. Space allocation is the practice of assigning space to departments on the basis of either functional need or rank. While significant planning and efforts have been made for the initial allocation and assignment of space, it is anticipated that reallocation and changes will occur. Hensel Phelps will support the analysis associated with space planning and move management. Hensel Phelps will provide support to ISHOF and their IT Department, for the coordination and support of internal relocations and moves. When reconfiguration of space(s) is required, such as converting a conference room into offices or cubicle, or any reuse or repurposing, Hensel Phelps has the building knowledge and ability to support, plan and complete these changes.

***B.1.4.d Customer Satisfaction Methods***

Hensel Phelps believes customer satisfaction to be their greatest measure of success at each and every account. Hensel Phelps' customer relationships are founded on accessibility and transparency, and they believe that fluid communication is the key to maintaining alignment on all goals. Hensel Phelps will partner with ISHOF in maintaining their deliverable schedules and adhering to a predetermined review processes and will gladly implement the following customer satisfaction methods to ensure alignment on ISHOF goals and expectations.

***B.1.4.e. Integrated Technology Approach***

Hensel Phelps integrated technology approach allows them to optimize the occupant/customer survey and satisfaction systems. Any surveys sent to work order requests will be incorporated into Hensel Phelps customer satisfaction methods and overall performance measurement. Hensel Phelps will deploy additional customer satisfaction methods to ensure a comprehensive view of building end-users and individuals impacted by our services.

***B.1.4.f General Communication Practice***

Hensel Phelps communicates with their on- and off-site staff via cell phone, two-way radio, information that is posted throughout break rooms, offices, and maintenance closets, and through in-person meeting/trainings. Hensel Phelps is agile when addressing challenges and new requirements. Staff is provided with cell phone and/or two-way radio as appropriate for their roles.

**TECHNICAL PORTION – SECTION B - *continued***

To ensure the success of the Hensel Phelps program, it must be communicated to all stakeholders: leadership, site management teams, employees, and clients. Hensel Phelps communicates the reasons and benefits of the program to their employees directly during their initial training sessions and consistently during their employment with Hensel Phelps.

Program information is posted throughout break rooms, offices and maintenance closets to remind employees Hensel Phelps commitment to the ISHOF project. Employees and clients are encouraged to provide feedback to the Hensel Phelps leadership team regarding performance, compliance, and opportunities for improvement.

Hensel Phelps will designate a service call number for ISHOF to access the on-site staff on duty 24 hours a day, 7 days a week for service requests and emergency response. Hensel Phelps will also maintain an e-mail account during the term of agreement through which ISHOF and Hensel Phelps may communicate electronically.

***B.1.4.g Customer Complaint Resolution***

Complaint management is a critical component to customer satisfaction. Supervision and management are expected to respond to any complaint immediately, ensure that the work is done correctly, and consistently check in with your team to make sure that any deficiencies in service are not repeated.

The complaint resolution process is comprised of the following steps:

1. Encourage your community members to share concerns
2. When service issues arise, apologize, and take information at initial contact
3. Gather the facts
4. Document the service issue
5. Formulate a solution
6. Document corrective action
7. Retrain line staff on the corrective measures
8. Follow up with community member who filed initial complaint

Hensel Phelps prides itself on best-in-class performance and their current clients will attest to the level of service excellence. However, service issues do arise in any operation. If a complaint does come to our attention, Hensel Phelps personnel will respond immediately. After corrective action is taken, Hensel Phelps supervision actively checks in with the client who filed the complaint to make sure service levels are exceeding expectations. When a satisfactory resolution has been implemented, internal review meetings take place to make sure that what we learn is shared and mistakes are not repeated.

***B.1.4.h Customer Satisfaction Survey***

When driving a best-in-class program, it is critical that Hensel Phelps ensure performance through tight management and measurement. Hensel Phelps believes that you cannot improve what you cannot measure. Therefore, Hensel Phelps employs quality assurance measures to all service lines, including client surveys and customer feedback. Soliciting feedback from clients and using that information as the basis for instituting continuous improvement is of paramount importance. On a bi-annual basis, a customer satisfaction survey is submitted to the client stakeholders, with client authorization.

In addition to employing customer satisfaction surveys as a means of monitoring on-site staff, Hensel Phelps will perform regular Quality Control checks behind the technicians to guarantee consistent five-star service by all Hensel Phelps employees. Hensel Phelps data management program, which collects, compiles, and analyzes data from the **Corrigo** system as well as technology partner SmartInspect™, will additionally provide performance measurement and benchmarking to be regularly reviewed with ISHOF.

**TECHNICAL PORTION – SECTION B - *continued***

**B.2 ADMINISTRATIVE AND OPERATIONAL MANAGEMENT**

**B.2.1 Project Budget**

**Operating Budget Forecasting** - Upon execution and delivery of the Agreement, ISHOF and Hensel Phelps will prepare and submit the following to ISHOF for ISHOF's approval on a mutually agreed upon date:

- The operating budget will include expenditures forecasted for future years such as budgeting for the maintenance and repair of equipment, and its eventual (inevitable) replacement. Every piece of mechanical equipment has an expected life span that varies by type and service load; that life span should be tracked, whether it is five, ten, or 20 years. If a compressor has a service life of 20 years, funds should be allocated annually starting in year one to a capital replacement account in order to avoid trying to fund the replacement in the last useful years of service. Accurate budgeting can help avoid major disruptions and the sometimes exorbitant costs of having to replace something unexpectedly.
- The Operating Budget will be consistent with total budget provided in Exhibit B - Attachment 1 Contractor's Cost Sheet. For each subsequent year of operations, an operating budget and forecast will be submitted for review and approval to ISHOF on or before August 1 of each calendar year.

**Performance Within Budget** - Hensel Phelps will diligently employ all reasonable efforts to ensure that the actual costs of maintaining and operating the Property will not exceed the total costs provided in Exhibit B, Attachment 1 Contractor's Cost Sheet.

**B.2.2 Books & Records**

Hensel Phelps will maintain proper, adequate, and separate books and records for the Property, setting forth a true, accurate, and complete account of all business transactions with respect to the ownership and operation of the Property, such as:

- Sufficient supporting documentation to ensure that all entries in the books and records are accurate and complete and, in a manner, consistent with the obligations of Hensel Phelps;
- Books and records will be maintained by Hensel Phelps and will be available online, with onsite access at Hensel Phelps' address at 1 Hall of Fame Drive, Fort Lauderdale, Florida 33316 and their Corporate Headquarters at 420 Sixth Avenue, Greeley, Colorado 80632;
- Documents will be maintained for a period of five (5) years after the creation of such books and records except in the event of an audit, litigation, or other proceeding involving such books and records which is not complete within said five (5) year period;
- In which case, the books and records will be maintained until conclusion of the proceeding, or for such other period as ISHOF will agree;
- Notwithstanding anything to the contrary contained in this Agreement, repair records made in connection with any construction, equipment, or other Property warranty issues, will be maintained for a period of ten (10) years after the installation and/or construction of the item to which the applicable warranty pertains;
- ISHOF and its representatives will have the right of access to audit and inspect all books and records maintained by Hensel Phelps with respect to Property;
- All audits pursuant to this Agreement will be at ISHOF's cost, will be conducted during normal business hours;
- Will be conducted at Hensel Phelps' office where such books and records are located;
- Hensel Phelps will cooperate with ISHOF's auditors and accountants in any inspection and audit of the books and records and the preparation of financial statements and tax returns.

**B.2.3 Accounting**

Hensel Phelps will perform those accounting and financial reporting services regarding the Property, which are normally provided with respect to comparable high-quality mixed-use building developments in Southern Florida.

**TECHNICAL PORTION – SECTION B - *continued***

**Itemized Statements** - An itemized statement of expenses will be provided to ISHOF on the first day of each month. The Itemized statement of expenses will include the current month and a year-to-date expenditure total. All expenditure statements will be prepared in accordance with generally accepted accounting principles, consistently applied and in a form that is legible and reasonably satisfactory to ISHOF. The statements will include:

- A comparison of monthly and year-to-date actual expenses.
- An analysis of any significant variances between budgeted and actual amounts incurred or expended,
- A schedule of accounts payable and accrued expenses,
- A schedule of any capital expenditures for the period
- An inspection report of the Property,
- ISHOF will provide courtesy copies of utility bills each month to Hensel Phelps. Hensel Phelps is responsible for providing to ISHOF a schedule of utilities consumption and demand with analysis each quarter.

**B.2.4 Copies of Books & Records**

Hensel Phelps will maintain and provide to ISHOF upon request copies of the books and records maintained by Hensel Phelps for the Property, including, but not limited to:

- All bank statements, bank deposit slips and bank reconciliations;
- Detailed cash receipts and disbursement records;
- Paid invoices;
- Summaries of adjusting journal entries;
- Supporting documentation for payroll, payroll taxes, and employees benefits; and
- Vouchers, statements, and records from all independent contractors engaged by the Hensel Phelps.

**B.2.5. Employee Rates and Benefits**

The Hensel Phelps team will pay all persons performing applicable services under this contract, including those for custodial, housekeeping, custodian, food service, security guard, laundry, or window cleaning services a minimum wage and benefit rate in accordance with applicable law.

- Hensel Phelps will comply with all federal, State, and Local Minimum Wage Requirements and Ordinances.
- "Wages" means hourly payments paid to a covered employee for work performed by such employee.
- "Benefits" will include health, dental, retirement, and vision benefits; and holiday, sick, and vacation pay.
- Prior to contract execution of the contract, employers choosing to offer Employee Benefits will provide the names of insurance providers and terms of the coverage.
- "Covered Employee" means a person who performs any of the services as more than an incidental part of their duties under this Agreement. This excludes a person who performs solely supervisory or administrative services under this Agreement, or an owner / operator.
- Reports - In order to receive any payment under this Agreement, the Contractor will provide, along with their monthly invoice, a monthly report that will include the following items:
  - The number of Covered Employees who received Wages and Employee benefits and/or In Lieu Cash Payments in the preceding month;
  - The name of each Covered Employee who received Wages and Employee benefits and/or In Lieu Cash Payments in the preceding month;
  - The number of hours each Covered Employee worked on this Agreement in the preceding month;
  - The amount paid to each Covered Employee for Wages and Employee benefits and/or In Lieu Cash Payments in the preceding month;
  - The total monthly cost Wages and Employee Benefits or In Lieu Cash Payments in the preceding month, excluding any administrative or indirect cost.

**TECHNICAL PORTION – SECTION B - *continued***

- Rates and wages in effect at the time of the bid due date will remain in effect for the first year of the contract term, at a minimum. At the end of the first year of the contract term, and each subsequent year thereafter, any intervening and/or rate changes will be given effect by contract amendment. If the contract term is less than one year, the rates and wages in effect at the time of the bid due date will apply for the entire contract term.

**TECHNICAL PORTION – SECTION C**

**C.1.1 TECHNICAL ENGINEERING SERVICES WORK PLAN**

To establish the appropriate staffing and skillsets, Hensel Phelps has analyzed the construction documents and identified a total of 1,360 mechanical maintainable assets that have a total of 5,318 scheduled activities (monthly, quarterly, semi-annual and annual, as applicable). This effort, plus the electrical activities, equates to 9,934 person-hours of actual preventative maintenance time, excluding specialized third-party effort.

**C.1.2 CUSTODIAL SERVICES WORK PLAN**

**C.1.2.a Building Areas**

<b>Restrooms</b>	<ul style="list-style-type: none"> <li>• Restock all paper and soap twice daily or more frequently as needed</li> <li>• Clean urinals, toilets, sinks twice daily or more frequently as needed</li> <li>• Clean mirrors daily</li> <li>• Clean stall dividers weekly</li> <li>• Wet mop floor with microfiber mop daily</li> <li>• Sanitize the floor once a week or more frequently as needed</li> </ul>
<b>Conference Rooms</b>	<ul style="list-style-type: none"> <li>• Spot vacuum floors daily</li> <li>• Remove trash and recycled materials daily</li> <li>• Spot clean chairs, tables and desktops daily</li> <li>• Sanitize telephone receivers weekly</li> <li>• Full vacuum floors weekly</li> <li>• Low and high dust weekly</li> </ul>
<b>Offices</b>	<ul style="list-style-type: none"> <li>• Spot vacuum floors daily</li> <li>• Remove trash and recycled materials daily</li> <li>• Spot clean chairs, tables, and desk tops (open area only) daily</li> <li>• Sanitize telephone receivers weekly</li> <li>• Sanitize computer keyboard and mouse weekly</li> <li>• Full vacuum floors weekly</li> <li>• Low and high dust weekly</li> </ul>
<b>Lobby Areas</b>	<ul style="list-style-type: none"> <li>• Spot clean floor daily</li> <li>• Dust mop floor daily</li> <li>• Low dust all surfaces daily</li> <li>• Spot clean all touchable surfaces daily as needed</li> <li>• Spot vacuum area rugs or small carpet areas daily</li> <li>• High dust weekly</li> <li>• Clean windows and doors with glass cleaner weekly (or as needed)</li> <li>• Spot clean furniture as needed</li> </ul>
<b>Seating Areas</b>	<ul style="list-style-type: none"> <li>• Spot clean carpet areas</li> <li>• Police seating areas for trash</li> <li>• Remove fingerprints from touchable areas</li> <li>• Vacuum areas under seating</li> <li>• Clean door handles and knobs</li> </ul>

**TECHNICAL PORTION – SECTION C – continued**

<b>Entrance Areas and Vestibules</b>	<ul style="list-style-type: none"> <li>• Clean door handles daily (spot clean)</li> <li>• Clean glass as needed</li> <li>• Spot vacuum the walk off mats daily (remove major dirt accumulation)</li> <li>• Pull vacuum walk off mats weekly (or as needed during winter or after rain-storms)</li> </ul>
<b>Corridors</b>	<ul style="list-style-type: none"> <li>• Daily spot clean and vacuum carpet</li> <li>• Remove recycled materials from collection zones to the loading dock sorting area</li> <li>• Weekly perform a light extraction</li> </ul>
<b>Dining Areas</b>	<ul style="list-style-type: none"> <li>• Custodial staff will full vacuum floor daily and will clean all tables and chairs as needed.</li> </ul>
<b>Other Areas Not Specified Above</b>	<ul style="list-style-type: none"> <li>• All floors will be addressed at least monthly with either dry mopping or with wet mopping as needed (hard surface) or a full vacuum if carpeted.</li> <li>• All cleanable surfaces above the floor will be dusted with a microfiber pad and cleaned as needed with All Purpose Cleaner</li> </ul>

**C.1.2.b Custodial Projects**

- **Carpet** – as needed and will be scheduled for a full extraction semi-annually
- **Hard surface floor** – as needed will be burnished quarterly and refinished annually unless wear indicates more frequency is needed
- **Lights** – clean quarterly as needed (dust and clean the lens and lamp)
- **Vents** – clean quarterly – remove dirt and dust in vent spaces with microfiber pad
- **Hand-rails** – clean weekly
- **Stairways** – clean monthly by wet mopping floors
- **Elevators** – clean cab and entry space monthly
- **Upholstered Furniture** – shampoo semi-annually or as needed
- **Metal surfaces** – shine and finish quarterly or as needed (the lobby surfaces will need to be done more frequently due to high guest traffic)
- **Mechanical, electrical, and other utility spaces** – these closet like areas tend to be “out of sight, out of mind” –maintenance workers will clean behind themselves whenever they work in these spaces. Housekeeping will dry mop the floors and dust as needed yearly.

**C.1.2.c Event Support**

The Hensel Phelps team will provide setup and event support during any conferences, visits or special events. The custodial staff will also have staff available for cleaning, trash pickup and any other services needed to support the event. The day porters will be available during normal operating hours. If the event goes past normal operating hours, or the event needs support of more staff, Hensel Phelps will provide additional staffing through the use of custodial staff.

**C.1.2.d Personnel / Experience**

The Hensel Phelps team has prepared the following job titles and role descriptions for your consideration:

**Custodial Manager** - The Custodial Manager is responsible for the successful performance delivery of all custodial services provided at the ISHOF site. Primary work activities include maintaining the master recurring custodial duty schedule by building for custodial employees, responding to and assigning custodial related work orders to supervisory and lead personnel, conducting proactive inspections on the campus and resolving custodial related issues at the ISHOF site. Specific Responsibilities Include:

**TECHNICAL PORTION – SECTION C – *continued***

- The management and oversight of custodial employees working on the ISHOF site.
- The establishment of an appropriate training program for the custodial employees making periodic assessments of on-site capabilities.
- The effective coordination of administrative support functions including human resources, payroll, procurement, and accounts payable with Hensel Phelps' administrative office.
- The effective management and security of custodial equipment and supplies used at the ISHOF site.
- The effective management of safety and environmental programs impacting the facilities and the facility organization especially as it relates to the custodial program.
- The effective reporting and alignment with ISHOF to ensure customer satisfaction and performance toward key result indicators.

**Custodial Operations Supervisor** - The Custodial Operations Supervisor is responsible for the successful performance delivery of all custodial services provided to ISHOF during the evening shift. Primary work activities include maintaining the master recurring custodial duty schedule by building for custodial employees, responding to and assigning custodial related work orders to supervisory and lead personnel, conducting proactive inspections on the campus and resolving custodial related issues at the Property.

- The management and oversight of custodial employees working on the ISHOF site during the evening shift.
- The establishment of an appropriate training program for the custodial employees making periodic assessments of on-site capabilities.
- The effective coordination of administrative support functions including human resources, payroll, procurement, and accounts payable with the Custodial Manager.
- The effective management of and security of custodial equipment and supplies used at the ISHOF site.
- The effective management of safety and environmental programs impacting the facilities and the facility organization especially as it relates to the custodial program.
- Conducting proactive inspections to ensure customer satisfaction and performance toward key result indicators.

**Custodian I** - Under the general supervision of a Custodial Manager or Supervisor, this entry level position provides cleaning services. This position receives training from other higher level Custodians, the Custodial Supervisor, and/or Custodial Manager. Custodians may be used as necessary to support special events. Specific responsibilities for this position include:

- Clean and sanitize restrooms/bathrooms using established practices and procedure.
- Clean, dust, and wipe furniture; sweep, mop, or vacuum floors; empty/clean wastebaskets and trash containers; empty and clean ash trays and cigarette urns; replace light bulbs; refill restroom dispensers.
- Assist with the setup of facilities for meetings, classrooms, conferences, events, etc.
- Strip, clean, buff and apply floor sealer and floor finish to hard surface floors, vacuum and shampoo carpets.
- Use and maintain assigned power equipment and hand tools; buffers, auto scrubbers, extractors, high pressure washers, high speed buffers and vacuums, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc.
- Wash walls and equipment; use ladders when required in work assignments.
- If required, lock and unlock assigned buildings: secure building when facilities are not in use checking for unlocked doors and windows, report any unauthorized occupants, turn off lights.
- Follow instructions regarding the use of chemicals and supplies. Use as directed.
- Perform cleaning and related activities such as removing snow or debris from sidewalks and stairs in areas within sixteen feet of buildings using hand-operated tools or small power equipment.
- Move furniture, equipment, supplies and tools on an incidental basis.
- Wash accessible interior and exterior windows.
- Clean blinds.

**TECHNICAL PORTION – SECTION C – *continued***

- Launder cleaning rags and dust mops.

**Custodian II** - Under the general supervision of an Custodial Manager or Supervisor, this position provides high competency cleaning services. This position provides training to lower-level Custodians. Custodians may be used as necessary to support special events. Specific responsibilities for this position include:

- Clean and sanitize restrooms/bathrooms using established practices and procedure.
- Clean, dust, and wipe furniture; sweep, mop, or vacuum floors; empty/clean wastebaskets and trash containers; empty and clean ash trays and cigarette urns; replace light bulbs; refill restroom dispensers.
- Assist with the setup of facilities for meetings, classrooms, conferences, events, etc.
- Strip, clean, buff and apply floor sealer and floor finish to hard surface floors, vacuum and shampoo carpets.
- Use and maintain assigned power equipment and hand tools; buffers, auto scrubbers, extractors, high pressure washers, high speed buffers and vacuums, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc.
- Wash walls and equipment; use ladders when required in work assignments.
- If required, lock and unlock assigned buildings: secure building when facilities are not in use checking for unlocked doors and windows, report any unauthorized occupants, turn off lights.
- Follow instructions regarding the use of chemicals and supplies. Use as directed.
- Perform cleaning and related activities such as removing snow or debris from sidewalks and stairs in areas within sixteen feet of buildings using hand-operated tools or small power equipment.
- Move furniture, equipment, supplies and tools on an incidental basis.
- Wash accessible interior and exterior windows.
- Clean blinds.
- Launder cleaning rags and dust mops.

**Floor Cleaner** - Under the general supervision of a Custodial Manager or Supervisor, this position provides specific floor cleaning services.

Specific responsibilities for this position include:

- Clean/Sanitize floors, including restrooms, kitchens, carpets and other applicable areas.
- Shampoo/Wash all carpets and rugs.
- Polish various flooring surfaces.
- Spot clean flooring areas.
- Use a riding scrubber to clean all test cell open areas as needed.

**Day Porter** - Under the general supervision of a Custodial Manager or Supervisor, this position provides high competency cleaning services. Cleaning services are provided during business hours and on call services are provided for building occupants. Day porters will also aid with special events. Specific responsibilities for this position include:

- Clean and sanitize restrooms/bathrooms using established practices and procedure.
- Respond to work orders or calls for service from building occupants.
- Clean kitchens, copier rooms, and conference rooms as required.
- Participate with event set-ups.
- Clean, dust, and wipe furniture; sweep, mop, or vacuum floors; empty/clean wastebaskets and trash containers; empty and clean ash trays and cigarette urns; replace light bulbs; refill restroom dispensers.
- Assist with the setup of facilities for meetings, classrooms, conferences, events, etc.
- Strip, clean, buff and apply floor sealer and floor finish to hard surface floors, vacuum and shampoo carpets.

**TECHNICAL PORTION – SECTION C – *continued***

- Use and maintain assigned power equipment and hand tools; buffers, auto scrubbers, extractors, high pressure washers, high speed buffers and vacuums, brooms, mops, and squeegees for the cleaning and general maintenance of floors, walls, carpets, furniture, etc.
- Wash walls and equipment; use ladders when required in work assignments.
- If required, lock and unlock assigned buildings: secure building when facilities are not in use checking for unlocked doors and windows, report any unauthorized occupants, turn off lights.
- Follow instructions regarding the use of chemicals and supplies. Use as directed.
- Perform cleaning and related activities such as removing snow or debris from sidewalks and stairs in areas within sixteen feet of buildings using hand-operated tools or small power equipment.
- Move furniture, equipment, supplies and tools on an incidental basis.
- Wash accessible interior and exterior windows.
- Clean blinds.
- Launder cleaning rags and dust mops.

**C.1.3 SECURITY SERVICES WORK PLAN**

***C.1.3.a Security Management***

Officers and clients receive direct management support regularly, and there are continuous opportunities for reciprocal communication to ensure contract compliance and customer satisfaction. For every management check, there is a corresponding quality assurance balance.

***C.1.3.b Security Management Checks***

Several Management Site Visits Every Month - Every site served by Security Management is visited several times per month by a security management team member, according to a management plan custom-designed for the site. Visiting managers any given month could include:

- The Site Supervisor or Site Manager
- The Operations Manager
- The Regional Director or Regional Manager
- The Sr. Vice President of Operations
- The Director of Quality Assurance
- The Corporate Training Manager
- The Legal & Compliance Team
- The Chief Operating Officer
- The Company President

By subjecting each site to the ongoing involvement and scrutiny of an off-site management team, the Hensel Phelps team will maximize our capacity to be proactive with security solutions and innovations rather than merely reactive. While their site team is focusing on the demands and details of daily service, Hensel Phelps' off-site team is continuously monitoring the operation close-up and bird's eye performance as promised while continually re-evaluating and re-assessing the process.

These proactive monthly security visits drive the management and continuous quality improvement system while allowing Hensel Phelps, in conjunction with its partners, to accomplish key objectives.

**TECHNICAL PORTION – SECTION C – *continued***

**C.1.3.a Mobile Security App Features**

**Security Workforce Management** - Provides field-based security managers mobile tools to keep your service delivery engine running. eHub seamlessly connects the field to the back office, ensuring they always have access to the latest information. Provides managers with the capability to manage budgets, schedules, and time and attendance; create and complete work tickets and send messages and requests. Additionally, it provides a tool for quickly and easily filling open shifts, capturing billable work, and reporting on inspections through a secure web or mobile app. The free mobile security application is compatible with iPhone®, iPad® and Android™ devices.

**C.1.3.d Security Team Quality Assurance**

Every visiting security manager inspects the site concierge/security operation, evaluating and documenting findings across more than 20 different metrics, using the electronic QA- 1(A) Spot Check form. Performance in each area is formally scored, with commentary where appropriate. As data is entered for each metric, live graphing provides an instant, visual representation of how effectively the team manages performance consistent with regulatory requirements, client specifications, and internal standards. Less than perfect scores result in swift, responsive improvements.

The following tools are utilized for Security Quality Assurance:

- **Site-specific, Customizable QA Audits** - topics and questions vary depending upon client Training & Safety QA Audit, 20 questions
- **Site Inspection (Spot Check) QA Audit**, ten questions
- **Account QA Audit**, 21 questions
- **Customer Satisfaction Report/KPI Review**

SECURITY QUALITY ASSURANCE FREQUENCY MATRIX	
<p><b>On-the-spot security training, motivation, and mentoring for site team</b></p>	<p>The visiting security managers are experts at helping our site teams experience the satisfaction and fulfillment of a job well done. They balance critical oversight with positive feedback and even hands-on coaching to help build strengths, skills, and competencies. They actively engage our officers in the process of discovering how we as a team could do things better. Many of our visiting managers have risen through the ranks themselves, and their watchful, perceptive presence reassures officers of their future potential.</p>
<p><b>One formal Quality Assurance Site Asset Visit at a minimum every six (6) months</b></p>	<p>The security management team conducts formal employee performance reviews annually, providing each employee with positive reinforcement as appropriate and mapping out goals for the future. The performance evaluation and review process is a learning experience for each officer, an opportunity to reassess career objectives, and a source of motivation. The potential for merit pay increases is tied to performance.</p> <p>The Regional Manager or Director conducts a minimum of one Quality Assurance Site Assist visit during the first half of the calendar year and another during the latter part of the year. These visits aim to evaluate and score the operation across a total of more than 30 different metrics in the following areas.</p> <ul style="list-style-type: none"> <li>• Manuals and documentation</li> <li>• Human resources</li> </ul>

TECHNICAL PORTION – SECTION C – *continued*

<b>SECURITY QUALITY ASSURANCE FREQUENCY MATRIX</b>	
	<ul style="list-style-type: none"> <li>• Risk management</li> <li>• Professional image</li> <li>• Continuing education modules</li> <li>• Training and education records</li> <li>• Safety compliance</li> <li>• Customer relations</li> </ul> <p>As data for each metric is entered, this dynamic electronic form provides live charting and graphing of composite evaluation scores in each broad area.</p>
<b>One or more Face-to-Face Meetings per month between the Local Regional Manager / Director and the Client</b>	<p>There is no substitute for personally spending time with clients on an ongoing basis. Face time creates a comfort level and bond that gives rise to the sense of genuine partnership and the unified team spirit we seek. The Security Regional Manager or Director comes to planned client meetings prepared to discuss progress and improvements at the site, with supporting documentation drawn from the monthly Spot Checks or Site Assist Visits.</p> <p>If during any of these management visits, concerns were identified requiring our client to take action, the Regional Manager or Director checks on the status of that action item during the monthly meeting and continues to re-visit the concern every month until it is resolved.</p>
<b>One or more Meetings per week between the Site Supervisor (or Site Manager) and the Property Manager</b>	<p>Security Supervisor or Site Manager touches base with the client face-to-face, or if circumstances demand, by phone, at minimum once per week. At most sites, there is daily contact between the Site Supervisor or Site Manager and the Property Manager.</p>
<b>Daily Activity Reports (DARs) and Incident-Based Reports (IBRs)</b>	<p>Every day, site personnel complete Daily Activity Reports (DARs) and Incident-Based reports (IBRs) if called for. These security reports are forwarded daily to the local Region office, enabling the Regional team leader to easily keep tabs on the site between management visits and client meetings. Regional personnel carefully review these reports and follow up with the site team immediately on any action items.</p>
<b>Other Reports and Documentation</b>	<p>In addition to the QA reports above and the DARs and IBRs described in the preceding checklist, site personnel maintain and produce a variety of other reports and documentation, such as:</p> <ul style="list-style-type: none"> <li>• Shift pass down logs</li> <li>• Site inspection logs</li> <li>• Client-specific reports</li> <li>• Special reports such as energy management system reports, surveillance or building system reports</li> <li>• Officer evaluations</li> <li>• Payroll reports</li> <li>• Client contact reports</li> </ul> <p>Security managers can rely on the comprehensive documentation maintained for each site to provide an accurate picture of site security activity at any given time.</p>

**TECHNICAL PORTION – SECTION C – *continued***

**C.1.3.e Security Management Checks Frequency**

Hensel Phelps proposes the following frequency for Security Management Checks at the Property:

<b>SECURITY CHECK</b>	<b>FREQUENCY</b>	<b>RESPONSIBILITY</b>
<b>Manager Visit, Documented with Customer Quality Assurance Spot</b>	Several times per month	Varying combinations of the following (some managers will visit more than once): <ul style="list-style-type: none"> <li>• Site Supervisor</li> <li>• Account Manager</li> <li>• Regional Director</li> <li>• Regional Manager</li> <li>• Sr. Vice President of Operations</li> <li>• Director of Quality Assurance</li> <li>• Corporate Training Manager</li> <li>• Legal &amp; Compliance Dept.</li> <li>• Chief Operating Officer</li> <li>• President</li> </ul>
<b>Assist Visit &amp; Quality Training &amp; Safety Audit QA-2</b>	2x/year 1x/year	Conducted by the Region Conducted by Corporate Office
<b>Quality Assurance Office Assist QA-3</b>	One or more, between January and June, and one more between July and December	Regional Director, Regional Manager, and Legal & Compliance Department
<b>Customer Quality Assurance Review QA-4</b>	One or more per year	One or more of the following: <ul style="list-style-type: none"> <li>• Corporate Training Manager</li> <li>• Director of Quality Assurance</li> <li>• Legal &amp; Compliance Department</li> <li>• Sr. Vice President of Operations</li> <li>• President</li> </ul>
<b>Client Meeting (face-to-face)</b>	One or more per month	Account Manager Regional Director / Manager
<b>Client Meeting (face-to-face or by telephone)</b>	One or more per week	Site Supervisor Account Manager
<b>Daily Activity Report</b>	1 per day	Site Personnel

**C.1.4 MANAGEMENT SERVICES WORK PLAN**

**C.1.4.a Management Services Communication Matrix**

Communication is critical to a successful partnership with ISHOF. As a best practice in all their commercial operations, Hensel Phelps holds true to a time-tested, multi-layer communication matrix. The attendees at each meeting change with the subject matter and meeting frequency. These range from weekly forecast meetings to annual joint reviews. To ensure that all of these demands are met (and exceeded), Hensel Phelps proposes the following communication matrix:

TECHNICAL PORTION – SECTION C – *continued*

<b>PROPOSED COMMUNICATION MATRIX</b>	
<b>Weekly Forecast Meetings</b>	These typically occur mid-week and the attendees will be the ISHOF contract manager and the Property Manager. Although this does not include any corporate monitoring from the regional and executive support teams, it is prudent to include this in their methodology as the Team will be the executor of all tactical operations.
<b>Monthly Meetings / Reports</b>	<p>The monthly meeting addresses operational issues from a programmatic perspective. Typically, these meetings occur mid-month after the monthly report is issued to the client for the previous month. Hensel Phelps will work with ISHOF to customize this report, but topics addressed in the monthly report are as follows:</p> <ul style="list-style-type: none"> <li>• Monthly Status Narrative               <ul style="list-style-type: none"> <li>- Accomplishments; Goals for the Following Month; Operational Red Flags for Consideration</li> </ul> </li> <li>• Performance Reporting               <ul style="list-style-type: none"> <li>- Quality Assurance Reporting</li> <li>- Work Performance Statistics</li> <li>- Emergency Responsiveness</li> <li>- Safety Reporting</li> <li>- Key Performance Indicators</li> <li>- Compliance with Service Level Agreements</li> </ul> </li> <li>• Security and Ancillary Services</li> <li>• Projects (as they may occur though future unplanned changes)               <ul style="list-style-type: none"> <li>- Status of Current Projects; Planning for Future Projects</li> </ul> </li> </ul>
<b>Quarterly Business Review (QBR)</b>	<p>The content of this meeting is largely strategic in nature with an emphasis on overall client satisfaction and contract deliverables. As with the monthly report, we would work with the contract team to customize the agenda for the Periodic Business Review. Below is a sample of general topics for discussion in that meeting:</p> <ul style="list-style-type: none"> <li>• Accomplishments</li> <li>• Challenges</li> <li>• Operating Trends</li> <li>• Key Performance Indicators               <ul style="list-style-type: none"> <li>- People (Safety, Performance, Customer Service, Professional Development)</li> <li>- Process (Service Delivery, Efficiency, Efficacy, Work Order Management)</li> <li>- Technology (Mobility Tools, Quality Control)</li> <li>- Financial (Billing Timeliness, Accuracy, Budget Compliance)</li> </ul> </li> <li>• Data Analysis</li> <li>• ISHOF Annual Goals</li> <li>• Hensel Phelps Company Updates</li> </ul>
<b>Annual Meeting</b>	Annual meetings are important to ensure that all of the service-level agreements and overall goals are satisfied for ISHOF stakeholders.

**EXHIBIT A, ATTACHMENT 2 – Site Plans and Equipment List**

**For inclusion at 100% Design Documents**



**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

***Insert based upon final design***



**EXHIBIT B, ATTACHMENT 1  
CONTRACTOR COST SHEET**

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**

**A. Settlement of Disputes**

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ISHOF within ten (10) days of discovery of the problem. Within ten (10) days, ISHOF shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and ISHOF employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the proposal.
4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

**B. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the ISHOF and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the ISHOF for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the ISHOF's obligation to make payments to the Contractor.

**C. Stop Work Order**

ISHOF reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that ISHOF gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

**D. Termination**

1. In addition to the rights under Exhibit C of the Standard Agreement, ISHOF reserves the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
2. After receipt of a Notice of Termination, and except as directed by the ISHOF, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amount due under this clause.
3. In the case of early termination, Contractor shall submit one (1) original and one (1) copy of a final invoice within 30 calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. Final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions. A copy and description of any data collected up to termination date shall also be provided to ISHOF.

4. Upon receipt of the final invoice, progress report and data, a final payment will be made to Contractor. This payment shall be for all ISHOF-approved costs that in the opinion of ISHOF are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the contract.

#### E. Amendments

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
2. ISHOF reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

#### F. Insurance

1. Commercial General Liability

Contractor must furnish to the ISHOF a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain general liability on an occurrence for with limits not less than \$1,000,000 per occurrence for bodily injury and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

**International Swimming Hall of Fame Partners, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.**

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to ISHOF equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

Contractor must furnish to the ISHOF a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

**International Swimming Hall of Fame Partners, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed under this contract.**

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the ISHOF a certificate of insurance to remain in effect at all times during the term of this contract. Contractor shall maintain statutory workers' compensation and employers' liability for

all its employees who will be engaged in the performance liability limits of \$1,000,000 are required.

4. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 shall be provided. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work

5. General Provisions Applying to all Policies

- a. Coverage term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the ISHOF at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract. The Contractor agrees to provide a new certificate of insurance to:

[Name | Address]

- b. Policy Cancellation of Termination and Notice of Non-Renewal – Contractor provide to ISHOF within five (5) business days following receipt by contractor a copy of any cancellation or non-renewal of insurance required by this contract. In the event contractor fails to keep in effect at all times the specified insurance coverage, the ISHOF may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event, subject to the provisions of this contract.
- c. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause – Any required insurance contained in the Contract shall be primary, and not excess or contributory to any other insurance carried by the ISHOF.
- e. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the Contract.

**G. Force Majeure**

Except for defaults of subcontractors, neither ISHOF nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. ISHOF may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by ISHOF pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this

Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

#### **H. Registration with ISHOF and Local Jurisdictions**

All business entities doing business within the ISHOF must be registered with all state and local jurisdictions and maintain applicable business licenses that are required by law. All businesses who do not maintain business licenses required to perform the contract services in the scope of work, or who are not registered with the applicable jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of ISHOF,

**EXHIBIT D  
ADDITIONAL PROVISIONS**

**A. Ownership of Work and Copyrightable Materials**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to ISHOF upon creation, and shall continue in ISHOF's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to ISHOF all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein. Contractor shall not disclose or distribute the software program or any other product resulting from this agreement to any person or entity, in any manner whatsoever, without the written consent of ISHOF. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

**B. Copyrightable Materials**

1. ISHOF reserves the right to any copyrightable materials developed under this Agreement. Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, ISHOF shall have the sole and exclusive right, title, and interest (including trade secret and copyright interests) in the copyrightable materials. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interest (including trade secret and copyright interest) in any copyrightable materials developed under this Agreement to ISHOF.
2. ISHOF, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said copyrightable materials. Contractor and his or her subcontractors agree to cooperate with and assist ISHOF to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all copyrightable materials.
3. Contractor and his or her subcontractors shall not disclose any copyrightable materials, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of ISHOF.
4. Contractor and his or her subcontractors shall not use the copyrightable materials, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of ISHOF.
5. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

**C. Confidentiality of ISHOF Information**

It is expressly understood and agreed that information Contractor receives from ISHOF in performing its obligations under this Agreement may be deemed confidential by ISHOF. Therefore, Contractor agrees to:

1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
2. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.

3. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
4. Notify ISHOF promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

**D. Confidentiality of Data and Working Documents**

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of ISHOF's Contract Manager.
2. Permission to disclose information or documents on one occasion or at public hearings or workshops held by ISHOF relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
3. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Contract, or ISHOF's actions on the same, except to ISHOF staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
4. Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms and the terms in Exhibit E, Attachment 1 – Conflict of Interest and Confidentiality Statement.
5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.