

CUSTODIAL SERVICES AGREEMENT
BLUE GRASS AIRPORT
Lexington, Kentucky

This Custodial Services Agreement (“**Agreement**”) is made as of this ___ day of _____, 2026 (the “**Effective Date**”) by and between the Lexington-Fayette Urban County Airport Board (“**LFUCAB**”) and _____, a [state and entity] (“**Service Provider**”). LFUCAB and Service Provider may be referenced singularly as a “**Party**” and collectively as the “**Parties**” herein.

SECTION 1 - Scope of Services

- 1.1 Service Provider shall provide custodial services as set forth in the attached **Attachment 1 (Scope of Services)** (collectively, the “**Services**”) at LFUCAB’s Blue Grass Airport located at 4000 Terminal Drive, Lexington, Kentucky 40510.
- 1.2 Service Provider may provide additional services, outside of the scope of Services identified in **Attachment 1**, provided such services are requested by LFUCAB and confirmed by the Parties in writing (“**Additional Services**”). Should LFUCAB request Additional Services, Service Provider shall promptly provide a written estimate of the cost of the Additional Services and confirm LFUCAB would like to proceed with the Additional Services before performing them.

SECTION 2 - Commencement Of Work and Time; Delays

- 2.1 Time is of the essence with respect to this Agreement. Service Provider agrees to begin work upon mutual execution of this Agreement. Service Provider will pursue completion of the Services in accordance with the time periods specified in **Attachment 1**.
- 2.2 Service Provider shall not be held responsible for delays in the Services due to circumstances beyond its control to the extent not caused, in whole or in part, by Service Provider’s fault or negligence, provided that such failure or delay could not have been prevented or overcome by the exercise of due diligence by Service Provider. Examples of circumstances beyond Service Provider’s control include, but are not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, explosions, riots, wars or sabotage (a “**Force Majeure Event**”) and/or LFUCAB’s failure to timely provide input and approvals required by this Agreement (a “**LFUCAB Delay**”). Service Provider shall (i) give written notice of a Force Majeure Event or LFUCAB Delay (including anticipated duration of the delay) to LFUCAB within five (5) days of the occurrence of such event; (ii) use diligent efforts to mitigate the effects of any Force Majeure Event; (iii) keep LFUCAB reasonably apprised of such mitigation efforts; and (iv) resume the performance of its obligations as soon as reasonably practicable.

SECTION 3 - Method of Payment

- 3.1 LFUCAB shall compensate Service Provider for proper and timely performance of the Services in accordance with **Attachment 2 (Service Fees)**. Payment of the fees due for Services will be made on the basis of the Service Provider’s estimated percent completion each month as reflected in Service Provider’s invoice, subject to setoff, if any.

- 3.2 LFUCAB may, without limiting any other rights and remedies it has under this Agreement, withhold and offset amounts claimed due in Service Provider's invoice as a result of (i) defective, incomplete, or unapproved Services, (ii) claims relating to Service Provider's Services, (iii) Service Provider's failure to make timely payment to its employees, consultants, or anyone acting under Service Provider's control, and/or (iv) a Default (defined below).
- 3.3 LFUCAB has the right to request documentation evidencing that Service Provider has properly paid Subcontractors (defined below) all amounts paid by LFUCAB to Service Provider for subcontracted Services. If a Subcontractor has not been paid and Service Provider failed to provide sufficient explanation justifying Service Provider's withholding of payment, LFUCAB has the right, but not the obligation, to pay Subcontractor directly and deduct the cost from any sums due Service Provider or may issue joint checks to Subcontractor.

SECTION 4 - Standards of Performance

- 4.1 Service Provider shall perform the Services in a professional and workmanlike manner consistent with industry standards for similar services. All Service Provider personnel shall be suitably skilled, experienced, and qualified to perform the Services.
- 4.2 Service Provider shall be responsible to LFUCAB for the acts and omissions of Service Provider's employees as well as any consultants, subcontractors, and/or other individual or entity with whom Service Provider has direct or indirect contractual privity (all tiers) for the performance of all or part of the Services ("**Subcontractors**").
- 4.3 Service Provider shall comply with all rules and regulations of Blue Grass Airport, current edition. By execution of this Agreement, Service Provider acknowledges the receipt, reading and understanding of these rules and regulations.

SECTION 5 - Changes

LFUCAB may, at any time by written notice, make changes to the Services to be provided pursuant to this Agreement. If such changes cause an increase or decrease in Service Provider's cost of, or time required, for performance of any Services, the Parties shall modify this Agreement in writing to account for Service Provider's actual, reasonable, and documented additional costs. Any claim of Service Provider for adjustment must be asserted in writing within thirty (30) days from the date Service Provider receives the notification of change, unless LFUCAB grants a further period of time.

SECTION 6 - Intellectual Property

- 6.1 LFUCAB and its licensors retain all right, title, and interest in and to LFUCAB's name, logos, trademarks, service marks, branding, manuals, policies, procedures, forms, specifications, training materials, security requirements, reports, data, and other materials made available by or on behalf of LFUCAB to Service Provider ("**LFUCAB Materials**"). Service Provider is granted a limited, non-exclusive, non-transferable right to use the LFUCAB Materials solely to perform the Services during the Term of this Agreement and for no other purpose. Service Provider acquires no other rights in the LFUCAB Materials except this license.

- 6.2 “**Deliverables**” means the reports, inspection records, service logs, training records, staffing plans, mobilization or transition plans, quality control documentation, inventory or consumable usage reports, and other work product specifically created by or for Service Provider for LFUCAB under this Agreement, including any items identified in **Attachment 1**, but excluding Service Provider Pre-Existing Materials. As between the Parties, all Deliverables and all data, records, and information generated, collected, or maintained by or for Service Provider in connection with performance of the Services for LFUCAB that relate specifically to LFUCAB’s facilities, operations, or this Agreement (“**LFUCAB Data**”) shall be owned by LFUCAB upon creation. To the extent any Deliverables do not automatically vest in LFUCAB by operation of law, Service Provider hereby assigns to LFUCAB, and shall cause its personnel and subcontractors to assign, all right, title, and interest in and to such Deliverables, including all intellectual property rights therein. Service Provider shall execute, and shall cause its personnel and subcontractors to execute, documents reasonably requested by LFUCAB to confirm or perfect such rights.
- 6.3 Notwithstanding the foregoing, Service Provider retains ownership of its pre-existing and independently developed materials, methods, processes, know-how, software, systems, templates, forms, training content, and other intellectual property used in performing the Services (“**Service Provider Pre-Existing Materials**”). To the extent any Service Provider Pre-Existing Materials are incorporated into, embedded in, or reasonably necessary for LFUCAB to use any Deliverable, Service Provider grants to LFUCAB a perpetual, irrevocable, non-exclusive, fully paid-up license to use, reproduce, display, and distribute such Service Provider Pre-Existing Materials solely as part of and in connection with LFUCAB’s use of the Deliverables and LFUCAB Data for its business and operational purposes, including use by LFUCAB's contractors, consultants, and service providers for LFUCAB's benefit.
- 6.4 Service Provider shall pay all royalties, license fees, or other charges which may be due with respect to any Service Provider Pre-Existing Materials, third-party materials, software, tools, methods, or other items furnished or used by Service Provider in connection with the Services. Service Provider represents and warrants that the Deliverables, Service Provider Pre-Existing Materials, and any other materials, software, or tools provided by Service Provider to LFUCAB under this Agreement, and LFUCAB’s permitted use thereof, shall not infringe, misappropriate, or otherwise violate any intellectual property right of any third party. Service Provider shall indemnify, defend, and hold harmless LFUCAB from and against any third-party claim arising out of an alleged infringement, misappropriation, or other violation of intellectual property rights by any Deliverable, Service Provider Pre-Existing Material, software, tool, or other item provided by Service Provider under this Agreement, including all losses, costs, expenses, and reasonable attorneys’ fees arising therefrom.

SECTION 7 - Insurance

- 7.1 The Service Provider’s insurance coverage shall include: General Liability coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate with a Three Million Dollar (\$3,000,000) umbrella; Automobile coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate; and Workers’ Compensation at statutory limits. If LFUCAB requests duration of insurance to increase beyond one (1) year

after completion of the Work, Service Provider will secure a Project-specific policy of insurance, if LFUCAB agrees to increase the compensation to Service Provider.

- 7.2 Service Provider shall submit to LFUCAB proof of such insurance in amounts satisfactory to LFUCAB. The maintenance in full force and effect of such forms and amounts of insurance shall be a condition precedent to Service Provider's payment and exercise and enforcement of any rights under this Agreement. The insurance certificates shall incorporate a provision requiring written notice to LFUCAB at least thirty (30) days prior to cancellation, non-renewal or material modification of the policies. All such insurance shall be written on an occurrence basis. Service Provider shall contractually require that any and all Subcontractors engaged or employed by Service Provider carry and maintain similar insurance with reasonably prudent limits and coverage in light of services rendered by Subcontractor.
- 7.3 All insurance described herein and provided by Service Provider shall be primary and shall not be entitled to contribution from any insurance maintained by LFUCAB. All worker's compensation policies must contain a waiver of subrogation in favor of LFUCAB unless statutorily prohibited. If Service Provider's scope of Services includes environmental consulting, coverage cannot exclude coverage for environmental professional services and LFUCAB requires that Service Provider provide additional insurance at LFUCAB's expense in connection with environmental services. All certificates evidencing insurance must be provided to LFUCAB before Service Provider begins any services, and all insurance certificates must name LFUCAB as an additional insured except for the professional liability and worker's compensation policies.

SECTION 8 - Indemnification

- 8.1 To the fullest extent permitted by law, Service Provider agrees to indemnify, hold harmless, protect and defend LFUCAB, its successors and assigns, and the officers, directors, employees, agents, and representatives of each of the foregoing ("**Indemnitee(s)**") from and against any and all claims, causes of action, loss, liability, damage, judgements, awards, penalties, fines, deficiencies, settlements, interest, costs and expense (including but not limited to attorneys' fees, expert fees and mediation/court costs) ("**claim(s)**"), arising out of, attributable to, or resulting from, in whole or in part, the breach of this Agreement, errors, omissions, and negligent or wrongful acts of Service Provider, its employees, Subcontractors of any tier, agents or representatives, successors, and assigns except to the extent caused by or resulting from the sole negligence of the Indemnitees.
- 8.2 LFUCAB shall promptly notify Service Provider in writing of any claim and cooperate with Service Provider at Service Provider's sole cost and expense. Service Provider shall immediately take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at its sole cost and expense. Service Provider shall not settle any claim without LFUCAB's prior written consent.
- 8.3 In the event any indemnity obligation hereunder is partially prohibited or unenforceable under applicable law, the Parties hereby acknowledge, agree, and intend for Service Provider's indemnity obligations to remain enforceable to the fullest extent permitted by law and shall only be limited or modified to the minimum extent necessary to comport with such law.

SECTION 9 - Confidentiality; Open Records Act

- 9.1 **Confidential Information.** Any information disclosed by LFUCAB to Service Provider for the purpose of this Agreement shall be used only in the performance of the Services. Service Provider shall keep such information strictly confidential and shall not disclose it to any third-parties, except (i) as necessary for Service Provider to perform its Services, Service Provider may disclose such information to employees, consultants, or contractors, provided that the person/entity receiving such information are parties to agreements restricting disclosure and use; or (ii) when required by law, or an order of an arbitrator or the court, provided that, in such case, Service Provider shall give LFUCAB at least seven (7) days' written notice of its intent to disclose such information. To the extent any personal data is included in the Confidential Information disclosed to Seller under this Agreement, Seller and its representatives shall comply with all applicable privacy and data protection laws in its use and storage of such personal data. Upon expiration or termination of this Agreement, Contractor shall return all information to LFUCAB or make such other disposition thereof as may be directed or approved by LFUCAB.
- 9.2 **Kentucky Open Records Act.** Service Provider acknowledges and agrees that LFUCAB is a public agency subject to the Kentucky Open Records Act, KRS 61.870 et. seq. ("**KORA**"). This Agreement and all related information and documentation may be subject to disclosure under KORA. Service Provider shall be deemed to have knowledge of this law and the means of protecting its legitimate interests.
- 9.3 **Use of Name and Publicity.** Service Provider shall not use the name, logos, trademarks, or service marks of LFUCAB in any advertising, marketing materials, press releases, or other public communications, nor shall Service Provider disclose or publicize the existence or terms of this Agreement or any related agreement, without the prior written consent of LFUCAB. Any request for such consent must be submitted in writing to LFUCAB, and consent may be granted or withheld in LFUCAB's sole discretion.

SECTION 10 - Term and Termination

- 10.1 **Term.** The term of this Agreement shall commence upon the Effective Date and terminate three (3) years from the Effective Date (the "**Term**"), unless earlier terminated in accordance with the Agreement. Upon expiration of the Term, LFUCAB shall have the option to renew the Agreement for up to [#] additional [#]-year periods (each, a "**Renewal Term**") by providing written notice of renewal to Service Provider at least thirty (30) days prior to the expiration of the then-current Term. Any Renewal Term shall be on the same terms and conditions set forth in this Agreement unless otherwise mutually agreed to in writing by the Parties.
- 10.2 **Force Majeure.** If any Force Majeure Event, or Service Provider's non-performance of Services due to a Force Majeure Event, continues for a period of more than thirty (30) days, LFUCAB may, at its option, reduce the contract Services to be performed by the Service Provider under this Agreement in whole or in part. Service Provider's recovery against LFUCAB shall be limited to payment for Services performed, and Service Provider shall not be entitled to recovery of any additional damages against LFUCAB, including, but not limited to, consequential damages, incidental damages, or claims for anticipated profit.

- 10.3 Convenience of LFUCAB. This Agreement may be suspended or terminated by LFUCAB for convenience without cause at any time upon two (2) days' written notice to Service Provider. In such case, Service Provider's recovery against LFUCAB shall be limited to payment for Services performed as of the date of suspension or termination, plus actual, reasonable and documented costs necessarily incurred as a result of such suspension or termination, and Service Provider shall not be entitled to recovery of any additional damages against LFUCAB, including, but not limited to, consequential damages, incidental damages, or claims for anticipated profit.
- 10.4 Default. Any material violation or breach of terms of this Agreement by Service Provider or its Subcontractors ("**Default**") may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the Parties. A Default shall include without limitation Service Provider's failure to:
- 10.4.1 timely provide services with promptness and diligence in accordance with any schedule provided by LFUCAB;
 - 10.4.2 provide sufficient numbers of appropriately qualified personnel, licensed (if applicable) in the jurisdiction of the applicable project;
 - 10.4.3 comply with the legal, regulatory and code requirements;
 - 10.4.4 provide required deliverables in accordance with the appropriate standard of care;
 - 10.4.5 perform pursuant to the terms and conditions of this Agreement; or
 - 10.4.6 make payments to Subcontractors, suppliers or others for whom Service Provider may be responsible.
- 10.5 Notice and Cure Period. LFUCAB, without waiving any other right under this Agreement, shall provide written notice to Service Provider of its Default, and if Service Provider fails to cure the Default within seven (7) calendar days after notice, LFUCAB may terminate this Agreement. The written notice shall describe the nature of the Default and corrective actions Service Provider must undertake in order to avoid termination of the Agreement. Additionally, LFUCAB may recover from Service Provider any costs to complete the Services, attorneys' fees, re-procurement fees or other costs caused by Service Provider's Default and/or termination.
- 10.6 Effect of Termination. Upon receipt of the notice of termination, except as explicitly directed by LFUCAB, Service Provider must immediately discontinue all services affected. Further, Service Provider must deliver all Deliverables to LFUCAB, whether complete or partially complete, and LFUCAB shall be entitled to use the Deliverables for the purposes of this Agreement. In the event LFUCAB terminates this Agreement for Default pursuant to Section 10.4 above, and it is subsequently determined that Service Provider was not in Default, then any such termination shall automatically be converted to a termination for convenience pursuant to Section 10.3 herein.
- 10.7 Payment Upon Termination. If this Agreement is terminated for LFUCAB's convenience pursuant to Section 10.3 above, then Services performed by Service Provider will be paid for

in proportion to the percentage of properly completed Services in relation to the fees in Section 4. If this Agreement is terminated for Default as in Section 10.4 above, LFUCAB shall pay Service Provider for Services properly provided prior to termination, subject to LFUCAB's right to recover, withhold or offset any costs caused by Service Provider's Default (including without limitation costs to complete Service Provider's services, attorneys' fees, re-procurement fees, or other termination costs).

- 10.8 Survival. The rights and obligations of the Parties which, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, including without limitation those related to payment, warranties, intellectual property, indemnification, insurance, confidentiality, dispute resolution, and audit.

SECTION 11 - General Provisions

- 11.1 Assignment and Subcontracting. Service Provider shall not assign, transfer or sublet this Agreement, or any part thereof, without the prior, written consent of LFUCAB. If Service Provider does, with LFUCAB's prior written consent, subcontract any portion of this Agreement, it shall require any Subcontractor to be bound by the same obligations and responsibilities that Service Provider is bound to herein. Notwithstanding any LFUCAB-approved assignment or sublet of all or any portion of this Agreement, Service Provider shall, at all times, remain liable to LFUCAB for the performance of all obligations under this Agreement.
- 11.2 Successor and Assigns. LFUCAB and Service Provider each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect of all covenants of this Agreement; except as above, neither LFUCAB nor Service Provider shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability of the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than LFUCAB and Service Provider.
- 11.3 Governing Law. This Agreement, and any disputes or claims arising out of or relating to this Agreement, shall be governed by the laws of the Commonwealth of Kentucky, without regard to its choice of law provisions.
- 11.4 Legal Action. Service Provider agrees that any legal action, suit or proceeding under, relating to or arising out of or in connection with this Agreement ("**Legal Action**") shall be brought exclusively in the United States District Court for the Eastern District of Kentucky or in Fayette Circuit Court in the Commonwealth of Kentucky. By execution and delivery of this Agreement, Service Provider irrevocably accepts, consents and submits to the jurisdiction of those courts with respect to any such Legal Action. Service Provider further irrevocably consents and agrees to the service of any and all legal process, summons, notices and documents in any such action, suit or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to Service Provider at the address set forth in this Agreement. In addition, Service Provider irrevocably and unconditionally waives any objection which

Service Provider may have to the venue of any Legal Action being brought in courts sitting in Kentucky, and further irrevocably and unconditionally waives and agrees not to plead or claim that any Legal Action brought in Kentucky has been brought in an inconvenient forum.

11.5 Federal Law. Service Provider certifies that it has read and understands all requirements of federal law imposed by the Federal Aviation Administration on Service Provider and restated in **Exhibit A (FAA Contract Clauses)**, which is attached hereto and incorporated into this Agreement as if fully restated herein.

11.6 Notices. All notices required by this Agreement shall be in writing and shall be sufficient, and shall be deemed delivered, if hand delivered, or sent by certified mail, postage prepaid, by one Party to the other, at the following address.

LFUCAB: Jeff Gray
4000 Terminal Drive, Suite 206
Lexington, KY 40510

Service Provider: [name]
[address 1]
[address 2]

11.7 Entire Agreement; Amendment. This Agreement represents the entire agreement between LFUCAB and Service Provider and supersedes any prior negotiations, representations, or agreements. This Agreement may only be amended by written instrument signed by both LFUCAB and Service Provider. In case a provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

11.8 Electronic Signatures. The Parties agree that this Agreement and any amendment to the same may be executed and delivered by electronic signature (including, but not limited to, scanned or digitally signed documents). Such electronic signatures shall be deemed to have the same legal effect as original handwritten signatures.

11.9 Advice of Counsel. In executing this Agreement, it is understood and acknowledged that the Parties had the opportunity to seek and rely upon the advice of competent counsel of their own choosing. The Parties are deemed to have jointly prepared this Agreement, and thus, neither shall be construed against either Party as the drafter.

[signature page follows]

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

LFUCAB:

SERVICE PROVIDER:

Lexington-Fayette Urban County Airport Board [Service Provider Name]

(Signature)

(Signature)

(Date)

(Date)

Eric J. Frankl

(Printed Name)

(Printed Name)

President & CEO

(Title)

(Title)

ATTORNEY: (Reviewed for legal form)
Stites & Harbison, PLLC

(Signature)

(Printed Name)

(Title)

Attachment 1

SCOPE OF SERVICES

1. Vision and Philosophy for Custodial Services

Blue Grass Airport considers custodial services to be a critical component of the overall passenger experience and expects the selected Contractor to function as an integrated partner in maintaining a safe, clean, and professional environment. The Airport's expectation is that cleanliness is maintained continuously through proactive, real-time attention to conditions throughout the terminal. Custodial staff are expected to be visible, responsive, and focused on high-traffic and high-touch areas, particularly during peak operating periods. Service Provider must coordinate closely with Airport staff and tenants to support efficient operations with minimal disruption. The Airport expects flexibility to respond to changing operational conditions, including irregular operations and seasonal fluctuations. Service Provider shall demonstrate accountability, consistency, and a commitment to continuous improvement, recognizing that custodial services directly impact LFUCAB's reputation and the experience of the traveling public.

2. Service Areas

Service Provider shall provide custodial services for all public, operational, and designated support areas within the Blue Grass Airport terminal and associated facilities as identified by LFUCAB. Service areas include, but are not limited to, public-facing spaces such as ticketing areas, gate areas, circulation corridors, baggage claim, and public seating areas, all of which require continuous attention due to high passenger use. Restrooms shall be considered a priority service area and maintained at a consistently high standard given their visibility and impact on passenger perception. Additional service areas include the security screening checkpoint and adjacent queuing areas, as well as other high-traffic transition points within the terminal. Additional service areas outside of the terminal include the Airport Maintenance Complex and the US Customs and Border Protection facility; both facilities are inaccessible on foot from the terminal and will require transportation.

Service Provider shall also provide services in non-public or limited-access areas as directed by LFUCAB, including administrative offices, conference rooms, break areas, and operational support spaces. Coordination will be required for areas occupied by tenants, including airline spaces and other leased areas where custodial responsibilities are assigned to the Contractor. Exterior areas immediately adjacent to the terminal, such as entrances, vestibules, curbside sidewalks, and other designated landside interface areas, may also be included where identified by LFUCAB.

Service Provider is expected to understand the varying levels of use and operational sensitivity across all service areas and to allocate resources accordingly, with particular emphasis on maintaining cleanliness in high-visibility and high-traffic locations throughout all hours of operation.

Service Provider is NOT responsible for servicing the following areas:

- ticketing areas does not include airline ticket countertops or any area behind the ticket counter, including trash
- the airline operations areas behind the ticket counters
- the TSA administrative office spaces
- any of the restaurant, concessions, gift shops, or kiosk areas, including trash
- exterior and interior high reach window cleaning (Above 8 ft)
**negotiable if selected firm is capable of this function

3. Service Types

Service Provider shall provide a full range of custodial services necessary to maintain all identified service areas in a clean, safe, and orderly condition at all times. Services shall include routine cleaning activities such as trash removal, dusting, sweeping, mopping, vacuuming, and cleaning of surfaces, fixtures, and furnishings throughout the terminal. Restroom servicing shall include continuous cleaning, sanitizing, and restocking of consumables to ensure a consistently high standard is maintained. In addition to routine services, the Contractor shall provide day porter services focused on real-time monitoring and response to conditions within the terminal, including addressing spills, debris, and other immediate needs in high-traffic and high-visibility areas. During winter weather periods, the Contractor will be responsible for maintaining secured side exterior sidewalks near the terminal emergency exits to be clear of ice, snow, or other hazards.

Service Provider shall also perform periodic and project-based services, including floor care such as carpet cleaning, hard surface maintenance, stripping and waxing, and other treatments necessary to preserve the condition and appearance of flooring materials. Additional services may include high dusting, interior glass cleaning, and other detailed cleaning tasks required to maintain overall facility standards. Service Provider should be prepared to provide on-call or as-needed services to address irregular conditions, special events, or operational disruptions, ensuring that service levels are maintained under varying circumstances.

4. Frequency Guidelines

Service Provider shall perform all custodial services at frequencies sufficient to maintain a consistently clean, safe, and orderly environment throughout all service areas. While baseline service frequencies are established by LFUCAB for planning and pricing purposes, LFUCAB's expectation is that service delivery is driven by real-time conditions rather than fixed schedules alone. High-traffic and high-visibility areas, including restrooms, security screening areas, and primary circulation spaces, shall receive continuous attention and shall be maintained at a consistently high standard throughout all hours of operation, particularly during peak periods.

See **Schedule 1** to this Scope of Services for detailed List of Facilities and Areas by Frequency.

Service Provider shall adjust service frequencies as necessary to respond to fluctuations in passenger activity, flight schedules, and operational conditions. This includes increasing service levels during peak travel times, seasonal surges, and irregular operations, and scaling services appropriately during lower activity periods while still maintaining required standards. Service Provider shall ensure that all areas are serviced at a frequency that prevents the accumulation of trash, debris, or unsanitary conditions, and that all consumables are adequately stocked at all times.

Periodic and project-based services, such as floor care and deep cleaning activities, shall be performed at intervals necessary to preserve the condition and appearance of the facility, as approved by LFUCAB. Service Provider shall coordinate the timing of these activities to minimize disruption to Airport operations and the traveling public. Overall, the Contractor is expected to demonstrate sound judgment and operational awareness in determining appropriate service frequencies, ensuring that cleanliness standards are consistently achieved across all areas of the terminal.

5. Responsibilities and Service Boundaries

Service Provider shall be responsible for providing all labor, supervision, equipment, and supplies necessary to perform the custodial services described in this Scope of Services, unless otherwise specified by LFUCAB. Service Provider shall furnish all routine cleaning materials, equipment, and consumable supplies required to maintain service levels, including but not limited to cleaning chemicals, trash liners, and restroom consumables such as paper products and soap, unless otherwise directed by LFUCAB.

The Airport will designate specific areas for custodial storage and support, including janitorial closets and utility spaces, for use by the Contractor. Service Provider shall maintain these areas in a clean, safe, and organized condition at all times.

Service Provider shall promptly notify LFUCAB of any conditions observed that fall outside the scope of custodial services but may impact safety, operations, or facility condition.

6. Equipment and Materials Standards

Service Provider shall provide and utilize all equipment, tools, and materials necessary to perform the custodial services described in this Scope of Services in a safe, efficient, and professional manner. All equipment should be commercial-grade, well-maintained, and appropriate for use in a commercial service airport environment. Equipment should be operated and maintained in a manner that minimizes noise, disruption, and safety risks to passengers, tenants, and Airport personnel. Service Provider shall ensure that all equipment is kept in good working order and shall promptly repair or replace any equipment that is not functioning properly.

LFUCAB will provide a lift to access high points in the facilities. This equipment must be scheduled with the LFUCAB Maintenance Department before use.

Cleaning materials and chemicals shall be suitable for the surfaces and environments in which they are used and shall comply with all applicable safety, environmental, and regulatory requirements. The use of environmentally responsible or “green” cleaning products is encouraged where practical and consistent with performance requirements.

Service Provider shall comply with any LFUCAB-specified requirements, including but not limited to approved equipment types, cleaning products, or operational methods, as may be defined by LFUCAB.

Service Provider shall utilize any dispensers and materials specified by LFUCAB (soap, toilet paper, paper towel, feminine products, toilet seat covers, etc.). Service Provider or LFUCAB may purchase consumable materials and cleaning supplies as agreed upon at the beginning of the term. If LFUCAB is responsible for purchasing certain materials or supplies, Service Provider shall communicate inventory levels to allow adequate time for restocking before inventory reaches critical levels.

7. Transition and Mobilization Plan Requirements

Service Provider will be expected to work with LFUCAB staff to create a Transition and Mobilization Plan outlining the approach to assuming custodial operations. Service Provider should also identify any risks associated with mobilization and provide mitigation strategies to address those risks. Service Provider shall be fully prepared to provide uninterrupted custodial services beginning on the first day of the contract term. LFUCAB expects a well-organized, proactive approach to mobilization that demonstrates Service Provider's ability to deliver services effectively from day one.

8. Staffing and Hours

Service Provider shall provide sufficient staffing to perform all custodial services in accordance with this Scope of Services and to maintain required performance standards at all times. Service Provider shall develop and implement a staffing plan that aligns with LFUCAB’s operational needs, including day, evening, and overnight shifts as necessary. Staffing levels shall be based on a clear understanding of LFUCAB’s operating environment, including passenger volumes, flight schedules, and peak activity periods. Service Provider shall ensure that personnel are scheduled in a manner that provides continuous coverage of high-traffic and high-visibility areas throughout all hours of operation, with particular emphasis on restrooms, gate lounges, and primary circulation spaces.

The staffing plan shall provide for both routine scheduled services and real-time response through day porter coverage. Service Provider shall maintain the flexibility to adjust staffing levels in response to fluctuations in passenger activity, seasonal demand, and irregular operations, ensuring that service levels are maintained under all conditions.

Service Provider shall be responsible for all aspects of workforce management, including scheduling, attendance, and performance management, to ensure consistent and reliable service delivery. LFUCAB expects Service Provider to provide a stable and dependable workforce, minimizing turnover and ensuring continuity of service throughout the term of the contract.

8.1 Supervision Structure

Service Provider shall provide a clearly defined supervision structure to ensure effective oversight and consistent performance of all custodial services. Typical custodial coverage is expected to cover at least 4:00 am – 1:00 am 24 hours per day, seven days per week. Service Provider shall designate an on-site manager who will serve as the primary point of contact for LFUCAB and who is authorized to make day-to-day operational decisions. The on-site manager shall be responsible for overall service delivery, coordination with LFUCAB staff, and ensuring compliance with all contract requirements. The on-site manager shall be provided copies of the RFP document, the proposal submitted to LFUCAB, and the final operating agreement.

Service Provider shall also provide sufficient supervisory personnel to oversee daily operations across all shifts. The supervision structure shall ensure adequate coverage during all hours of operation, including evenings, weekends, and holidays. Service Provider shall maintain clear lines of communication and accountability within its organization and shall ensure that supervisory staff are accessible and responsive to LFUCAB at all times.

8.2 Training Program

Service Provider shall implement a comprehensive training program for all custodial personnel to ensure that services are performed safely, consistently, and in accordance with Airport expectations. Training shall include, at a minimum, cleaning procedures, proper use of equipment and materials, safety practices (including but not limited to OSHA requirements), and customer service expectations. Service Provider shall ensure that all employees are trained prior to assignment and receive ongoing training as needed to maintain performance standards.

LFUCAB will provide training for Service Provider to use the lift. This will be scheduled with the LFUCAB Maintenance Department.

The training program shall also address LFUCAB-specific requirements, including security procedures, badging requirements, and working within an active terminal environment. Supervisory personnel shall receive additional training in leadership, quality control, and communication to support effective management of staff. Service Provider shall maintain documentation of all training activities and provide such documentation to LFUCAB upon request. LFUCAB expects Service Provider to promote a culture of professionalism, accountability, and continuous improvement through its training efforts.

8.3 Uniform and Appearance Standards

Service Provider shall ensure that all custodial personnel present a professional and consistent appearance while performing services at the Airport. All personnel shall wear uniforms that are clean, well-maintained, and clearly identifiable, including airport badges if issued, at all times. Shirts shall be collared (short and long sleeve) and pants shall be slacks/trousers (not denim). Any over wear such as jackets, sweaters, etc., shall be part of the uniform including logos. Uniforms shall be appropriate for a public-facing environment and

shall reflect a professional image consistent with LFUCAB standards.

Service Provider shall establish and enforce appearance standards that include personal grooming, cleanliness, and appropriate attire. Personnel shall conduct themselves in a courteous and professional manner when interacting with passengers, tenants, and LFUCAB staff. LFUCAB reserves the right to review and approve uniform standards and may require modifications to ensure consistency with LFUCAB's desired image and operating environment.

8.4 Day Porter/Real-Time Service Model

Service Provider shall provide day porter services to support continuous, real-time maintenance of cleanliness throughout the terminal. The primary responsibility of day porters is to proactively identify and address issues such as spills, debris, trash accumulation, and supply shortages before they impact the traveling public.

Day porter staffing and deployment shall be aligned with passenger activity levels and operational demands, with increased coverage during peak periods. Day porters shall be visible, mobile, and responsive, and shall maintain situational awareness of conditions within their assigned areas. LFUCAB expects Service Provider to implement a proactive and well-managed approach to real-time service that complements scheduled cleaning activities and maintains a consistently high standard of cleanliness.

Whenever possible, day portering services shall be staffed by agents of both genders so public restrooms can be serviced and maintained without needing to close them to passengers.

9. Safety and Security Requirements

Service Provider shall perform all services in a manner that prioritizes safety and security within an active airport environment. Service Provider shall comply with all applicable federal, state, and local regulations, as well as LFUCAB rules, policies, and procedures.

9.1 Airport Badging Requirements

All Service Provider personnel requiring access to secure or restricted areas shall obtain and maintain appropriate LFUCAB-issued identification badges in accordance with LFUCAB and TSA requirements. Service Provider shall ensure strict compliance with all access control procedures. Service Provider shall also be responsible for the timely return of badges for employees who are no longer assigned to LFUCAB.

9.2 OSHA and Hazard Communication

Service Provider shall comply with all applicable Occupational Safety and Health Administration (OSHA) standards, including requirements related to hazard communication. Service Provider shall maintain a written hazard communication program and ensure that all employees are trained in the safe handling, use, storage, and disposal of cleaning chemicals and materials. Safety Data Sheets (SDS) for all chemicals shall be maintained and made

readily available to employees and LFUCAB upon request.

10. Performance Expectations

Service Provider shall perform all services in a manner that consistently meets LFUCAB's expectations for cleanliness, safety, and professionalism. Service Provider shall be accountable for service delivery across all areas and shall take proactive steps to identify and address issues before they impact airport operations or the traveling public.

10.1 Quality Control

Service Provider shall implement and maintain a Quality Control (QC) program including routine inspections, documentation of findings, and corrective actions for any identified deficiencies. Service Provider shall conduct regular inspections of all service areas and provide documentation of inspection results to LFUCAB upon request. The QC program shall also include processes for tracking and resolving issues in a timely manner, as well as continuous monitoring of overall service performance.

10.2 Integration with Operations

Service Provider will be expected to communicate with LFUCAB Operations when issues arise outside of their scope of services, or when assistance may be needed. Service Provider should coordinate all custodial activities with LFUCAB operations to ensure efficient service delivery and minimal disruption to passengers, tenants, and staff. This includes coordination with LFUCAB personnel, airlines, TSA, and other stakeholders as necessary. Service Provider shall schedule and perform services in a manner that aligns with flight activity, peak periods, and operational constraints, and shall maintain clear communication with LFUCAB regarding service activities and any operational impacts.

10.3 Irregular Operations and Surge Support

Service Provider shall be prepared to respond to irregular operations (IROPS) and fluctuating service demands, including flight delays, cancellations, weather events, and other unexpected conditions. IROPS includes but are not limited to: emergency operations, weather incidents, planned and unplanned events, aircraft diversions, etc. Service Provider shall have the ability to adjust staffing levels and service delivery in a timely manner to maintain cleanliness standards during periods of increased passenger activity. Service Provider shall coordinate with LFUCAB during such events and prioritize services in high-impact areas to support passenger needs and operational continuity.

10.4 Technology Expectations

Service Provider shall utilize appropriate technology and systems to support efficient service delivery, performance tracking, and communication. This may include tools for work order management, inspection tracking, and reporting. Service Provider shall provide LFUCAB with access to relevant performance data and reports as requested. The use of technology to improve responsiveness, transparency, and overall service quality is encouraged, and Service Provider is expected to leverage available tools to support continuous improvement.

Scope of Services
Schedule 1

LIST OF FACILITIES AND AREAS BY FREQUENCY

Public Terminal, A & B Concourses

Service	Frequency
Clean breezeway glass, remove smudges	2 times per day
Vacuum breezeway doors	2 times per day
Dust and polish chairs, chrome, elevators, and information desks	2 times per day
Spot clean doors, frames, and switches; sanitize high touch points	2 times per week
Empty FT, Curbside, Car Rental, A & B Concourse public trash area	2-3 times per shift
Empty administrative office trash	1 time per day
Empty liquid containers	2 times per day
Clean and sanitize drinking fountains/coolers	2 times per day
Dust high & low in corners for cobwebs	2 times per day
Dust ceiling vents, light fixtures, and picture frames	2 times per day
Dust ledges and windowsills	2 times per day
Clean and disinfect sinks, toilets, and urinals	3 times per shift (or as needed)
Clean and polish restroom dispensers and fixtures	2 times per day
Clean restroom glass	2 times per day
Spot clean toilet partitions	As needed
Wash restroom partitions with germicidal cleaner	1 time per month
Wet mop all restroom floors with germicidal cleaner	1 time per day (or as needed)

Clean and polish restroom metal in Baggage Claim	2 times per week
Restock FT, A & B Concourse restroom paper and soap products	3 times per shift
Clean and disinfect the Delta restrooms	1 time per day
Restock Delta restrooms	2 times per day
Empty restroom trash	3 times per shift
Vacuum A & B Concourse jet bridges	2 times per day
Vacuum Front Terminal walk-off mats	As needed
Vacuum carpeted areas, elevators, staircases, and hallways	2 times per day
Detail vacuuming edges and corners	2 times per day
Dustmop hard surface floor areas	2 times per day
Spot mop for spills on all hard surface floor areas	As needed
Damp mop hard surface floor areas	As needed
Dust baseboards	2 times per day
Remove black marks and scuff marks from the terrazzo flooring	2 times per day
Scrub Front Terminal terrazzo floors	Everyday
Buff Front Terminal terrazzo floors	1 time per week
Bonnet clean/shampoo carpets (using Phoenix floor machine)	As needed

TSA

Service	Frequency
Clean and disinfect restrooms in checkpoint	2 times per day
Empty public area trash in checkpoint	2 times per day

Empty trash, clean tables, sweep & mop front and back of checkpoint	1 time per day
Vacuum walk-off mats	1 time per day
Empty administrative office area trash and vacuum	1 time per day with an escort
Clean and disinfect breakroom kitchen counters and tables	3 times per week
Empty trash, dustmop and mop the breakroom	3 times per week
Empty trash, dustmop and mop the screening room	3 times per week
Clean and sanitize the tables in the screening room	3 times per week

Administration

Service	Frequency
Clean and disinfect admin breakroom kitchen counters and tables	2 times per day
Clean kitchen sink (if empty)	2 times per day
Clean and disinfect exterior of appliances	2 times per day
Empty breakroom trash	2 times per day
Empty office trash in admin/ops hallway	1 time per day
Dust and sanitize fixtures and office furniture in admin/ops hallway	1 time per week
Empty boardroom and training room trash	2 times per day
Dust and sanitize countertop/furniture in boardroom and training room	2 times per day
Clean and disinfect restrooms in admin/ops hallway	2 times per day
Clean and disinfect restroom in boardroom	1 time per day
Clean and empty trash from the IOCC	2 times per day

Sweep and mop the IOCC	1 time per week
Sweep and mop stairways on both ends of the ops hallway	2 times per week
Vacuum airport administrative office area	1 time per week
Vacuum boardroom and training room	2 times per week or as needed

Seasonal Floor Care

Service	Frequency
Stone polish, scrub, and recoat floors	1 time per year
Strip & Wax	1 time per year
Carpet Extract	As needed
Scrub tile and grout	1 time per month
Shampoo Jet Bridges	As needed
Shampoo front breezeways	As needed
Deep clean and scrub floors in all restrooms	1 time per month

Attachment 2

SERVICE FEES

Custodial Services

Service	Fee / Cost	Cost Structure
Total:		

Exhibit A

FAA CONTRACTUAL REQUIREMENTS

During performance of the Services, Service Provider agrees to comply with Federal Aviation Administration (“FAA”) requirements. For purposes of this document, any reference to “Bidder”, “Offeror” or “Contractor” shall also mean “Service Provider.” Any reference to the “Contract” shall mean the Custodial Services Agreement entered into LFUCAB and Service Provider. Any reference to “Owner” shall also mean “LFUCAB.” Service Provider agrees to comply with the following requirements provided herein or incorporated herein by reference:

A. **Civil Rights – General.** In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

B. **Title VI List of Pertinent Nondiscrimination Acts and Authorities.** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. **Title VI Clauses for Compliance with Nondiscrimination Requirements.** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LFUCAB or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to LFUCAB or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, LFUCAB shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

(b) cancelling, terminating, or suspending this Contract, in whole or in part.

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

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