

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **STAR TELECOMMUNICATIONS, INC.**, a Colorado corporation whose address is 7717 W 6th Ave, Unit B, Lakewood, CO 80214 (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City awarded this Agreement to the Contractor through a competitive selection and the City’s Executive Order 8 to for cable installation services (this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the City’s Chief Information Officer (“CIO”) or other designated personnel of the Department of Technology Services (“Agency” or “TS”).
2. **SERVICES TO BE PERFORMED**: As the City directs, the Contractor shall diligently undertake, perform, and complete the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction and in accordance with the standards set forth in the attached **Exhibit B**. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
3. **ON-CALL SERVICES AND ORDERS**
 - 3.1. To initiate a Task Order, the City will provide a request to the Contractor describing the general scope and intent of the Work it desires the Contractor to perform under that Task Order. The Contractor shall submit a proposal, which shall include a quote, to the City in response to the City’s request. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained therein. Each Task Order shall include a detailed scope of Services, level of effort, timeline for completion, rates or fixed fee pricing, and payment schedule, including a “not to exceed” amount, specific to each Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.
 - 3.2. The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has

specifically directed otherwise in writing. The Contractor agrees to fully coordinate its provision of Services with any third party under contract with the City doing work or providing Services which affect the Contractor's performance.

3.3. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and Services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

4. TERM: This Agreement will commence on February 1, 2024, and will expire, unless sooner terminated, on February 1, 2029 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

5. COMPENSATION AND PAYMENT

5.1. Fee: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the fees described in the attached **Exhibit A**. Amounts billed may not exceed rates set forth in **Exhibit A** and will be made in accordance with any agreed upon payment milestones.

5.2. Reimbursable Expenses: There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

5.3. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

5.4. Maximum Contract Amount

5.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Five Million Dollars (\$5,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

5.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years.

This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. AMERICAN RESCUE PLAN ACT FUNDS

6.1. The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) and as amended by the Consolidated Appropriations Act 2023, Public Law No. 117-328 (December 29, 2022) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021, and ends on December 31, 2024:

6.1.1. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

6.1.2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

6.1.3. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

6.1.4. To make necessary investments in water, sewer, or broadband infrastructure.

6.2. The Parties further acknowledge that ARPA Funds may also be used to cover those eligible costs incurred by the City during the period that begins on December 29, 2022 and ends on December 31, 2024:

6.2.1. To provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs;

6.2.2. Subject to restriction, to fund certain surface transportation-related projects under limited U.S. Department of Transportation programs; or

6.2.3. Subject to certain restriction, to fund projects eligible under Title I of the Housing and Community Development Act of 1974, which includes any projects that are currently eligible activities, programs, and projects under Community Development Block Grant and Indian Community Development Block Grant authorization.

6.3. The Contractor shall only utilize ARPA Funds for the purposes described in this Agreement. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit E**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor

for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

- 6.4.** The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024, or as amended by law. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026, for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026, may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.
- 6.5.** To the extent that the Contractor’s services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.
- 7. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.
- 8. TERMINATION**

- 8.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.
 - 8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 8.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
 - 8.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.
 - 8.5. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools, and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE."
9. **EXAMINATION OF RECORDS AND AUDITS:** The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to

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

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

11. INSURANCE

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

- 11.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 11.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability—if required, the Contractor's insurer shall waive subrogation rights against the City.
- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 11.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 11.9. Professional Liability (Errors & Omissions):** The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

12. DEFENSE AND INDEMNIFICATION

- 12.1.** The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 12.2.** The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim.

The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

13. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

14. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

16. INUREMENT: The rights and obligations of the Parties to this Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of this Agreement.

17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other

than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

- 18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 19. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 20. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 21. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail, or mailed via United States mail, postage prepaid, if to the Contractor at the address above and to City at the addresses below: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with a copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Notices hand delivered, sent by electronic mail, or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.
- 22. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement.
- 23. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws,

regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

- 24. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 25. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated.
- 26. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's sole responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.
- 27. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
- 28. PREVAILING WAGE REQUIREMENTS**
- 28.1.** The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In

the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

28.1.1. Date bid or proposal issuance was advertised: September 26, 2023.

28.2. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

28.3. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under the Agreement and shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

29. MWBE/SBE PARTICIPATION

29.1. This Agreement is subject to Article III, Divisions 1 and 3 of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “DSBO Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is 7%.

29.2. Under § 28-68, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless the City initiates a material modification to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other contract modifications under § 28-70, D.R.M.C. The Contractor acknowledges that:

29.2.1. If directed by DSBO, the Contractor is required to develop and comply with a Utilization Plan in accordance with § 28-63(c), D.R.M.C. Along with the Utilization Plan requirements, the Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO.

29.2.2. If contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-70,

D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change by the City.

29.2.3. If amendments or other contract modifications are issued under the contract that include an increase in the scope of work of this Agreement, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be promptly submitted to DSBO for notification purposes.

29.2.4. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. The Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with § 28-70, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-64 and 28-73, D.R.M.C., with regard to changes in scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-64, 25-70, and 28-73, D.R.M.C., with respect to the modified dollar value or work under the contract.

29.2.5. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-72, D.R.M.C., regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

29.2.6. Termination or substitution of an MWBE subcontractor requires compliance with § 28-73, D.R.M.C.

29.2.7. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-76 of the DSBO Ordinance.

29.2.8. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

30. LEGAL AUTHORITY: The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

31. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

32. PROHIBITED TERMS: Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's

liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

- 33. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.
- 34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
- 35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 36. INTELLECTUAL PROPERTY RIGHTS:** The Parties intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor (collectively, "Contractor Materials") made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services, are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

37. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

38. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

39. CONFIDENTIAL INFORMATION

39.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

39.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

39.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was

not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

39.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (“CORA”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

40. DATA PROTECTION: The Contractor shall comply with all applicable federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data’s classification relevant to the Contractor’s performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

41. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

42. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

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

- 44. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 45. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 46. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- 47. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Physical Security of Technology Systems; **Exhibit C**, Certificate of Insurance; **Exhibit D**, Prevailing Wage; **Exhibit E**, Coronavirus Local Fiscal Recovery Fund; and **Exhibit F**, Federal Provisions.

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Contract Control Number: TECHS-202371636-00
Contractor Name: STAR TELECOMMUNICATIONS, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202371636-00
STAR TELECOMMUNICATIONS, INC.

By: DocuSigned by:
Jeanne Dindinger-Martinez
4E068E89DC6D43B...

Name: Jeanne Dindinger-Martinez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A - SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

SECTION A

A.1 OVERVIEW

Contractor shall provide telecommunication cabling and services technicians for the City's Technology Services Department.

Additional Technicians: Upon notice at prescheduled weekly meetings with the City, Contractor shall provide, on an as-needed basis, a "surge force" of qualified technicians to accommodate the City's schedules and needs. (Minimum quantity: as required to keep/meet delivery and performance schedules). No "surge force" technicians shall be provided without prior notice and approval by the City.

Subcontractors: If necessary, Contractor shall provide by way of subcontractor(s), jobs and services by persons qualified to perform such services. (Minimum quantity: as required to keep/meet delivery schedules or repair turn around.)

A.2 REQUIRED TECHNICIAN SERVICES:

Contractor shall provide the following services using persons qualified to perform such services:

- Conduit installation
- Fiber termination/splicing
- Cable locating, repair and testing
- Large scale outside plant installation
- Large Scale construction projects
- CAD/Blue beam documentation and support
- Related services

A.3 RESPONSIBLE PARTY:

Contractor shall at all times have on file with the Director of Technology Services Service Delivery or their authorized representative, the name, address, and telephone number of the person in charge of and responsible for its operations. This is the escalation person for all issues with Project Lead, Technicians and billing. The same information must be provided for an alternate person in the event that the primary responsible party is unavailable for any reason whatsoever. Background check is required for all technicians working on site. Contractor will at all times have the Program Manager or management representative, who may act on behalf of the company, available to respond to City premises within one (1) hour after notification of an issue as deemed by the Chief Information Officer of the City or their authorized representative.

A.4 INVOICING AND MONTHLY STATEMENT:

Invoice must include the following:

- Items/Services listed individually; matching job quote/work order lines
- Unit price extended and totaled
- Quantity of service provided – hourly rate
- Invoice number and date
- Payment terms
- Job number, job address (location where work performed)

- For milestone billing, identify partial billing on invoice and sequence (e.g., partial inv #1, partial inv #2, final inv #3)
- Invoices delivered via email to Infrastructure team and Infrastructure team bill processor, 1 day prior to weekly meeting
- No monthly statements are required
- Submit billing issues/troubles to Infrastructure team bill processor within 60 days of initial bill date

A.5 CITY REQUIREMENTS:

1. Prevailing Wage

- Contractor will use the identified Electrician Prevailing Wage rates when installing data cabling, conduit, or fiber optic cable. When performing TV installations or other duties that do not require low voltage, Contractor will use the Construction Prevailing Wage. All overtime must be approved and scheduled as part of the project prior to work beginning.

2. Technician Required Performance:

1. MOVES:

Move telephone systems, and/or workstations when necessary, and connect to Service Provider/ City/ Interface.

2. ADDS:

Add telephone systems, video conferencing units, and/ or workstations and necessary cabling, to connect to Service Provider/ City Interface.

3. CHANGES:

Reconfigure system and/ or workstations as required in the Scope of work and at the direction and approval of Technology Services.

4. REPAIRS:

Repair and/ or troubleshoot until repaired, all systems currently in use, or later purchased, by the City. If Contractor is unable to perform a specific repair or if Contractor deems that factory service is required, Contractor will notify the City and act on the City's direction to complete the problem.

5. UPDATE CITY DOCUMENTATION:

Contractor will be responsible for providing to the City upon completion of individual jobs:

- Job description including locations where applicable
- Schematics
- Floor plans that detail the cabling/wiring provided and how it has been placed.

Such schematics are subject to review and City approval. The acceptable format for such schematics is VISIO, AutoCAD, or Bluebeam/PDF. The acceptable labeling format for the documentation is: <site address> | <date>.

A.6 PROJECT MANAGEMENT:

Contractor must identify a project manager that will be the point of contact for all work performed in relation to providing technicians/electricians to perform cabling as needed. The costs for the manager are to be included in the hourly rates.

The project manager shall perform the following tasks:

1. Provide written weekly status of assigned projects, including percentage complete and technician hours used.
2. Identify a Lead Technician assigned to the specific task/job that will be the point contact on site for each task/job.
3. Manage employees
 - To meet City approved hours and assure best use of time and resources
 - Ensure employees use their timecards correctly
 - Have knowledge of the location of their technician(s)/employee(s) at all times
 - Comply with all OSHA standards or standards as required by the job
4. Attend the following:
 - Weekly project meeting with City designated personnel
 - All pre-job site inspections with a 24 hour or one (1) business day notice from the City. Note: The City anticipates that more notice will be given but as a minimum the City expects that Contractor be able to attend such meetings/site inspections with only 24-hour notice.
 - Meet with site superintendent/facility manager for scheduled work.
 - Walk-through at the completion of the job for City acceptance. Job completions will include:
 - i. Clean-up of all work areas
 - ii. Return and restock of unused materials
 - iii. Verification of materials used
 - iv. Presentation of updated floor plans showing jack locations. (VISIO, AutoCAD, or Bluebeam required)
 - v. Provide Cable and Fiber Test Results documentation addressed and documented by site from Fluke Cable certified tester.
 - vi. Oversee the repair of any/all damage from work performed
 - vii. Ensure that the City has signed off and accepted the completed task/job
5. Handle construction changes with contractors and City engineers. All changes will be tracked on a change form and approved by Technology Services before work proceeds.
6. Handle all repairs/corrections at Contractor's expense if need for repair is due to error by Contractor's employees.
7. Submit final project invoices within 10 business days of the completion of work.
8. Submit final project drawing within 10 business days of the completion of work
9. Be responsible for updating CAD/PDF construction drawings with jack, phone room locations and labels. When requested, supply pictures (jpeg format) of all corrected work to avoid additional site inspections.
10. Project Manager must make sure all the Technology Fit and Finish are followed by technicians. Technology Fit and Finish are an attachment to the contract and will be provided to the awarded contractor during contract negotiations.
11. All work requests or changes to existing project requested by other Agencies other than Technology Services will be reported to Technology Services for approval prior to work being performed. Invoices for such work that are presented without this prior approval are subject to delayed payment by the City.
12. Supply test and installation equipment, at no cost to the City, such as:
 - Fluke meters
 - fiber OTDR
 - fusion splicer - able to handle AFL Telecommunications fiber heads
 - parts transport,
 - Other instruments as needed at no additional cost to the City.

13. Identify when Subcontractors are needed, for core drills, trenching, building x-rays, lift rentals etc. These costs may be passed to the City as part of the install quote.
14. Meet Prevailing Wage requirements prior to submitting an invoice.

A.7 TELECOMMUNICATIONS TECHNICIAN/CABLING

The City will attempt to provide a minimum of ten (10) business days' notice for projects requiring a technician(s). All overtime must be pre-approved by the City. Projects are provided with two (2) weeks' notice so that schedules can be adjusted to accommodate City work in the normal 40-hour work week.

1. TELECOMMUNICATIONS TECHNICIAN TASKS:

Contractor will perform the following tasks in accordance with the City's Physical Security of Technology Systems Common Standards, Maintenance, and Operations Policy and Physical Security of Technology Systems Policy. This Policy is attached herein as Exhibit B.

- Pull and terminate all types of voice, data and fiber cables.
- Label voice, data jacks, patch panels, and backboard
- Perform cable certification test with documentation (data cable to CAT-5E, CAT-6 and CAT- 6A) Certification with Fluke meter and deliver result documentation)
- Perform Alien Crosstalk cable certification test for 10Gigabit Ethernet over UTP copper when designated and deliver result documentation.
- Perform TIP and Ring Testing
- Perform T-1 Circuit installation and testing
- Perform Centrex line installation and testing
- Perform Fiber test with Fluke meter or OTDR test on Single mode up to 10 miles.
- Perform Fiber test with Fluke meter or OTDR test on Multi-mode (including 50-micron, 50-micron OM3 and 62.5 micron) up to 2000 feet.
- Demolition of existing cabling and placing in proper trash or recycling areas (Identified by the City during site inspections)
- Pull materials from City warehouse according to Job materials sheet, deliver to work site and restock unused parts
- Extend high speed voice and data circuit from Demarcation Point, T-1 etc.
- Provide on PDF, floor plans in VISIO, Bluebeam and or AutoCAD format
- When requested, supply pictures in jpeg format of all corrected work to avoid additional site inspections.
- Provide the customers signature approving the completed work. (Approval Sheet)

A.8 ELECTRICIAN:

Contractor will provide an electrician to perform conduit work and limited electrical work that may be required on some cabling jobs.

The hourly rate will be based on a forty (40) hour work week for on-call electricians not including City designated Holidays and designated City close of business days. Overtime must be scheduled as part of the project.

Tasks for Electricians:

- Contractor must be able to pull electrical permits for conduit work
- Install conduit as required to meet electrical and low voltage cabling requirements
- Install electrical circuits as part of the remodel in existing buildings from existing electrical panels

A.9 SITE INSPECTION:

Contractor must perform inspection of site(s) assigned by City personnel that are in need of cabling in relation to the City's technical requirements/standards and familiarize themselves with any conditions which may affect the performance of the work.

A.10 SERVICES PERFORMANCE PROVISIONS:

Contractor will be responsible for obtaining any and all permits (including the cost thereof) required to perform this service. Cost of permits will be provided to Technology Services to be included in the project description to the customer.

In addition to the service specifically required herein, Contractor may be required to perform related ground transportation duties as assigned by the City from time to time at the same hourly rate established for other services herein. Those related duties include but are not limited to retrieving parts from on- or off-site. These tasks would fall under the task for the duties of the cable Technicians. These trips shall only be paid for if the Contractor has preauthorization from the City project manager prior to such events occurring.

A.11 FACILITY BADGES AND SECURITY:

Contractor's technicians will be provided City badges to work in certain buildings. Police background checks will be required by the City to be conducted prior to badges being issued. The information discovered through a check may result in a technician's disqualification from the project. Contractor is required to keep this information on record regarding all technicians and sub-contractors assigned to City jobs. Such information will be no older than one year.

Contractor will promptly meet with the Technology Services and Facility Planning Management to establish badging requirements for Contractor's operations under the resulting contract. Contractor will obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the City facilities to perform work or make deliveries and will be responsible for each such person's compliance with all City rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his access authorization. The failure of Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

Contractor will return to the City at the expiration or termination of the resulting contract, termination of an employee, or upon demand by the City, all access keys or access badges issued to Contractor or Contractor's employee for any area of the City, whether or not restricted. If the Contractor fails to do so, Contractor will be liable to reimburse the City for all the City's costs for work required to prevent compromise of the City security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under the resulting contract. The City reserves the right to require that the Contractor reassign or remove from City property any employees whose performance, in the opinion of the City, has been unsatisfactory.

Contractor will be required to maintain the security of an area by locking all doors prior to leaving an area, communication closet or computer room. Secured doors will not be propped open without City approval.

A.12 REQUIRED SAFETY OPERATION PERMITS:

Contractor will be responsible for obtaining any and all permits (including the cost thereof) required while performing this service. Such permits may include the closing of a lane(s) of traffic to perform the service. Moreover, the Contractor will be responsible for all rules, regulations, ordinances, and routine/customary construction/maintenance standards as they relate to construction zone management including (but not limited to) construction zone (cone zone) definitions, use of traffic "flagman", hiring of temporary traffic control police, appropriate traffic control approach/departure merge lanes and related warning signs etc. The service will be in complete compliance with City of Denver's rules and regulations regarding such measures. Contractor will comply with The Manual on Uniform Traffic Control Devices, or MUTCD which defines the standards used by road managers nationwide to install and maintain traffic control devices on all streets and highways. The MUTCD is published by the Federal Highway Administration (FHWA) under 23 Code of Federal Regulations (CFR), Part 655, Subpart F. An electronic versions of the MUTCD is available on Denvergov.org at the following link: <http://mutcd.fhwa.dot.gov/>.

A.13 INSPECTION OF WORK SITE:

The City shall at all times have the right to inspect the work and materials used to perform this service. Contractor will furnish all reasonable aid and assistance required for the proper examination of the work and all parts thereof. Contractor will regard and obey directions and instructions of the City's Chief Information Officer (CIO) or their authorized inspectors, when such directions or instructions are consistent with the plans and specifications for the improvements to be constructed hereunder; provided, however, that should the contractor object to any order given by the City's authorized inspector, they may make a written application to the City's Chief Information Officer (CIO) for their decision, which decision shall be final and conclusive. Such inspection shall not relieve the contractor from the obligation to construct the improvements strictly in accordance with the approved plans and specifications or any approved modification thereof.

A.14 PROTECTION OF PROPERTY:

The contractor shall assume full responsibility and expense for the protection of all public and private property, structures, watermains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of personnel and materials in connection therewith. The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

A.15 METHODS OF OPERATION:

Construction work started by the contractor on any unit of their contract must be continuously and actively pursued with an optimum complement of personnel and equipment to expedite completion in the shortest possible time. The Contractor shall organize to do this construction eight hours per day from Monday to Friday inclusive in each week, excluding legal holidays.

All work shall be accomplished by workers proficient and experienced in the trades required and in an orderly and responsible manner in accordance with recognized standards and the plans and specifications.

Premises shall be kept clean and neat. Materials, scrap and equipment not having further use at the site shall be promptly removed from the job site. Disposal of contractor's waste materials in the City's containers is prohibited unless prior permission has been granted.

A.16 OSHA GUIDELINES:

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

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

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

A.17 CONTRACTOR'S PERFORMANCE:

Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities designated. The Chief Information Officer (CIO) or their authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the CIO or their authorized representative, performance becomes unsatisfactory, the City shall notify the contractor.

The contractor will have 1 day (24 hours) from the time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the purchase order for default.

A.18 BACKGROUND CHECKS AND DISQUALIFICATION

Because of the nature of the scope and requirements herein for the City, Contractor, at its expense, must conduct, or have previously conducted a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. Background checks are to be conducted through an independent background check third-party and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);

- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work proposed within this Agreement, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract. All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Contracts for work at the following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- DPD Crime Lab
- Medical Examiner
- Denver Sheriff's Department

Other City locations may also require a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

All work to be completed under the resulting contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The [CJIS Security Policy](#) written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities.

The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more.

The CBI CJIS Contractor Management Program is designed to help contractors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

There are two options for completing this process prior to starting any work:

Option #1: CJIS Access Contractor Program – Through Colorado Bureau of Investigation (CBI)

This option is to complete the process through the Colorado Bureau of Investigation (CBI) contractor program. Contractors can review the requirements at <https://cbi.colorado.gov/sections/cjis-security/cjis-contractor-management-program/cjis-access-contractors>. There is a fee of \$39.50 per individual (as of 1/1/2022), but it takes the least time to complete. Contractors shall follow the steps outlined on the website. This process allows individuals to complete the fingerprinting at any number of locations throughout the metro area.

This is the preferred option and is required when there are more than two (2) employees (including subcontractors) requiring CJIS Training.

Option #2: NCIC CJIS Request – Through City and County of Denver 911 NCIC Division

City's process, which is free, takes longer to complete due to staffing limitations. Inquiries may be made at the following email: NCICBackgroundandCJISRequests@denvergov.org.

The City's process requires:

- Each person fills out the CJIS Training Request Form and return it to their city representative. The representative will then drop it in the "Contractor CJIS ID Process" Team and log it on the CJIS Contractor Spreadsheet.
- The ASAs will then contact the contractor to schedule their fingerprint appointment and go downtown to the Police Administration Building - 1331 Cherokee St. to be fingerprinted.
- Once fingerprinting is complete the ASAs will email the CJIS application NCICBackgroundandCJISRequests@denvergov.org, the background will be completed and the individual will receive an email directing them to complete an online CJIS training that takes about 10- 15 minutes.
- At the end of the course they'll need to print and send the completion certificate to NCICBackgroundandCJISRequests@denvergov.org.

Please note: This is the secondary option and may be utilized if two (2) or less employees require CJIS Training.

Please note that the CJIS Training is good for a period of two (2) years and can be renewed before the expiration date.

A.19 PREVAILING WAGES

This Agreement shall be subject to the following provisions concerning prevailing wages.

The main wage rates are:

- Election Rate for all low voltage cabling activities
- Construction Rate for other duties to be determined by Technology Services

Wages can be found here: <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Auditors-Office/Denver-Labor>

- The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- The Contractor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under
- D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers.
- The contractor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- The contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- If the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- The contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors.
- The copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- If any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

The Contractor and every subcontractor under this contract shall:

- Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of Section 20-76 of the Revised Municipal Code.
- Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the contractor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the contractor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009

SECTION B: PRICING INFORMATION

This section shall include a description of the costs and prices. All percentages shall be firm and fixed.

ITEM NO. 1: Technician, Standard Business Hours, Non-Standard Business Hours

Prevailing Wage Rate (as of 11/30/2023)	\$61.58
Contractor's Percentage Markup	73%
Total Labor Hourly Rate (Standard Hours)	\$106.58*
Contractor's Overtime Rate Per Hour Percentage Markup– Monday-Friday	73%
Total Overtime Rate Per Hour – Monday-Friday:	\$159.87*
Contractor's Overtime Rate - Sundays & City Holidays	73%
Total Overtime Rate - Sundays & City Holidays	\$159.87*

*Should Prevailing Wage rates increase during the term of this agreement, Contractor is allowed to increase the Total Labor Hourly Rate, Total Overtime Rate (Monday – Friday) and Total Overtime Rate (Sundays & City Holidays) as long as the Contractor's Percentage Markup remains constant.

Item NO. 2: Materials Markup

Materials Markup (percentage added to materials costs)	20%
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Physical Security of Technology Systems Common Standards, Maintenance, and Operations



Standard #	POL0020129
Effective Date	April 15, 2022
Last Updated Date	January 8, 2022
Revision	1.0
Authority	TS Policy, Physical Security of Technology Systems (POL0020086).
Sponsorship	Technology Services Infrastructure and Operations
Governance	
Category	Technical Governance
Supportnow	[Servicenow link]
DenverHub	[DenverHub link]

1. Purpose

To provide necessary and sufficient direction and governance to City Departments and Agencies and their vendor partners to successfully manage, operate, and administer Physically Secure Locations (inclusive of technology infrastructures and spaces) within their organization. The operation and administration of Physically Secure Locations are a Mission Essential Function of Technology Services and is critical to sustainability, reliability, and is a foundational expectation of, the continuity plans throughout the City.

2. Scope

This standard applies to all Physically Secure Locations that are governed under the Physical Security of Technology Systems Policy.

2.1. User Applicability

This policy applies to all City employees (including Career Service, Civil Service, Classified Service and Non-Career Service employees, appointees, and elected officials), contract employees, volunteers and contingent workers, and vendor partners who gain access to Physically Secure Locations.

2.2. Regulatory Guideline

- American National Standards Institute / Telecommunications Association Industry (ANSI/TIA) Latest promulgations.
 - Administration Standard for Telecommunications Infrastructure, TIA-606
 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards, TIA-568.2
 - Broadband Coaxial Cabling and Components Standard, TIA-568.4
 - Commercial Building Telecommunications Cabling, TIA-568.1

- Customer-Owned Outside Plant Telecommunications Infrastructure Standard, TIA-758
- Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises, TIA-607
- Generic Telecommunications Cabling for Customer Premises, TIA-568.0
- Healthcare Facility Telecommunications Infrastructure Standard, TIA-1179
- Optical Fiber Cabling and Components Standard, TIA-568.3
- Residential Telecommunications Infrastructure Standard, TIA-570
- Standard for Sustainable Information Communications Technology, TIA-4994
- Structured Cabling Infrastructure Standard for Intelligent Building Systems, TIA-862
- Telecommunications Infrastructure Standard for Data Centers, TIA-942
- Telecommunications Infrastructure Standard for Educational Facilities, TIA-4966
- Telecommunications Infrastructure Standard for Industrial Premises, TIA-1005
- Telecommunications Pathways and Spaces, TIA-569
- Telecommunications Physical Network Security Standard, TIA-5017
- ASHRAE, Thermal Guidelines for Data Processing Environments
- City and County of Denver, Denver Building and Fire Code, (Latest promulgation) [This may be replaced by the applicable jurisdiction's code when the location in question is not within the City and County of Denver proper.]
- US Department of Commerce, Guidelines for the Use of PIV Credentials in Facility Access, NIST SP 800-116.
- US Department of Homeland Security, Common Identification Standard for Federal Employees and Contractors, HSPD 12
- US Department of Homeland Security, NIMS Guideline for the Credentialing of Personnel, August 2011

2.3. Roles and Responsibilities

Role	Responsibility
Chief Technology Officer, Technology Services	Policy 13, Physical Security of Technology Systems issued under Executive Order 18, obligates and authorizes the CTO to properly implement and maintain Technology locations in accordance with City policy. CTO shall issue policy standards, quality assurance criteria, and other guidance as necessary.
Directors – Infrastructure and Operations, Technology Services	Directors are authorized and obligated to administer, provide for operational consistency, and ensure compliance of City policy and its associated policy standards throughout their organization, teams, and vendors. As necessary, Directors shall cause to be issued operating procedures, guidelines, and other documents to define expectations, clarify tasks or priorities, define quality control activities, define quality control reporting

Role	Responsibility
	methods, and communicate City policy and standards within their organizations.
Managers – Infrastructure and Operations, Technology Services	Managers are authorized and obligated to ensure the accurate, complete, and timely implementation and maintenance of Technology through execution, training, operational management, performance of quality control activities (thereby ensuring operational parity), performance of corrective actions, and providing guidance for City policy, associated policy standards, and other documents to their team, contingent workers, and vendors.
Employees	Understand and comply with this policy standard and other associated documents in their work and in any work being performed by contingent workers or vendors under their escort. Document – in a complete, accurate, and timely fashion – any aberration, issue, or violation of standard in the appropriate system of record.
Contingent Workers and Vendors	Understand and comply with this policy standard and other associated documents in their work and in any work being performed by their employees, other contingent workers, sub-contractors, or other vendors under their supervision or escort. Document – in a complete, accurate, and timely fashion – any aberration, issue, or violation of standard in the appropriate system of record.
Facilities Management, Department of General Services	Section 2.9.3 (D) of the Municipal Charter authorizes, requires, and obligates the Department of General Services to manage, operate, care, repair and maintain municipal structures and buildings. Section 3.1 (e) of Executive Order 100 further requires and obligates Facilities Management to perform maintenance and related services such that best practice, legal, and regulatory requirements are met. Section 3.1 (f) of Executive Order 100 requires and obligates Facilities Management to simplify the reporting of routine and emergency maintenance problems.
Denver Security Office, Department of General Services	Section 4 of Executive Order 6 authorizes, requires, and obligates the Department of General Services to coordinate and provide physical security for municipal structures and buildings.

Role	Responsibility
Division of Real Estate, Department of Finance	Chapter 1 of Executive Order 100 authorizes, requires, and obligates the Division of Real Estate to evaluate, acquire, manage, lease, and dispose of real property and facilities for the City such that best practice, legal, and regulatory requirements are met.

3. Standard

This standard sets the foundation for the physical infrastructure for the City and County of Denver to provide consistent, universally maintainable, and fiscally responsible physical systems and environments. This standard specifies a common set of industry and operational standards that will support Technology using generic telecommunications cabling in a multi-product, multi-vendor environment. This standard provides a uniform operational and administrative approach that is independent of applications and vendors, which may change several times throughout the life of the infrastructure.

It establishes guidelines for City agencies, employees, manufacturers, consultants, contractors, designers, installers, and facility administrators involved in the operation and administration of the City’s infrastructure.

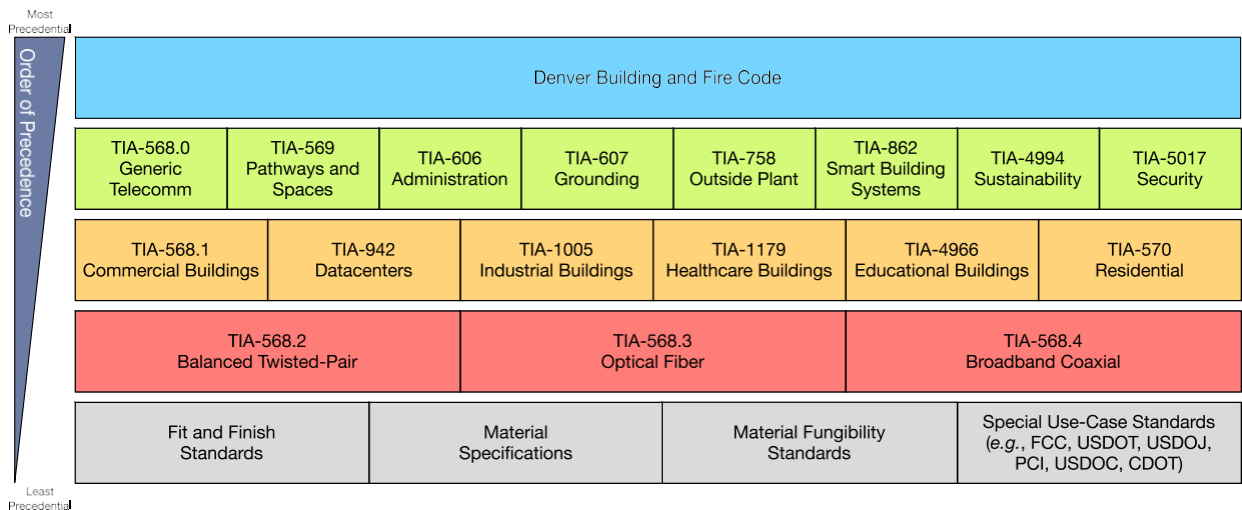


Table 1: Relationship and Order of Precedence of Physical Standards

This standard is intended to increase the value of the City’s investment in the infrastructure by reducing the labor expense of maintaining the system, by extending the useful economic life of the Technology, by reducing overall cyber risk, by enhancing sustainability and resiliency, and to provide effective service to users. The concepts in this standard should be extended to other systems (e.g., operational technology systems and ICS such as building automation systems, security, and audio/visual) that are in harmony with the Technology ecosystem.

3.1. Industry Standard and Best Practice Competent Authority

Much like Community Planning and Development in conjunction with the Denver Fire Department has adopted the International Building Code (IBC), National Electric Code (NEC), and the International Fire Code (IFC) and others to provide the foundation for the Denver Building and Fire Code, the City has chosen to build upon the standards approved

by the Telecommunications Industry Association (TIA), the American National Standards Institute (ANSI), the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), ASTM International (ASTM), as well as the National Institute of Standards and Technology (NIST) for Technology.

TIA and ANSI have more than 60 organizations within the telecommunications industry (including manufacturers, consultants, end users, and other organizations) contributing their expertise to the development of their standards. While ASHRAE has more than 132 countries within the HVAC industry (including manufacturers, consultant, engineers, and end users) contributing to their standards. Further, and, arguably most importantly, the standards put forth by TIA, ANSI, ASHRAE, ASTM, and NIST are recognized as industry standard and best practices by both governmental and industry regulatory bodies (e.g., Payment Card Industry, US Department of Health and Human Services, US Department of Transportation, Federal Communications Commission, and US Department of Justice FBI CJIS) and provide the foundation from which they build their regulations.

Therefore, the City joins with PCI, USDOJ, USDOT, USHHS, FCC, and others, and recognizes and determines that the TIA, ANSI, ASHRAE, ASTM, and NIST to be the competent authority defining industry standards and best practices.

These standards are reviewed regularly within every 5 years. At that time, the standards are reaffirmed, revised, or withdrawn according to the submitted updates. City Departments and Agencies and their vendor partners should proceed using the most current and promulgated revisions or updates as soon as they are available as those revisions and updates are the best practice of the industry.

The industry standards generally have two categories of criteria:

- Mandatory requirements. Which are designated by the word “shall.” Mandatory criteria generally apply to protection, performance, administration and compatibility; they specify minimally acceptable requirements.
- Advisory requirements. Which are designated by the words “should,” “may,” or “desirable” which are used interchangeably. Advisory criteria are presented when their attainment may enhance the general performance of the Technology system in all its contemplated applications.

The City and County of Denver has adopted these criteria categories. Technology Services reserves the right to clarify criteria and set precedence in any Special Use-Case Standard.

3.2. Precedence of Standards and Guidance for Physically Secure Locations

Physical Security is the foundational, paramount, and first-order term in the City’s overall cyber risk calculus. As with any hierarchy of documents, there is a risk of conflict, contradiction, ambiguity, and otherwise competing guidance resulting from different sources and documents. Accomplishing and providing physical environments and security for city critical technology infrastructure has direct impact on multiple City agencies and departments. Knowing this, hierarchical clarity, with respect to physical environment and security’s contribution to protecting city critical technology infrastructure, city protected information, and the associated network and technology as subject to applicable local, state, or federal statute, regulatory oversight, and other industry standards, is necessary.

Within the City and County of Denver, document precedence is generally ordered from (a) City Charter, (b) DRMC, followed by (c) Executive Order. This standard’s authority stems directly from Executive Order 18 through Policy 13 – Physical Security of Technology Systems. Therefore, in the case of any conflict, contradiction, ambiguity, or otherwise

competing guidance between this document and other City documents and industry standards, this standard shall take precedence and shall control, followed by standards from Table 1 in the established precedential order.

Nothing in this section prevents a more strict or technically stringent standard to be applied and used within the City; however, all of minimum requirements of this standard must be met or exceeded.

3.3. Governance and Maintenance of Physically Secure Locations

Physically Secure Locations, which include all technology infrastructure spaces and communication pathways, shall be primarily governed and maintained in accordance with published standards in the ordinal list found in Table 1.

3.4. General Hygiene and Maintenance

Physically Secure Locations shall be kept in a well-maintained, clean, and hygienic manner. It is important to note, that it cannot be assumed that City custodial, janitorial, maintenance, or other City staff have unescorted access; therefore, the onus for §3.4.3 and §3.4.4 remains with the personnel gaining entry and doing work within these to Physically Secure Locations.

- 3.4.1. The following items are forbidden to be brought into or stored within technology infrastructure spaces and communications pathways for any reason:
 - 3.4.1.1. Food and drink of any sort regardless of type of container (*e.g.*, water bottles)
 - 3.4.1.2. Combustible materials of any sort (*e.g.*, cardboard shipping boxes, shipping crates, paper, wood pallets)
 - 3.4.1.3. Electromagnetic or other devices which could interfere with computer and communications equipment
 - 3.4.1.4. Hazardous materials and dangerous goods of any sort (*e.g.*, explosives, radioactive materials, fuels, paint, oxidizers, poisons)
 - 3.4.1.5. Lethal and less-than-lethal weapons (properly sanctioned and credentialed law enforcement officers and investigators are exempt)
- 3.4.2. Photography, videography, and other imaging methods are forbidden in technology infrastructure spaces and communication pathways without the express written approval of the CTO or CIO.
- 3.4.3. Floors, walls, ceilings, and aisles shall be kept:
 - 3.4.3.1. Clean, and free of dust and dirt; and
 - 3.4.3.2. Surfaces should be sealed or otherwise treated to reduce unwanted air-born particulate matter and dust; and
 - 3.4.3.3. Dry, and devoid of signs of leaks; and
 - 3.4.3.4. Devoid of any detritus, mold, and mildew; and
 - 3.4.3.5. Devoid of construction defects and signs of damage; and
 - 3.4.3.6. With adequate lighting to ensure activities can be performed safely; and be

- 3.4.3.7. Otherwise well maintained.
- 3.4.4. Trash and other detritus from any type of work or maintenance in the Physically Secure Location shall be removed daily and properly disposed of in accordance with applicable City policy.
- 3.4.5. Shall not be used to store or otherwise house items or Technology that do not have technical or regulatory need to be in a Physically Secure Location.
 - 3.4.5.1. Deprecated or otherwise obsolete Technology or other items shall be removed promptly from the Physically Secure Location and properly disposed of in accordance with any applicable City policy.
 - 3.4.5.2. Unused Technology server and equipment cabinets or racks shall not be used for storage unless items are stowed in properly mounted drawers or other similar holds.
 - 3.4.5.3. Critical parts or other items that have a technical or regulatory need to be stowed, shall be stored in enclosed cabinets.
- 3.4.6. All facility equipment and ancillary systems (e.g., HVAC, CRAC, chilled water, power generator, power transfer switches, facility UPS, and the like) that provide service to the Physically Secure Location shall be sufficiently and necessarily maintained using warranties, service and maintenance contracts, and other appropriate vendor supported methods to ensure that the Physically Secure Location continues to operate in a reliable, efficient, and economical manner.
 - 3.4.6.1. Facility equipment and associated systems shall be deemed and considered deprecated and unsupported when any of the following occur: (a) the manufacturer indicates equipment obsolescence, (b) the manufacturer otherwise discontinues or abandons the product line, or (c) warranty and support contracts can no longer be obtained. Depreciated and unsupported equipment shall require:
 - 3.4.6.1.1. self-sparing of critical or long lead-time parts to minimize unavailability and lead-times to that of supportable equipment, or
 - 3.4.6.1.2. modernization of the equipment to become supportable, or
 - 3.4.6.1.3. complete replacement with supportable equipment, or any combination thereof.
 - 3.4.6.2. Warranty provisions, service provisions, and other applicable terms shall be complied with during the periods that they apply. Provisions and terms shall be demonstrated by service and preventative maintenance schedules and logs.
 - 3.4.6.3. City critical infrastructure is housed and maintained Physically Secure Locations throughout City facilities and buildings. The availability and operational integrity of City critical infrastructure is dependent upon the availability and operational integrity of the facility's equipment and ancillary systems. It should be noted that, it cannot be assumed that the business hours of the facility or building reflect the 24-hour operational nature of the critical

infrastructure. All facility equipment and ancillary systems that provide service to the Physically Secure Locations:

- 3.4.6.3.1. Shall be sufficiently and necessarily monitored for events and incidents (*i.e.*, faults, abnormal conditions, and any other telemetry that is required to determine the equipment is operating within normal specifications); and
- 3.4.6.3.2. Shall have proactive responses and timely notifications for outages and abnormal conditions;

to minimize the City-wide impact to operations and maintain the Continuity of Government and the Priority Essential Functions of the City.

3.5. Physical Access Control System and Environmental Monitoring.

Identity and Access Management are fundamental and critical cybersecurity capabilities. Controlling physical access to Physically Secure Locations ensures only authorized personnel with legitimate City business needs are granted access.

- 3.5.1. Physical Access Control System (PACS) – PACS provides physical access and event management in an integrated, automated approach to the physical requirements of cybersecurity for the City. A well-developed PACS provides a simplified experience for City employees and visitors by proactively addressing cybersecurity, increasing efficiency, reducing operational error, and reducing overall risk while enforcing policy, regulatory compliance, incident response, and other economies into a single, repeatable, auditable, non-repudiated business process.
 - 3.5.1.1. Delegation of Authority – The PACS providing access to, and monitoring events from, any Physically Secure Location shall be operated and administered by the Department of General Services Security Office regardless of the Physically Secure Location’s facility or building oversight.
 - 3.5.1.2. System of Authority – The PACS defined §3.5.1.1 shall be the System of Authority for Physically Secure Locations within the City. It shall establish a single, authoritative solution for physical access services by rationalizing the PACS capabilities into one system for operational, lifecycle, and budget management. Further, authoritative PACS encourages and promotes a flexible, adaptable, and scalable solution that can maintain authentication integrity, validity, and non-repudiation throughout the City.
 - 3.5.1.3. System of Record – The PACS System of Authority shall be the System of Record for physical identity, authorization for physical access, events, visitor control, and any other associated data or operational elements for Physically Secure Locations within the City.
 - 3.5.1.4. Logging – All events generated or recorded by the PACS shall be logged and retained per the General Records Retention Schedule and forwarded to the security information and event management (SIEM) system for correlation and real-time analysis.
 - 3.5.1.5. Visitor Management – The PACS System of Authority shall support a Visitor Management System to manage the identities, credentials,

approvals, and clearances of visitors gaining access to Physically Secure Locations. This enhances the safety and security of people and buildings by optimizing the City's onus to meet its regulatory obligations and requirements with a consistent and standardized process for physical access across all Physically Secure Locations.

- 3.5.1.5.1. The Visitor Management System shall have the appropriate APIs and other logical interfaces to necessarily and sufficiently exchange appropriate data with the PACS. It is desirable that the Visitor Management System be a fully engineered and integrated product or feature within the PACS.
- 3.5.1.5.2. Visitor identity shall be verified using the sound criteria found in §3.5.1.6.1.
- 3.5.1.5.3. Visitor information shall be logged in accordance with §3.5.1.4 and readily accessible for business reports and critical investigations.
- 3.5.1.5.4. Visitor information shall be retained in accordance with the General Records Retention Schedule.
- 3.5.1.5.5. Visitor information shall adhere to applicable Data Privacy and Use Policies.
- 3.5.1.5.6. Visitor Management shall enable authorized City employees to directly create and flexibly manage their own visitor appointments.
- 3.5.1.5.7. Visitor Management shall enable front-desk, receptionist, and information kiosk personnel to manage the visitor lifecycle without extensive training or knowledge.
- 3.5.1.5.8. Visitor Management shall employ an automated workflow strategy that enables and provides a resilient and optimized visitor approval process.
- 3.5.1.5.9. Shall issue temporary credentials that:
 - 3.5.1.5.9.1. Shall adhere to the criteria of §3.5.1.6.1
 - 3.5.1.5.9.2. Shall be capable of self-expiration and voiding at a predetermined time interval
 - 3.5.1.5.9.3. Shall be capable of being authenticated easily
 - 3.5.1.5.9.4. Shall conspicuously and clearly marked when the visitor requires an escort
- 3.5.1.6. Identification Credentials – The PACS System of Authority shall utilize a secure and reliable form of identification. For purposes of this standard, "secure and reliable" means identification that:
 - 3.5.1.6.1. Shall be issued based upon sound criteria for verifying an individual employee's, contractor's, vendor's, or visitor's identity such that:

- 3.5.1.6.1.1. It validates that all supplied identity evidence is correct and genuine (e.g., not counterfeit or misappropriated)
- 3.5.1.6.1.2. It validates that the claimed identity exists
- 3.5.1.6.1.3. It verifies that the claimed identity is associated with the real person supplying the identity evidence
- 3.5.1.6.2. Shall only be issued, and subsequently, shall be revoked using a well-defined and automated processes through the City's Human Capital Management (HCM) system;
- 3.5.1.6.3. Shall be strongly resistant to identity fraud, tampering, counterfeiting, and terrorist exploitation; and
- 3.5.1.6.4. Shall be rapidly authenticated electronically.
- 3.5.1.7. Multi-factor Authentication – The PACS System of Authority shall support multi-factor authentication, including methods such as DUO, biometric, and PIN. Multi-factor authentication provides assurance that the individual attempting to gain access is properly identified and not simply using a forged, stolen, or lost credential.
 - 3.5.1.7.1. Multi-factor authentication shall be utilized as a risk mitigation for users who have broad City-wide, emergency, or other similar physical access.
 - 3.5.1.7.2. Multi-factor authentication shall be utilized as a risk mitigation for users who have direct access to critical or other particularly sensitive Physically Secure Locations.
 - 3.5.1.7.3. It is desirable that Multi-factor authentication be utilized when someone has general access but only utilizes that access infrequently.
- 3.5.2. Physical Access – Access to Physically Secure Locations shall be controlled and logged. The doors and other security barriers that grant access to such spaces shall be monitored for:
 - 3.5.2.1. Authorized Open,
 - 3.5.2.2. Door Held Open,
 - 3.5.2.3. Door Forced Open,
 - 3.5.2.4. Tampering, and
 - 3.5.2.5. More than 15 rejected access requests.

All unauthorized access, by any means or persons, to a Physically Secure Location shall be acted upon following all applicable City policy and procedures which, if necessary, involve law enforcement. Further, the incident shall be logged and promptly reported to the Office of the CTO and Information Security for disposition and corrective active.
- 3.5.3. Video Surveillance – Technology infrastructure shall be monitored by a centrally controlled video surveillance system. The video system shall be independent from the general City video management system. Independence is necessary: (1) due to the video not being CORA eligible, (2) to remove any

dependence of the video system's recording on the availability of the Network, and (3) to allow for video analytics for motion detection, event categorization, and alerting as a compensating security control all the while not causing any public privacy or data use issues.

- 3.5.3.1. Video shall cover the inside of the technology infrastructure space such that all of the critical infrastructure is in frame.
- 3.5.3.2. Motion events shall be recorded and stored for review and video system should utilize motion-based retention. Industry standard motion-based recording is never considered 100% effective and some missed events are to be expected. A three-day buffer period in which any events containing limited motion (*e.g.*, <5% total scene coverage), events in low light conditions (*e.g.*, at nighttime), or events with far-away objects can still be reviewed for significant events. After this three-day safety period, the camera may trim the footage appropriately.
- 3.5.4. Ambient Room Temperature – Technology infrastructure spaces shall be monitored for ambient room temperature. Exceeding temperature thresholds may cause material and unexpected capital expenses to the City through equipment failure, material shortening of equipment lifespan, and voided warranty or service contracts.
 - 3.5.4.1. Critical Temperatures – Critical temperature alarms shall be responded to immediately regardless of day of week or time of day, (*i.e.*, 24 hours a day, 365 days a year). Critical temperature alarms are considered a critical and major incident requiring a commensurate and fastest possible response from all appropriate City Agencies.
 - 3.5.4.1.1. Critical Minimum temperature alarm shall be set and alerted upon. The minimum alarm set point shall take into account all critical infrastructure within the space and be selected taking into account the most temperature sensitive piece of equipment [*e.g.*, of three pieces of equipment have individual minimums at 14F (-10C), -112F (-80C), and 41F (5C). The alarm set point for minimum temperature will be set at 41F (5C)].
 - 3.5.4.1.2. Critical Maximum temperature alarm shall be set and alerted upon. The maximum alarm set point shall take into account all critical infrastructure within the space and be selected taking into account the most sensitive piece of equipment [*e.g.*, of three pieces of equipment individual maximums at 122F (50C), 100F (38C), and 143F (62C). The alarm set point for maximum temperature will be set at 100F (38C)].
 - 3.5.4.2. Operational Temperatures – Operational temperature alarms shall be responded to in an appropriate fashion with the goal to provide corrective action prior to the facility triggering a Critical Temperature alarm. It should be noted that the response time and total time to resolution must take into account the rate of change of temperature. The faster the temperature is changing, the quicker the required response time and corrective action.

- 3.5.4.2.1. Minimum temperature alarm shall be set and alerted upon. The minimum alarm set point shall be set appropriately for the facility, nominally 58F (14C), but sufficiently above the Critical Minimum Temperature.
 - 3.5.4.2.2. Maximum temperature alarm shall be set and alerted upon. The maximum alarm set point shall be set appropriately for the facility, nominally 82F (28C), but sufficiently below the Critical Maximum Temperature.
- 3.5.5. Water Leaks – Water damage is a risk that can be significantly mitigated with due diligence and proper operational controls. Water damage to critical infrastructure is not covered by warranty or service contract and represents a material and unexpected capital expense. Technology infrastructure spaces that have a material or heightened risk for water leaks or intrusion, a water leak detection system shall be utilized and monitored. Material and heightened risks include locations that:
- 3.5.5.1. Have water supply, drain, building water loops, storm drains, or other plumbing that penetrate into the space or within the ceiling or walls of the space;
 - 3.5.5.2. Are under bathrooms, locker rooms, sinks, water fountains, janitorial closets with plumbing, or other plumbing located within the vicinity on the floor above or directly adjoining rooms (*i.e.*, a room that share a common wall with the technology infrastructure space); or
 - 3.5.5.3. Are located on an outside wall of the building.
- Water leak alarms shall be responded to immediately regardless of day of week or time of day (*i.e.*, 24 hours a day, 365 days a year). Water leak alarms are considered a critical and major incident requiring the commensurate and fastest possible response from all appropriate City Agencies.
- 3.5.6. Non-City Operated Buildings and Facilities – These standards shall apply to all facilities that house Physically Secure Locations without regard to whether the City owns the property or location.
- 3.5.6.1. The PACS System of Record shall be used to control access to Physically Secure Locations within Non-City Operated Buildings and Facilities.
 - 3.5.6.2. The PACS System of Record is significantly preferred and should be used to control access to communications spaces that house City infrastructure within Non-City Operated Buildings and Facilities. However, in the case where the facility utilizes shared or multi-tenet (*i.e.*, non-City entities) communications spaces and the use of the PACS System of Record would be significantly and materially onerous to building operations, the following compensating controls shall be used:
 - 3.5.6.2.1. The technology infrastructure space shall have within it a properly sized cabinet or a cage that meets all of the requirements for a Physically Secure Location, including the use of the PACS System of Record.
 - 3.5.6.2.2. The technology infrastructure space shall comply with §3.4 General Hygiene and Maintenance.

3.5.6.2.3. Video surveillance of the cabinet or cage is required.

3.5.6.2.4. The facility shall have a PACS or a mature process that meets all of the required elements of PACS System of Record as set forth in §3.5 with the exception to: §3.5.1.7 Multifactor Authentication; §3.5.3 Video Surveillance; §3.5.4 Ambient Room Temperature; §3.5.5 Water Leaks.

3.5.6.3. For datacenters and other functionally similar facilities, where the facility is purpose built and operationally managed with non-repudiable and contractually obligated physical security standards that meet all requirements of Physically Secure Locations, that facility's security system and processes may be used.

4. Standard Compliance

4.1. Compliance Measurement

The City will verify compliance with this standard through various methods, which include:

- Pre-activity approvals (e.g., change record reviews)
- Transaction reviews (e.g., entry logs vs. approval list)
- Reviews of in-process quality checks and outcome data
- Review of staff-completed checklists
- Periodic testing of the controls and procedures designed to evaluate their effectiveness
- Internal and third-party audits
- Internal reporting systems
- Third-party engineering reports and opinions
- Video monitoring.

4.2. Exceptions

Exceptions to this standard are generally not granted and shall only be given in the rarest of circumstance. Exceptions shall be initiated by submitting a request in SupportNow and must be documented and approved.

4.3. Non-Compliance

Employees found to have violated this standard are subject to discipline under Career Service Rule 16 – Code of conduct and discipline, Executive Order 16 – Acceptable Use Policy, and Civil Service Rule 12 – Disqualification and Disciplinary Appeals, Hearing and Procedures. Other employees that have violated or are otherwise non-compliant may have their Network access limited or disabled under Executive Order 18, Technology Services. Vendors and outside parties found to have violated this policy may be subject to damages for breach of contract.

5. Related Documents

- Executive Order 6
- Executive Order 100
- DRMC

6. Definitions

This standard uses the definitions as provided in TS Policy, Physical Security of Technology Systems (POL0020086). Further, the City adopts all definitions as put forth by the ANSI and TIA. In the case of any conflict, contradiction, or ambiguity within terms or definitions, the more senior and precedential standard shall control.

7. Revision History

Revision	Name	Date
1.0	Christopher Todd, Approval	4/15/2022
0	James Stoner, Technology Services	1/8/2022

8. Appendix

1) Flexential Acceptable Use Policy (April 1, 2018)

2) Flexential Data Center Rules (November 2020)

City Departments and Agencies and their vendor partners should proceed using the most current and promulgated revisions or updates of these as soon as they are available from Flexential as those revisions.

Data Center Rules



Welcome to Flexential

These rules and procedures are designed to provide for the safety of the individuals visiting and working at our facilities, to protect the confidentiality of our customers, and to support the safe operation of our facilities. All individuals accessing a Flexential facility must strictly comply with these rules. **Any individual found to be in violation of these rules while in the Flexential facility will have their access rights immediately terminated.**

General Rules

- Access badges must be worn and clearly visible at all times in all areas of the facility.
- Customers and vendors are responsible for requiring their employees, agents, vendors and contractors to comply with these Data Center rules.
- No one under 16 years of age may enter the raised floor.
- Drinking, eating, or smoking is not allowed except in designated areas, and is never allowed on the raised floor.
- Weapons, explosives, hazardous materials, electro-magnetic devices which could interfere with computer and telecommunications equipment, radioactive materials, mace, alcohol, or illegal drugs are never allowed in the facility.
- Doors may not be left partially open or blocked under any circumstances.
- No photographing or filming any areas in the data center or the entrances to the facility without Flexential's consent (see "Data Center Security" section below for rules governing security cameras in the customer space).
- Customer-owned or operated wireless access points are not permitted in Flexential facilities without consent.
- Combustible materials, such as paper or cardboard, may not be stored in customer space/equipment space.
- Customer space must be kept clean of debris and spare equipment at all times.
- No boxes or equipment may be stored in the facility unless arrangements for storage have been approved by Flexential.
- Customers must maintain their space in compliance with all applicable legal requirements (including OSHA).
- Customers are not allowed to remove floor or ceiling tiles and are not allowed to access under the floor tiles or above the ceiling tiles.
- Customer must install equipment in accordance with hot and cold aisle arrangement as directed by Flexential. Flexential reserves the right immediately to disconnect power to any Customer equipment installed contrary to the prescribed hot and cold aisle arrangement.

Access Procedures

- Each individual with data center access must pass through access control systems and use his or her own access badge to enter the data center, even when entering as a group. No tailgating is allowed.
- Access badges may not be transferred or loaned to other individuals, including other employees, subcontractors or vendors.
- Access badges are linked to a central monitoring system that identifies individuals and records access activities.
- Each customer must identify the individuals (employees or third-party vendors) who are authorized to access colocation facilities on their behalf through the customer's Customer Portal account by customer-designated User Administrators.



Data Center Rules

- Customer representatives without a permanently issued access badge may exchange a valid government-issued photo ID (or approved substitute) for a temporary badge (day pass) if their contact record designates them as authorized for Day Pass or Permanent Badge distribution or a customer's designated User Administrator has approved, in writing, the specific visit.
- Vendor permanent access badges must be approved by Flexential data center operations.
- Vendor representatives without a permanent access badge may exchange a valid government-issued photo ID (or approved substitute) for a temporary badge if Flexential data center operations approves the specific visit.
- Each properly badged customer or vendor representative is allowed up to three (3) visitors to accompany him/her into the facility for the purpose of installation or support assistance only. The customer or vendor representative must check-in and obtain the necessary temporary badges for their guests. Each customer or vendor has full responsibility for their guests and must accompany them at all times.
- Flexential, in its sole discretion, may require that Customer and any Customer agents be escorted in the Flexential data center, and may suspend Customer's access as directed or required in an emergency situation.
- **Notify Flexential immediately if an access badge is lost or stolen.**

Data Center Security

- Closed-circuit television security cameras monitor entrances and are strategically located throughout the facilities.
- Customer-provided video monitoring must exclusively capture customer space. Camera placement is subject to Flexential review and approval. Customer must provide camera screenshots to Flexential upon request.
- Customer spaces are secured individually; it is each customer's responsibility to ensure that their space is locked after use.
- Lost or stolen keys and access cards are subject to replacement fees at then-current rates.

Equipment Delivery & Storage

- Customers must provide Flexential with advance notice of all equipment deliveries.
- All shipping charges must be pre-paid by the customer.
- If any equipment is delivered for a customer by a third party, Flexential will receive the equipment on behalf of the customer provided that the customer has pre-scheduled the delivery with Flexential. ***The customer must arrange for shipping crate or pallet removal.***
 - The following information must be included with all equipment delivered to the facility. Failure to follow these instructions may result in delays locating stored packages: Flexential ticket number; customer's name and/or customer billing ID, if possible; and number of pieces shipped.
 - Upon receipt of any equipment delivered by a third party on a customer's behalf, Flexential will notify the customer of receipt and store the equipment
- Customers must claim their equipment within 7 calendar days of notification of receipt by Flexential or storage charges will be charged to the customer at the then-current rates.
- All equipment left in storage for more than 30 calendar days may be shipped back to the customer at the customer's expense.
- Flexential is not responsible for loss or damage to customer equipment stored in the common areas of a Flexential facility or in transit or packaged and shipped by Flexential at Customer's request.
- Flexential cannot guarantee storage space availability and will provide this service on a "reasonable efforts" basis.
- Flexential package acceptance services do not include verifying the contents of a box or boxes.



Data Center Rules

Power

- All individual power whips/power under the floor must be installed and maintained by Flexential.
- All equipment installed in the facility must meet the standards of Underwriters Laboratories (UL) listing or a similarly recognized governing board.
- No soldering or open flames are allowed.
- Customer's primary/redundant, or A/B circuit pair total power utilization across the circuit pair must not exceed 80% of the rated power of the primary circuit, and customer's power utilization must not exceed 80% of the circuit breaker's rated current. If customer exceeds either of these thresholds, then one of the following must occur: (1) customer shall purchase additional power circuits in order to reduce the overall power load on the circuit pair below the threshold; or (2) customer shall reduce its power load on the applicable circuit pair below the threshold. If customer does not implement one of the two foregoing options within 7 business days of written notification from Flexential, then Flexential shall have the right to charge a power overage fee and/or limit power consumption or disconnect power circuits in order to reduce customer's power load across the circuit pair below the thresholds.
- Only data center rated electrical equipment allowed. Examples of equipment not allowed are: In cabinet UPS modules; lead acid batteries; home type 120V power strips; small step-down transformers for 208V to 120V. We reserve the right to deny installation or request removal of electrical equipment that does not meet our standards
- **None of customer's equipment, connections, or wiring is permitted to enter any space outside of the customer's cabinet and/or rack.**

Telecommunication Facilities

- All interconnects (telecom cross-connect) must be approved by Flexential and are subject to fees and charges.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Insurance & Central Bond Services, Inc. 199 North Main PO Box 757 Spanish Fork UT 84660	CONTACT NAME: Danise Worwood PHONE (A/C No. Ext): (801)798-7343 FAX (A/C, No): (801)798-3442 E-MAIL ADDRESS: danise-worwood@leavitt.com														
INSURED Star Telecommunications, Inc. 7717 W. 6th Ave Unit B Lakewood CO 80214	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: American Cas Co of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER B: Valley Forge Ins Co</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td style="text-align: center;">035289</td> </tr> <tr> <td>INSURER D: WCF National Insurance Company</td> <td style="text-align: center;">040517</td> </tr> <tr> <td>INSURER E: Underwriters at Lloyd's of London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Cas Co of Reading PA	20427	INSURER B: Valley Forge Ins Co	20508	INSURER C: Continental Insurance Company	035289	INSURER D: WCF National Insurance Company	040517	INSURER E: Underwriters at Lloyd's of London	15792	INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 23/24 - Prof, Pkg, Umb, WC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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Employee Benefits	\$ 1,000,000																				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract #TECHS-202371636
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds when required by written contract and only as outlined in the attached policy forms and endorsements CNA74705XX, CNA75079XX, CA 04 44, CNA63359XX, AND WC 00.
 This certificate replaces the prior certificate dated 12/18/2023

CERTIFICATE HOLDER joseph.saporito@denvergov.org City and County of Denver, Department of Technology Services 201 W Colfax Ave. Dept 301 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danise Worwood/DW
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Exhibit D

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: November 27, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Friday, September 1, 2023**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230020
Superseded General Decision No. CO20220020
Modification No. 8
Publication Date: 9/1/2023
(8 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. Our office will keep the original 2023 publication of supplemental wages of the Office of Human Resources specific to Denver construction projects for 2023 until the new revision is done by the Administrator in January 2024.

"General Decision Number: CO20230020 09/01/2023

Superseded General Decision Number: CO20220020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered		Executive Order 14026
into on or after January 30,		generally applies to the
2022, or the contract is		contract.
renewed or extended (e.g., an		The contractor must pay
option is exercised) on or		all covered workers at
after January 30, 2022:		least \$16.20 per hour (or
		the applicable wage rate
		listed on this wage
		determination, if it is

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/24/2023
3	04/07/2023
4	05/12/2023
5	06/02/2023
6	07/07/2023
7	07/21/2023
8	09/01/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

ELEC0068-012 06/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low		

Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.94	37.335

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

IRON0024-010 05/01/2023

	Rates	Fringes
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IRONWORKER, STRUCTURAL.....\$ 35.24 12.50

PAIN0079-006 08/01/2022

Rates Fringes

PAINTER (Brush, Roller and
Spray; Excludes Drywall
Finishing/Taping).....\$ 25.11 10.95

PAIN0079-007 08/01/2022

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 25.81 10.95

PAIN0419-001 06/01/2022

Rates Fringes

SOFT FLOOR LAYER (Vinyl and
Carpet).....\$ 18.25 14.33

PAIN0930-002 07/01/2023

Rates Fringes

GLAZIER.....\$ 33.51 12.65

* PLUM0003-009 06/01/2023

Rates Fringes

PLUMBER (Excludes HVAC Duct,
Pipe and Unit Installation).....\$ 42.98 19.77

PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	19.72

SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

* SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00

CARPENTER, Excludes
Acoustical Ceiling
Installation, Drywall

Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER...	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick...	\$ 17.29 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 17.30 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 17.29	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 17.29 **	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2023**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofeer		\$17.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.

Exhibit E

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT F, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.4.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.4.2. A foreign public entity;
 - 2.1.4.3. A domestic or foreign non-profit organization;
 - 2.1.4.4. A domestic or foreign for-profit organization; and
 - 2.1.4.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.5. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.6. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.7. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal, State of Colorado agency or institutions of higher education, or the City.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a City agency or Colorado State agency that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “Subrecipient Parent Unique Entity ID” means the subrecipient parent organization’s Unique Entity ID that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.16. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Contractor at <https://sam.gov/content/home>.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado or the City may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Prime Recipient, and shall update Contractor’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION.

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
- 8.1.1.2. Subrecipient Unique Entity ID + 4 if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient Parent Unique Entity ID;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, the City, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State or the City at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and City may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado or the City under the Agreement, at law or in equity.