

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HSS, INC.**, a corporation, doing business at 900 S. Broadway, Suite 100, Denver Colorado 80209 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services or Designee, (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, the Scope of Work, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. 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 the Agreement and in accordance with the terms of the Agreement.

3. COMPLIANCE WITH MBE/WBE REQUIREMENTS.

(a) This Agreement is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 – 28-158, D.R.M.C., (referred to in this Agreement as the “MBE/WBE/SBE Purchasing Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The Contractor identified in its bid MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of 16%.

(b) Under §28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MBE and WBE participation

upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor acknowledges that:

- (1) It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.
- (2) If any contract modifications are issued under the Agreement, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement of such contract, upon any of the bases discussed in §28-133, D.R.M.C., regardless of whether such increase or decrease in scope of the procurement has been reduced to writing at the time of notification.
- (3) If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Agreement, whether by amendment or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Contractor shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Contractor Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Contractor must show each element of modified good faith set out

in §28-135(d), D.R.M.C. The Contractor shall supply to the director the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the contract.

(4) Failure to comply with these provisions may subject the Contractor to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Contractor must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

4. **TERM**: The Agreement will commence on January 1, 2016 and will expire on December 31, 2018 (the “Term”). The Term may be extended for up to an additional two years, in either a year or two year increment.

5. **COMPENSATION AND PAYMENT**:

a. **Fee**: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount set out in **Exhibit A**. Amounts billed may not exceed the rates set forth in **Exhibit A**.

b. **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in Exhibit A.

c. **Invoicing**: Contractor shall provide the City with a biweekly 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.

d. **Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINETEEN MILLION DOLLARS** (\$19,000,000.00) (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 Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

(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 the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. **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.

7. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the 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 the Agreement.

d. If the 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 the 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”.

8. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

9. 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 the Agreement constitutes a waiver of any other breach.

10. INSURANCE:

a. General Conditions: 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is 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, 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. If any policy is in excess of a deductible or self-insured

retention, the City must be notified by the Contractor. 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.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 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.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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.

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such

subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. Commercial Crime: Contractor shall maintain \$1,000,000.00 in commercial crime insurance coverage. Coverage shall include theft of City's property by contractor's employees, including any extended definition of employee. City shall be named as Loss Payee as its interest may appear.

j. Additional Provisions:

- (A) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

- (B) For claims-made coverage:
 - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

- (C) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

11. DEFENSE AND INDEMNIFICATION

a. 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 Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

c. Contractor 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.

d. 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.

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

12. 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 the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. 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 Manager'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 Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the 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.

14. **INUREMENT**: The rights and obligations of the parties to the 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 the Agreement.

15. **NO THIRD PARTY BENEFICIARY**: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the 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 the Agreement is an incidental beneficiary only.

16. **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.

17. **SEVERABILITY**: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the 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.

18. **CONFLICT OF INTEREST**:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the 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.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the 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 the Agreement

if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of General Services or Designee
201 West Colfax Avenue, Dept. 1107
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered 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.

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

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

b. The Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and Contractor arising out of or regarding the 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 Manager as defined in this Agreement.

22. GOVERNING LAW; VENUE: The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: 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.

25. LEGAL AUTHORITY: 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 the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement

will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor 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 register such items in the name of the City and County of Denver unless the Manager directs otherwise in writing. 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.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the 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.

30. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City.

The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CONFIDENTIAL INFORMATION:

a. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

32. CITY EXECUTION OF AGREEMENT: The 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.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: 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.

35. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

36. CONTRACTOR'S INFORMATION: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, 7B C.R.S. (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. 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 Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

37. WARRANTY: 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 Contractor represents and warrants that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind 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 Contractor or the person signing the Agreement to enter into this Agreement.

38. BONDING REQUIREMENTS: Rather than requiring a Performance Bond issued by a corporate surety the Contractor shall and has paid for and furnished a Letter of Credit as a guarantee of the faithful performance of the Agreement (the "Performance Bond"). The Performance Bond shall be in the amount of not less than Five Hundred Thousand and no/100

Dollars (\$500,000.00) which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor's obligations in strict accordance with the terms of this Agreement. The Performance Bond was obtained in 2009 and have renewed annually and is attached as *Exhibit C*. The Performance bond shall be renewed annually for each year that this Agreement is extended or renewed and shall specifically reference this Agreement. The fully executed and approved Performance Bond shall be provided within thirty (30) days of the Contract Effective Date

39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the 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 the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the union 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.

40. NON-DISPLACEMENT OF QUALIFIED WORKERS

a. Consistent with the efficient performance of this Agreement, the Contractor and any subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of an award of this Agreement or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this Agreement in positions for which employees are qualified. The Contractor and its subcontractors shall determine the number of employees necessary for efficient performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this Agreement, and the Contractor and any subcontractors shall not offer employment under this Agreement, to any person prior to having complied fully with this obligation. The Contractor and its subcontractors shall make an express offer of employment to each employee as: provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

b. The Contractor shall retain, for a ninety (90) day transition employment period, qualified employees who have exercised their right to accept employment with the Contractor as provided in paragraph (a) of this section. During the ninety (90) day transition employment period, the Contractor shall not discharge without cause an employee retained pursuant to this section. For purposes of this section, the term "cause" shall include, but not be limited to, the employee's conduct while employed under the predecessor contract that may have contributed to any decision to terminate the predecessor contract. At the end of the ninety (90) day transition employment period, the Contractor shall perform a written performance evaluation for each service employee retained pursuant to this section. If the employee's performance during such ninety (90) day period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor or as required by law; provided, however, nothing in this section shall be construed to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

c. Notwithstanding the obligation under paragraph (a) above, the Contractor and any subcontractor (1) may employ under this Agreement any employee who has worked for the Contractor or subcontractor for at least 3 months immediately preceding the commencement of this Agreement and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to an employee(s) of the predecessor contractor who are not service employees within the meaning of Section 3.0 of Executive Order No. 136, and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

d. The Contractor shall, not less than 10 days before completion of this Agreement, furnish the contract administrator a certified list of the names of all service employees working under this Agreement and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this Agreement and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The contract administrator will provide the

list to the successor contractor, and the list shall be provided on request to employees or their representatives.

e. If it is determined that the Contractor or its subcontractors are not in compliance with the requirements of this clause, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in this Agreement.

f. In every subcontract entered into in order to perform services under this Agreement, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractor working under this Agreement, as well as of a predecessor contractor and its subcontractor. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City.

g. Prior to the end of the Term of this Agreement the Contractor agrees to cooperate with the City and provide necessary requested information by the City to effectuate the requirements of Executive Order No. 136.

40. LIVING WAGES:

a. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of living wages pursuant to § 20-80 *et seq.*, D.R.M.C.

b. The Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., a living wage as provided in § 20-80, D.R.M.C. Living Wage schedule incorporated herein as Exhibit D.

c. In accordance with § 20-80(b) and (d), D.R.M.C., the following mandatory provisions are included:

1. The minimum wages to be paid for every Covered Worker shall be not less than the scale of wages from time to time determined under § 20-80(b) and (c) to be the living wages.

2. The Contractor or its subcontractor shall pay Covered 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 bid or 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 the Covered Workers. Increases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in living wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3. The Contractor and its subcontractors shall pay all Covered Workers at least bi-weekly 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.

4. 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.

5. 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.

6. Bi-weekly, the Contractor shall furnish to the Auditor when work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker for the period covered by the payroll.

7. 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 Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

8. If any Covered Worker 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.

EXHIBITS

A-SCOPE OF WORK

B-CERTIFICATE OF INSURANCE

C-LETTER OF CREDIT

D-LIVING WAGE

Contract Control Number:

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:

By _____

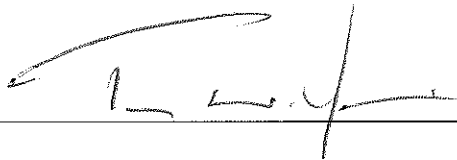
By _____

By _____



Contract Control Number: GENRL-201524822-00

Contractor Name: HSS, Inc.

By: 

Name: Tony W. York
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: 

Name: Samir Singh
(please print)

Title: General Counsel
(please print)



EXHIBIT A
Request for Proposal No. SECURITY_GUARD_0571A
SECURITY PERSONNEL SERVICES
City and County of Denver-Non-DIA Locations
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 OVERALL

The Contractor shall provide Unarmed and Armed Security Personnel Services to the City in accordance with this scope of work. Services shall be provided at various locations under the control of General Services Facilities Management, Wastewater Management, Department of Human Services, or any other City agency or location, as may be required in the future. Current levels of coverage for service requirements are given herein. However, the City reserves the right to add or delete service locations as required and to increase, reduce or eliminate the quantity of personnel or personnel hours as deemed necessary.

The Contractor shall furnish all necessary qualified labor, equipment, uniforms and supplies to perform the services herein. The Contractor shall provide to all City locations and agencies fully trained and highly motivated personnel directed by an engaged effective management team that strives towards continual improvement and toward providing a level of professionalism that is in alignment with security industry „Best Practices.“

The City reserves the right to acquire additional/ alternative security services outside of this contract.

B.2 N/A

B.3 MANAGEMENT FEE

INCLUDES BUT NOT LIMITED TO:

- Account Management Positions Expense
- MWBE Participation and Management,
- Employee Benefits (MEDICAL, HEALTH, DENTAL, VACATION, AND ETCETERA...)
- Overhead
- Training
- Profit
- Denver Head Tax
- Federal Unemployment Tax {FUTA}
- CO State Unemployment Insurance
- Uniforms and Staff Equipment

B.4 CLIENT CITY AGENCIES:

1. Citywide Administration
2. General Services Facilities Management (GSFM)
 - a. Primarily-Unarmed Security Staff
3. Treasury
 - a. Department of Motor Vehicle
 - b. Armed Security Staff

4. County Court Magistrate
 - a. Primarily-Armed Security Staff
5. Human Services
 - a. Primarily-Unarmed Security Staff
6. Wastewater Management
 - a. Primarily-Armed Security Staff
7. Other Agencies as required

B.5 GENERAL SECURITY AGENT/SUPERVISOR DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

1. These requirements and duties apply for all locations except as otherwise noted herein.
2. General Security Agent Duties
 - a. Security Agents are to be responsible for all phases of building / site protection. Specific duties and post orders will vary based on the unique needs of the assignment, post and location. It is City's expectation that the Contractor will consult and work with the City to formulate optimal post orders; however, for some locations, the post orders will be provided to the Contractor by the City. In general, duties may include, but are not limited to, the following:
 - b. Guard City property against fire, theft, pilferage, destruction, and vandalism.
 - c. Permit only authorized persons to enter restricted areas.
 - d. Screen individuals entering public buildings/ facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
 - e. Report violations of fire safety regulations.
 - f. Conduct security tours/ patrols of premises and report damages/ concerns
 - i. Security Agents may be required to conduct and log specified interval checks of facility doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses e.g. boiler gauges, mechanical room gauges and etcetera.
 - g. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 - h. Provide general information to the public-(directions to buildings, offices, floors, and etcetera.)
 - i. Perform additional duties unique and as required to individual agencies and/ or locations/ deployments.
 - j. Other duties may include but are not limited to special orders, escort of City employees, additional

tours of duty, additional personnel requirements and etcetera. Instructions may change at any time; however, twenty-four (24) hours" notice will be generally be given to the Contractor by the City.

3. Security Agent Conduct and Expectations

- a. Security Agents are to maintain continual high standards of professional conduct while on duty.
- b. They are to be courteous, polite, and professional in their duties; especially when dealing with the general public.
- c. No visitors or guests of Security Personnel will be permitted to loiter on the job site at any time. Contractor personnel may not bring pets, guard dogs, or other animals on the site without the specific written permission of the City.
- d. Security Agents carrying weapons may only carry weapons which have been approved, and/or issued by the Contractor, and for which a minimum of 8 hours of specialized training has been completed.
- e. Security Personnel are to remain in continuous contact with their supervisory personnel by radio or telephone, throughout their shift.
- f. Security Personnel shall be alert and awake at all times. To assure this, the Contractor shall agree NOT to assign any person to perform security services hereunder who has worked in any capacity in excess of twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week.
- g. All Security Agents are to be free from any condition that might adversely affect fitness for the duties of their position.
- h. Security Personnel are to remain on the property throughout their entire shift, or until properly relieved by another Security Agent/ Roving Supervisor.
- i. Meal breaks are to be taken on the site in an area approved by the City. Security Personnel will remain observant during the meal break and be prepared to respond as required. No eating or drinking will be permitted at any security post. No coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment. Reading material, cooking appliances, hobby craft materials, or any other non-essential material will not be allowed on the site unless specifically authorized by the City.

Meal breaks are paid throughout all locations, except for DHS sites; Castro, Steele St., Montbello (Arie P. Taylor) and Family Crisis Center.

The scheduler position is also an unpaid lunch.

Break time is billed; except for Human Service Breaks which are not billed.

- j. Sleeping during shift(s) is prohibited.

- k. Security Personnel will remain on active patrol, or in an approved location throughout their shift. Patrols may be required to use electronic tour systems.
 - l. Contractor's personnel are to be trained to respond appropriately with both firmness and politeness in the case of aggressive or belligerent behavior by an occupant or visitor. If such action does not result in neutralization of situation; they are to calmly refer the occupant or visitor to Security Supervisor for assistance, in the event of menacing or threats, they are to call 911.
 - m. No Security Agent shall use physical force against any person, except for the use of reasonable force only to protect oneself, or another person, and then only as a last resort.
 - n. Prior to assignment, Security Agents are to be educated with building/ facility layout, equipment at their assignment or post, locations of fire extinguishers and /or other emergency equipment.
 - o. Security Agents are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
 - p. All Security Agents are to sign in and out in the personnel log.
 - q. Notations are to be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.
 - r. Representation-The facilities, locations and agencies are accessible to occupants and the public. Although employees of the Contractor are not employees of the City, the perception of the public at large is that the Contractor's employees are representatives of the City.
 - s. Security Agent interactions with the public should reflect well upon the City.
 - t. In event of lack of courtesy or responsiveness, the City may require a corrective action for the employee(s) in question and at the City's discretion may require removal of the employee(s) from assignment.
 - u. Offensive language used by Contractor's personnel will not be tolerated by the City.
 - v. City and County of Denver facilities are smoke-free workplaces; Contractor must comply with each facility's policies related to tobacco usage by its employees as directed by the City.
 - w. If, at any time, the City determines that any of the Contractor's personnel is unsatisfactory, then the Contractor, within a reasonable time to be determined in consultation with the City, to the extent it is able to do so without violating civil rights or employment laws, shall replace that person with one who is satisfactory to the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees from any action as a result thereof.
4. Adherence to the Mayor's Executive Order No. 94
- a. Pursuant to the terms of the Mayor's Executive Order No. 94 , all Contractors with the City and

their employees are prohibited in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or while performing City business. Contractors and their employees are also prohibited in the consumption of alcohol or being under the influence of alcohol while on duty.

- b. Contractor personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before/ shift(s).
- c. Contractor is to require employees to submit to blood, urine, or other alcohol or drug screening where there is reasonable suspicion of use and/or influence of alcohol or drugs. Drug or alcohol screening may also be justified where a work place accident may have been drug or alcohol related.
- d. These policy provisions are applicable to contract personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring contract personnel from City facilities or participating in City operations. The Contractor is to refer to Executive Order No. 94 for the specific provisions of this policy.
- e. All agents and employees working on City premises shall undergo 10-panel substance testing prior to placement in City services and "for cause" testing upon reasonable suspicion thereafter.

5. Appearance

- a. No Security Personnel may enter duty until he/she has a complete set of approved uniforms and accessories.
- b. Security Agents are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Contractor's personnel are expected to avoid unnatural hair colors, radical fashions, or cuts (i.e. Mohawks or spikes); long hair is to be pulled back or worn in a bun; where possible tattoo(s) and body piercing(s) [other than ear] are to be covered. Moustaches and beards are to be neatly trimmed.
- c. Clothing will be appropriately sized and worn as designed. Uniforms shall be clean, free of wrinkles, and are to be worn and maintained in a military manner, with buttons secured at all times unless otherwise directed.
- d. The Security Agents shall wear picture identification (I.D.) at all times.
- e. Leather footgear shall be shined.
- f. Security Agents reporting for duty who do not meet these standards will not be accepted by the City. Should the City agency notify the Contractor management that a Security Agent is unacceptable because of personal hygiene, appearance, abusive behavior, or reasonable suspicion of substance abuse; the Security Agent is to be immediately removed from the job site by a Contractor. The Contractor has two hours to have a replacement placed on duty for the vacated post. (City shall not be billed for vacated post)

6. Qualifications of Security Personnel

a. [CCD Merchant Guard License](#)

- i. Security Agents assigned to the City shall be at least 21 years of age, possess a valid State of Colorado driver's license, and possess a valid Merchant Guard license issued by the City, as prescribed in Denver Revised Municipal Code (D.R.M.C) Chapter 42. Each Security Agent must have in their possession the required license or permit prior to being assigned to City service.
- ii. Armed agents are to obtain and retain Merchant Guard Firearm Status in accordance with Section 42-137 of the Denver Revised Municipal Code and policies set forth by City and County of Denver Department of Public Safety.
- iii. All agents and employees providing direct service to the City will be either employees of either the Contractor or its subcontractors and will NOT be Federal IRS 1099 Independent Contractors.

b. Physical Qualifications: Contractor's Security Personnel shall be:

- i. Physically, mentally and emotionally capable of performing all duties required for their assigned post/ duties.
- ii. In good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/ patrolling for an entire shift(s), climbing stairs, running and self-defense.
- iii. Capable of lifting a 25 lb. fire extinguisher, lifting and carrying a small child, and assisting in the lifting of handicapped persons during a building evacuation.

c. Citizenship

- i. Security Personnel shall be citizens of the United States of America or legally authorized to work in the United States. The Contractor is required to produce evidence of such citizenship or authorization(s). (Acceptable evidence shall consist of a birth certificate, appropriate naturalization papers, or Immigration Customs Enforcement Services work authorization(s).
- ii. Contractor is to take all necessary steps to verify that the work permits are genuine and the worker is legally eligible for employment. Contractor shall save the City harmless for any fines, assessments, or judgments as a result of such violation.

d. Literacy

- i. Security Agents are to be literate in English to the extent of reading, comprehending and demonstrating their understanding (through actions and behavior) of printed regulations, written orders and instructions, and be able to draft reports, which convey complete information. Active bilingual capability is a "plus" in dealing with and assisting the public at many City facility worksites, and is encouraged.

e. Job Knowledge / Cognition

- i. Security Agents are to possess the capacity to acquire a good working knowledge of all the duty requirements within the terms of this contract. Prior to assignment, Security Agents shall be trained to perform their duties related to the facility they are being assigned.

f. Contractor requirements

- i. Personnel working under this Agreement shall satisfy the Contractor's internal hiring and continuing employment requirements and standards.

7. Qualifications of Security Supervisory Personnel

- a. Supervisors shall meet all the requirements of Security Agents above and shall be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor is to have a minimum of two years of successful supervisory experience in the security or law enforcement field or in the military.

8. Felony Disqualification:

- a. Contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges (or disqualifying, misdemeanors, including, but not limited to, fraud, dishonesty, sexual offenses) within the previous 7 year period. Additionally, Colorado Bureau of Investigation background checks are completed at point of Merchant Guard Licensing (MGL) coupled with Lifetime background checks to obtain an MGL firearm permit.

B.6 PROPERTY AND EQUIPMENT:

1. City/ Contractor Property

- a. The City will provide the following:
 - i. Approximately 10 Computer Stations with City Network Connectivity (Monitor, CPU, Keyboard/ Mouse)
 - ii. Magnetometers
 - iii. Security Wands
 - iv. Control Center
- b. The Contractor will provide the following:
 - i. Smart Phones (4) capable of:
 - 1 Two-way communication devices
 - 2 Text messaging
 - 3 Capturing audio, photos, video, text message, notes
 - ii. Miscellaneous Equipment (TBD)
 - iii. TrackTik Application (desktop and/or smart phone installed) for use in reporting, patrol confirmation, GPS tracking of Agents, and Bolos
 - iv. Two-Way Radios (Cellular type)
 - v. X-ray machines will be provided by the Contractor as detailed in the exhibit herein.

2. Property Accountability

- a. All property furnished by the City and County of Denver to the Contractor under this contract shall remain the property of the City. Upon termination of this contract, the Contractor is to promptly return all such property to the City. The Contractor and the City will take an inventory of all property upon the assignment of subsequent contract.
- b. This account may be reviewed periodically / yearly or when new or additional equipment is added. Upon termination of contract, both parties will review and coordinate the allocation of property.
- c. Any City-owned equipment which is lost or broken by the Contractor's personnel is to be reported and be replaced at the Contractor's expense within seven (7) calendar days of the loss or breakage. If lost or broken equipment is not replaced within seven (7) calendar days of the loss or breakage of same, deductions from unpaid balances may be made for the replacement value of the lost or broken equipment.

3. Uniforms Requirements

- a. Uniforms, accessories, and equipment and the wearing of same are to conform to guidelines by the City. Security Personnel Uniforms are to consist of picture I.D., slacks or skirts, uniform shirt and a winter coat. The Contractor's company logo and shield is authorized to be shown on the uniform.
- b. The City will not directly reimburse the Contractor for uniform costs. All Uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of the Contractor and are to be included in Contractor's management fees.
- c. The Contractor is to furnish and maintain in good working condition, at no cost to his employees or the City, all items of uniform and equipment necessary to perform work required by this contract.
 - 1 Uniform Colors and Quantities
 - 2 The standard Security Agent uniform is to consist of a white shirt and uniform slacks of a dark color unless otherwise noted herein.
 - 3 Matching dark color socks will be worn with the shoes. (Employee provided)
 - 4 Athletic shoes are not acceptable.

The minimum allotments of items below are to be provided by the Contractor to each of their Security Agents. A deposit of 50% of the full uniform issue value will be deducted from the Security Agents' payroll on a prorated schedule. After ninety (90) days of employment the footwear portion of uniform deposit will be returned and the remainder of the uniform deposit will be returned upon separation of respective parties. Security Agents will be eligible for footwear replacement annually from date of issue.

- 1 Footwear is to be either a black, polished leather boot or black, polished leather lace-up oxford (1).
- 2 Shirts, long sleeve (3)
- 3 Shirts, short sleeve (3)

- 4 Trousers all weather (3)
- 5 Winter Coat w/zip out liner
- 6 Rain wear (issued according to position)
- 7 Winter stocking cap (1)

2. Armed Security Agent Equipment

- a. Armed Security Agents shall wear "duty belt gear". This can be personal property of the Security Agent or the Contractor may furnish it. The acceptable type of weapon and ammunition is to be comparable to equipment used by the Denver Police Department. Pepper spray canister is to be carried by Armed Security Agents.
- b. In addition to weapon and ammunition, the Armed Security Agent shall have certified hand-cuff training and are to carry them in a handcuff case with at least one cuff key on their person during all duty hours.

B.7 MANDATORY POSITIONS:

1. The City requires the following onsite personnel

- a. One (1)-Account Manager/Director of Security who will report directly to Executive Director of General Services and Facilities Management (FM) Director. This position will oversee day to day operation of Facility Management locations and deployments and will also direct (Non-DIA) City account operation and provide support to Public Works Waste Water Division and Human Services City Managers as well.
 - i. The Account Manager shall be the primary contact between the Contractor and the City.
 - ii. He/ She will be stationed in the Webb Building.
 - iii. Shall work with the City Security Administrator(s) to develop detailed job specifications, duties, etc.
 - iv. Full-time (40 hours/week) Account Manager shall have overall operational and supervisory responsibility for all aspects of security services for the City.
 - v. Shall possess a minimum of three-(3) years" experience supervising security accounts similar to the scope and requirements herein.
 - vi. Available to City on a 24/7/365 basis.
- b. One (1)-Assistant Account Manager/Director of Security who will report directly to and support the Account Manager. The Assistant Account Manager will manage the account and be the point of authority in the absence of the Account Manager.
 - i. Available to City on a 24/7/365 basis.

- c. One (1) Scheduler stationed at Webb Building-in charge of overall account personnel scheduling.
- d. One (1) Training Supervisor- Services and trains personnel across all account locations/ deployments and fills in as required.
- e. Multiple Roving Supervisors for uninterrupted 24/7/365 account coverage, personnel back up and breaks.
- f. Security Supervisor/ Assistant

The Contractor shall provide Site Security Supervisors/Assistant Supervisors. The Supervisor/Assistant Supervisor's primary assignment shall be the on-site supervisory responsibility for Contractor's personnel. A Site Supervisor/Assistant Supervisor shall meet with the City designated representative at least once per week, or as assigned. The Supervisor/Assistant Supervisor shall maintain reports on the Security Personnel regarding inspections, shifts, weekends, holidays, etc. A copy of these reports shall be given to the City.

NOTE: Supervisor/Assistant Supervisor must have the authority to respond to the requests of authorized City personnel to make immediate necessary changes, additions, deletions, modifications in the services provided in order to meet the daily needs of the City.

- g. One (1)-Site Security Supervisor for Public Works Waste Water Division. He/She will be stationed in the Waste Water Building.
- h. One (1)-Site Security Supervisor for Department of Human Services. He/She will be stationed in the Castro Building.
- i. Assistant Site Supervisor(s)
- j. Multiple-Security Agents-Un-Armed
- k. Multiple-Security Agents-Armed
- l. Additional Position (as applicable)
- m. Initial service locations and their specific personnel and service requirements along with additional information is included herein.
- n. The City and County of Denver desires Security Agents and Staff of the highest quality and integrity, with a minimal turnover.

B.8 OUTSIDE CONSULTANTS:

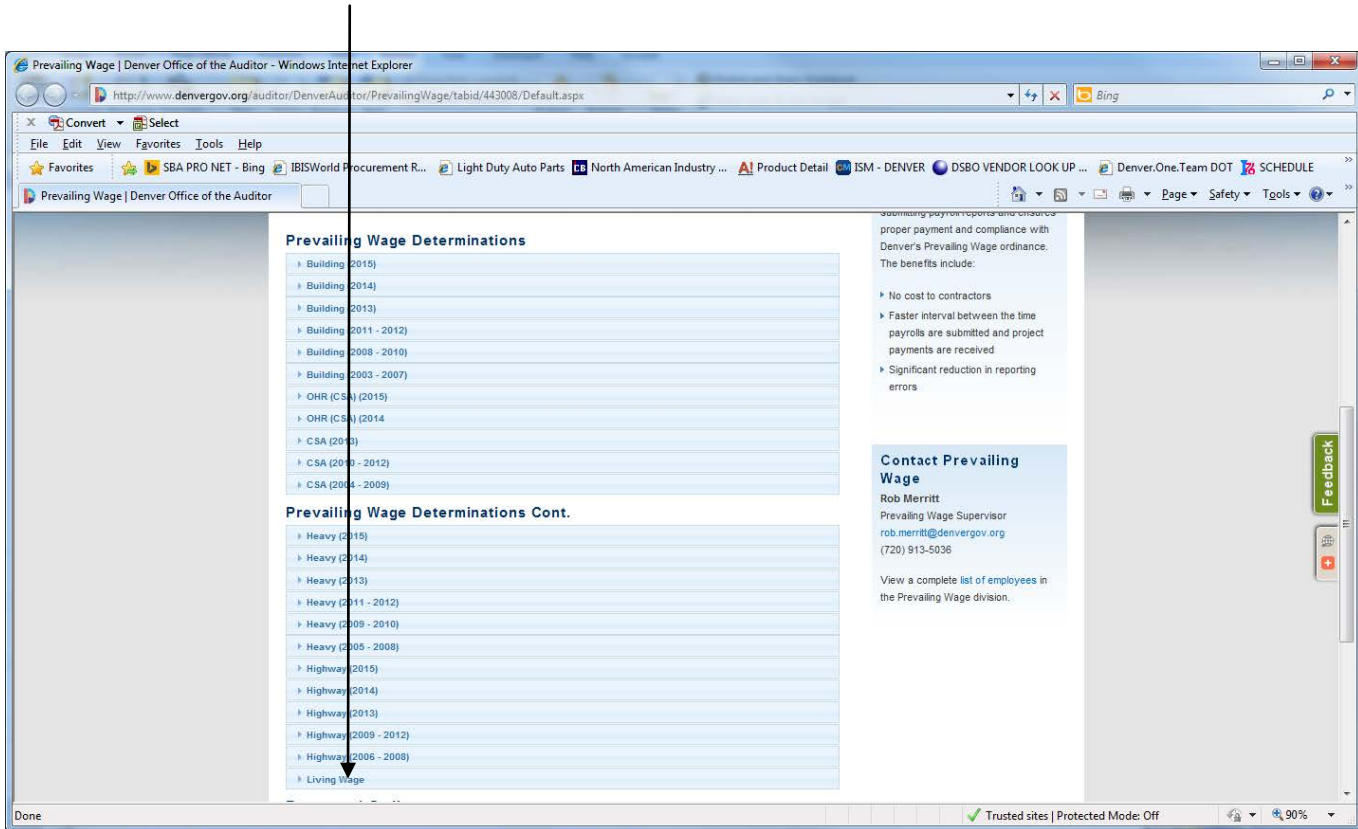
- 1. Contractor may use outside consultants to provide assistance in the development of post orders, third party audits of operations, and additional services as required.
 - i. City shall be notified when third party consultants are being utilized on City property.

B.9 COMPENSATION/ WAGES:

1. PAYMENT OF LIVING WAGES PROVISIONS:

Link:

<http://www.denvergov.org/auditor/DenverAuditor/PrevailingWage/tabid/443008/Default.aspx>



Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this proposal shall be subject to the following provisions concerning the payment of living wages to Covered Workers: Section 20-80 of the City's Revised Municipal Code and, in the event of any inconsistency between the Code provisions and following provisions, the Code provisions shall govern.

- a. **The Living Wage as of February 2015 is \$11.66/hour. (Released 2-17-2015) This rate may be adjusted over time.**
- b. Every person engaged in the work of a parking lot attendant, security guard, or child care worker at any public building or public parking facility owned by the City, or clerical support worker, pursuant to a direct service contract with the City, shall be paid not less than the Living Wage as set forth in this proposal.
- c. The Vendor or his/her subcontractor shall pay Covered 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 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 vendor or subcontractor and such Covered Workers.

- d. The vendor shall post in a prominent and easily accessible place to Covered Workers at the site of the work the scale of the Covered Workers' wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the City may, at its option, by written notice to the vendor, withhold further payments to the vendor, or suspend or terminate the vendor'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. In the event of termination, the vendor shall be liable to the City for any excess costs occasioned the City thereby.
- f. The vendor shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the vendor or subcontractors. Such records will include the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the vendor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

As used herein, the "Living Wage" shall equal the amount set forth as the poverty guideline for the forty-eight (48) contiguous states and the District of Columbia for a family unit of four (4), updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.

- 2. All Contractor personnel are to be notified in writing of contractual wages. Failure to adhere to these employee compensation requirements may be cause for cancellation of this contract.

B.10 ANNUAL RATE ADJUSTMENTS

1. Occurrence: Yearly in March – Effective Period -> Subsequent Calendar Year January 1, 20XX – December 31, 20XX
 - A. The Contractor may submit a request to the City to consider adjustments to employee pay rates and the contractor management fee March of every year of the contract; with the approved modified rates going into effect the January 1 of subsequent year.
 - B. Such request is to be accompanied by a justification letter with support documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing of.
 - C. In the event that budgets are being capped and/or reduced, and/or City employee pay rates are frozen due to budgetary restraints, no increases to either employee pay rates or management fee will be approved.
 - D. Upon acceptance by the City the rates will be typically adjusted as follows unless otherwise modified/ approved by the City:
 - E. Annual Agent (Armed and Unarmed) Gross Pay Rate Adjustment

1. Annual gross pay rates shall index from published Federal Bureau of Statistics-Consumer Price Index Denver-Boulder-Greeley, CO {CUURA433SA0}.

- I. Assume an initial contractor's unarmed security agent gross minimum hourly pay rate is \$13.29 / hour and assume gross maximum hourly pay rate for unarmed security agent is \$14.17.
- II. Example- assume the CPI increases by 2.4% from 2014-2015 (based on HALF2-2014 {Base Line going forward} timeline to HALF2 2015) then minimum pay range rate/ hour in 2017 will be:

Pre-Adjustment	Post Adjustment-Following January, 2017
Minimum Pay Rate {Proposed & Accepted}	Minimum Pay Rate {adjusted per year to year timeline averages}
\$13.29	\$13.61 (\$13.29 + 2.4%)
Maximum Pay Rate {Proposed & Accepted}	Maximum Pay Rate {adjusted per year to year timeline averages}
\$14.17	\$14.51 (\$14.17 + 2.4%)

III. Note 2016 rates based on proposal pricing

This methodology would apply for the entire pay range and pay rates for security agent positions.

IV. Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.

F. Annual Site Supervisor and Assistant Site Supervisor (Armed and Unarmed) Pay Rate Adjustment

1. Annual pay rates shall index from published Federal Bureau of Labor Statistics Producer Price Index (PPI): PCU561612561612 {Security Guards and Patrol services}.

I. Assume an initial contractor's site unarmed site supervisor gross minimum hourly pay rate is \$15.59 / hour and assume gross maximum wage pay rate for unarmed site supervisor is \$16.29.

II. Example- assume the PPI increases by 1.5% from 2014-2015 (based on average November 1, 2013-October 31, 2014 {Base Line going forward} timeline to November 1, 2014-October 31, 2015 timeline) then minimum pay range rate/ hour in 2017 will be:

Pre-Adjustment	Post Adjustment-Following January, 2017
Minimum Pay Rate {Proposed & Accepted}	Minimum Pay Rate {adjusted per year to year timeline averages}
\$15.59	\$15.82 (\$15.59 + 1.5%)
Maximum Pay Rate {Proposed & Accepted}	Maximum Pay Rate {adjusted per year to year timeline averages}
\$16.29	\$16.53 (\$16.29 + 1.5%)

III. Note 2016 rates based on proposal pricing.

This methodology would apply for the entire pay range and pay rates for Site Supervisor Positions.

IV. Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.

G. Annual Management Fee Adjustment

1. Annual Management Fee rates shall index from published Federal Bureau of Labor Statistics Producer Price Index (PPI): PCU561612561612 {Security Guards and Patrol services}.

I. Assume a contractor's management fee per hour is \$7.00 per hour.

II. Example- assume the PPI increases by 1.5% from 2014-2015 (based on average November 1, 2013-October 31, 2014 {Base Line going forward} timeline to November 1, 2014-October 31, 2015 timeline) then the management fee per hour will be:

Pre-Adjustment	Post Adjustment-Following January 2017
Management Fee Per Hour (Proposed & Accepted)	Management Fee Per Hour {adjusted per year to year timeline averages}
\$7.00	\$7.11 (\$7.00 + 1.5% (rounded))

Note: the City will NOT be billed directly nor will an adjustment be made for the wages of Account-wide staff (Account Manager, Assistant Account Manager, Scheduler, Training Supervisor, Roving Supervisors) as the pay for these positions is included in the management fee.

H. Additional Positions

1. The employee gross wage pay rates of future unknown positions throughout the term of subsequent contract shall be negotiated by the City and the Contractor.
 - I. The billing rates for these positions will follow the adjustment protocol as existing positions described herein.
Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.

B.11 BENEFITS-REQUIRED MINIMUMS:

The following medical, dental and vision benefits shall be paid to all full-time employees working under this Agreement (30 hours or more a week). Vacation/Personal-Days are paid to employees who work at least 36 hours or more per week.

1. Holidays:
Holiday pay shall be compensated at a gross pay rate of time and one-half for the following ten (10) holidays ONLY for service hours worked; however the City will only be charged straight hour billing rate.

New Year's Day; Martin Luther King Day; Cesar Chavez Day; President's Day; Memorial Day; July 4th ; Veterans Day; Labor Day; Thanksgiving Day; Christmas Day.
2. Overtime (NON-City requested):
Security Personnel shall be paid time and one-half wages for any hours exceeding forty (40) Hours per week. As with Holiday pay, the City shall not compensate the Contractor for overtime expenses. It is the Contractor's responsibility to manage their staff and scheduling so as to minimize overtime.
3. Overtime (City requested)
The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems. However, there may arise occasions where, AT THE CITY'S REQUEST, an individual Security Agent is requested to be held over at overtime pay. In that instance the Contractor may bill the City the actual additional cost resulting from the overtime request. Under no circumstances will overtime be allowed without the express prior approval of the City.
4. Medical
Medical coverage for employees is mandatory where required by the Federal Affordable Care Act.

B.12 CONTRACTOR AND SUB-CONTRACTOR PROGRAMS AND PERFORMANCE

Contractor shall provide the following comprehensive benefits listed in the following paragraphs 1-14, to all regularly scheduled HSS employed personnel including all part time personnel who are regularly scheduled to work 20 hours or more a week in addition to their net hourly wage rates. The City will not directly compensate the Contractor for any costs associated with any required benefits described below (included in management fee):

1. Medical and Dental Benefits

- a. A comprehensive health and dental plan shall be offered to all Security Personnel and other personnel under the term this contract. Co-payments shall be reasonably affordable for employees. Scope of medical and dental plans and coverage(s) shall be equivalent to the plans proposed in the Contractor's RFP response. Over the course of this contract, the health and dental plans offered to the Contractor's employees shall be the same as offered to all other Contractor's employees throughout their organization.

2. Vision Program

- a. Contractor shall provide a Vision Care Program available to all full-time and part-time employees. The program shall include discounts on full vision services and savings on contacts, prescription glasses and other services equivalent to the plan proposed in the Contractor's RFP response.

3. 401(K) Plan

- a. Contractor shall make available to all employees a 401(k) Plan to provide funds for an employee's retirement and to provide funds for an employee's beneficiary (ies) in the event of death.
- b. The amount an employee contributes to the 401(k) Plan (an employee's "elective deferral") is deducted from the employee's payroll check on a before-tax basis (an employee defers paying current taxes on the amount contributed and defers paying current taxes on interest/investment earnings).

4. 401(k) Employer Match-

- a. In addition to making an "elective deferral" to the 401(k) Plan, an employee may be eligible to receive a discretionary contribution from HSS. To be eligible an employee must be over age 21 and:
 - i. Have completed at least one year of employment
 - ii. Worked a minimum of 1,000 hours in a 12-month period
 - iii. Makes an "elective deferral" of at least 3% of base wages to the 401(k) Plan.

5. Performance-based Incentive, Recognition and Rewards Program

- a. The Contractor will provide their employees a web-based employee recognition program called "HSSRewards". The basic premise of the program is to recognize employees for supporting core values and delivering on the Contractor's quality and performance promise to the City.
- b. The Contractor will recognize employees through Service Awards and Pride Champion Awards.
- c. Employees will be given monetary rewards valued between ten (\$10) and one hundred (\$100) dollars to spend as they choose from over 300 participating online businesses.
- d. The base program will reward employees for customer service, teamwork, performance excellence,

perfect attendance, superior appearance, accident-free driving, and etcetera.

- e. Employees will be recognized in person and in a quarterly company newsletter for their accomplishments.
- f. A special category of acknowledgement is the “Pride Champion.” Pride Champions will be individuals nominated for exceptional performance in the line of duty such as saving a life, or preventing damage to the facility they are protecting. Pride Champions will be personally handed a framed certificate by a member of Executive Management, typically at a quarterly meeting with their peers in attendance, acknowledged in the newsletter (distributed to all employees, as well as our customers), and given one hundred dollars (\$100). The Rewards program is extended to, not only supervisors who nominate Security Personnel for recognition and awards, but also to co-workers who may nominate each other.

6. Ilead

The customized iLEAD program includes computer-based training courses and instructor-led training classes emphasizing total leadership development. iLEAD is structured for progressive learning at every level within HSS. The 100 series curriculum is targeted toward entry level employees and focuses on Leading Self. The 200 series curriculum is targeted towards supervisors and focuses on Leading Others, while the 300 series curriculum is targeted towards program managers and focuses on operating the Business. Finally, the 400 series curriculum is targeted towards the executive staff and focuses on Leading Strategy and Change.

7. Paid Time Off Program

HSS provides a benefit of Personal Time Off (PTO) to full-time employees to compensate during an absence from work due to vacation or personal reasons. Employees earn one week (40 hours) of PTO upon completion of one year of full-time continuous service. After the first year of service, HSS employees begin to accrue PTO each pay period at accrual rates, which increase with tenure and will provide employees a minimum of 80 hours of PTO upon completion of five years of service.

In addition, HSS provides Catastrophic Leave (CL) to eligible, full-time employees to provide compensation during periods of serious illness or injury not work related, and for bereavement. A full-time employee is given forty (40) hours of CL following the first year of full-time employment and accrues 1.54 hours per pay period worked thereafter. PTO/CL hours can carry over from year to year, up to a 160 PTO hours and 200 CL hours.

Employees’ continuous service dates, tenure dates and PTO/CL balances obtained in the previous Denver Government Services Contract will remain and carry forward in the subsequent awarded contract.

8. Employee Wellness Program

Employees who enroll in an HSS medical insurance plan are eligible to participate in our **FREE** Employee Wellness Program. This program offers individual consultation, life coaches, and personalized assistance in reaching individual goals.

9. Life & Accidental Death and Dismemberment plan

HSS offers Basic and Supplemental Life and AD&D coverage through Mutual of Omaha. All employees have the option of purchasing Life and AD&D coverage. After one year of service, HSS provides \$10,000 coverage for all active, full-time non-exempt (hourly) employees regularly working a minimum of 36 hours per week at no charge to the employee.

10. Short-Term and Long-Term Disability

Disability plans provide income replacement when you are unable to work due to a non-work related injury or illness.

Short-term Disability

After Participants satisfy a 14-day waiting period, benefits will provide 60% of your weekly covered earnings to a maximum of \$1,000, payable up to an 11 week maximum benefit period.

Long-term Disability if your disability continues for 90 days or more, this benefit replaces 60% of your annual earnings to a maximum of \$5,000 per month.

11. Employee Assistance Program

HSS offers a 24/7 Employee Assistance Program through Mutual of Omaha Group Insurance. This service offers confidential support, guidance, and resources to employees and provides assistance with parenting and childcare, eldercare, relationships, work and career, and financial concerns.

12. Promotion

- a. Contractor shall strive to maintain an internal promotion rate of 70-85% throughout the life of the contract.

13. Full-Time / Part Time Employee Balance

- a. Contractor shall strive to maintain a 70 %-80% full-time / 30%-20% part-time balance rate throughout the life of the contract.

14. Contractor Employee Performance

HSS evaluates security officers daily by conducting daily supervisory checks and monthly competency testing. Supervisors meet with employees daily and test post order competency. If security officers do not pass the competency test, immediate retraining is performed onsite and the material is reviewed until thoroughly understood. While making their site visits, supervisors clarify any questions, resolve concerns, conduct uniform inspections, and evaluate job performance. Uniform inspections are documented and include confirming that security officers have the necessary identification and are wearing their uniform properly. Employees are incented with rewards for consecutive excellent uniform inspections. Additionally, performance evaluations are conducted on all employees a minimum of once annually.

15. Overall Contract Performance

- a. The City and Contractor will administer a Contractor Performance Management Program as part of

contract. The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to services.

16. MWBE Participation

The Contractor will commit at least 16% of the total revenue derived from this contract to Minority/ Women owned enterprises along with 21% of total hours.

The Contractor will provide one annual or upon demand a statement/ historical data indicating the distribution of service hours/ contract revenue with MWBE companies throughout the term of this contract.

The Contractor may also sub-contract with MWBE contractors who do not provide direct security services.

Sub-contractor Security Personnel shall be trained to the Contractor's guidelines/ standards.

17. Homeland Security „Safety Act“ Certification

Certification Retention

The Contractor shall retain its U.S. Department of Homeland Security „Safety Act“ Certification throughout the term of the contract.

In the event of revocation of the certification, the Contractor shall immediately notify the Executive Director of General Services.

B.13 TRAINING REQUIREMENTS:

1. Contractor is to have an established training program in which all Security Agents have participated/ tested in. The training must be provided by a certified instructor and documented for each employee.
2. The Contractor is to provide, at its own expense, a minimum of twenty-four (24) hours of training for employees (both Security Agents and Supervisors) prior to their assignment to a City facility. The training provided by the Contractor is to be comprehensive in order to assure Security Personnel will perform their duties effectively.
3. In addition, to the formal training for new hires, the Contractor is to provide ongoing on-the- job training in response to Security Agent(s) needs and changing conditions to ensure he/she is performing to the satisfaction of the City.
4. Security Agent training is to include but not limited to the following:
 1. Operational orientation: Policies, procedures, rules and regulations.
 2. Legal Restrictions: Problem solving exercises related to how to determine: „probable cause“, „use of

force”, Security Agent rights and responsibilities in detaining suspects, confrontational situations, and apprehending suspects.

3. Patrols: Methods of patrolling offices, public buildings, exterior walkways, parking areas, safe conduct of patrol rounds and defensive measures in confrontational situations.
 4. Report Writing: How to prepare, draft, review, and submit relevant information for City personnel along with insurance, investigative, or litigation purposes.
 5. Radio Communications: Radio operations-routine and emergency situations.
 6. Evacuation Procedures: Actual walk-through of emergency evacuation for all facilities. Evacuation of handicapped persons training and activation of evacuation systems, emergency communications systems, and etcetera.
 7. First Responder/ First Aid: Certified Red Cross instruction including Cardio- pulmonary resuscitation (CPR).
 8. Self -Defense techniques.
 9. Alarm system orientation: Identification and discussion of various alarm devices found on City property.
 10. Armed and Supervisory Agents will be trained in the use of hand-cuffs: Including the proper methods of immobilizing subject, performing body search and applying hand- cuffs without injury.
 11. Security Personnel, where applicable, are to be trained in the operation of x-ray scanning devices, walk-thru metal detectors, hand-wands and also visual recognition of weapons, drugs and other illegal items and the use of computer operated monitoring systems.
 12. Training is to include appearance, courtesy, and customer service to the public. New Security Agent training shall also include training specific to the duties required at specific City facilities. Security Personnel and supervisors shall be familiar with site location details and provide accurate directions to the public.
 13. Contractor shall meet the Specific Training set out herein at Attachment 1.
5. Armed Agents-Training And Requirements
1. Training Requirements
 - I. The Contractor shall be responsible for training armed Agents in the use of weapons (including firearms).
 - II. The possession and use of weapons by Agents shall be in strict conformance with all applicable and jurisdictional laws of the U.S. Government, The State of Colorado and the City and County of Denver.

- III. All Agents who are authorized to wield weapons, including firearms, must be trained and proficient in the use of such weapons.
- IV. Proficiency in the use of specific firearms must be demonstrated when an Agent is initially employed to service the subsequent contract by the successful completion of a training course approved by the Manager of Safety of the City and County of Denver.
- V. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Agent has successfully completed the initial weapons training course and required subsequent annual refresher courses.
- VI. The above are minimum standards, and the Contractor shall require any and all further training to keep each Agent proficient in the care, maintenance and use of firearms.

B.14 STAFF IMPLEMENTATION REQUIREMENTS:

1. The Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for their personnel- including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with Denver Revised Municipal Code (DRMC) Article 5.
2. The Contractor is to submit to City, thirty (30) days (sooner if possible) prior to service start date of the contract the following:
Lists of the Security Agents, Supervisors, Asst. Supervisors, etc. assigned to the City account and include copies of their valid Merchant Guard License(s), Merchant Guard Firearm Status, Driver's Licenses, copies of all written candidate background investigation reports and evidence of CPR and First Aid training.
3. Prior to the contract start date, the Contractor is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Agents.
4. Transition Training
 1. Contractor will methodically test and re-train its agents using a comprehensive test that measures their specific site knowledge and use of screening equipment.

B.15 REPORTING AND ANALYSIS

1. The Contractor is to provide the City with comprehensive reporting and analysis in regards to but not limited to: patrols, tours, and incidents
 - Reporting shall be available from a high-level account/Citywide aspect down to location/ deployment incident specific instance.
 - Contractor shall be able to provide periodic reporting and trend analysis in relation to the overall account and locations/ deployments reflective of incidents and other DATA over defined time-periods.

- Provide additional reporting as required by individual agencies.
- Provide comparative analysis with other entities in the metropolitan area along with comparable cities in other states (as applicable).

B.16 PRICING

Pay Rates and Billing Rates: See Attachment 2. Contractor shall pay its employees based on the HSS Pay Rate Structure-Agents and Supervisors

B.17 X-RAY EQUIPMENT

X-Ray Equipment-See Attachment 3 for required equipment and associated payment: X-Ray Equipment Pricing Schedule

Agency Specific Scope of Works

The Contractor shall provide Uniformed Unarmed and Armed Security Agents and coverage for each agency as detailed herein. The approximate service and personnel needs outlined are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual level of service and/or personnel hours will equal the estimates. The City will be supplied with more or less of the services outlined herein according to actual security requirements or recommendations, and the availability of appropriated funds.

B.18 FACILITIES MANAGEMENT (FM) FACILITIES SPECIFIC REQUIREMENTS:

1. FM Buildings/ Facilities /Sites (All Currently Unarmed)
2. Addresses:
 - a. City and County Building, 1437 Bannock St
 - b. Wellington E. Webb Municipal Office Building, 201 W. Colfax Ave
 - c. Permit Center, 200 W. 14th Ave
 - d. Police Administration Building, 1331 Cherokee
 - e. Minoru Yasui Office Building , 303 W. Colfax Ave
 - f. Justice Center, 490 W. Colfax Ave
 - g. Roving Supervisor w/vehicle (all locations)
3. The scope for these locations is primarily the operation of screening persons entering City premises and their personal property utilizing electronic screening equipment at facility entrances:
 - a. Walk-thru Magnetometers
 - b. Hand Wands
 - c. X-ray Machines

1. Other required duties include building foot patrols, information desk duty, guardhouse duty, roving supervisor with vehicle, assisting emergency evacuations, and any other Security Agent duties as detailed herein, or as may be added in the future.

2. Invoicing

- a. Itemized, detailed invoices for FM locations shall be sent on a twice-monthly basis to:

City and County of Denver
Accounts Payable
201 W. Colfax Ave., Dept. 908
Denver, CO 80202

Invoices must include:

Invoice number
Invoice date
Service date(s) or service period
PO number (will be provided to contractor when assigned)
Business Unit/ORG (GSFPM-3082800)
Service location (Building name and address)
Facility Code (list will be provided to the contractor)
Itemized charges, including unit of measurement
Total charge

3. FM Specific Scope of Work Requirements:

- a. The Contractor shall ensure that Agents are available to provide escorts for Judges, Magistrates, Prosecutors and other City employees who work late shifts, night shifts, night court, and who support City Council meetings and special events in the late evening hours. All Security Agents are able bodied and trained to provide escort service upon request.
 - b. Attendance verification shall be required at the start of each shift. The Site Supervisor or Assistant Supervisor shall assure that each Agent is present, neat and clean in appearance prior to the beginning of each shift.
 - c. All Agents shall sign in and out in the Security Personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post. The Contractor shall develop a contingency plan for alleviating long lines at facility doors and entrances for busy days and shall institute that plan when necessary or when notified by the City.

- d. The Contractor will ensure that facility security checks including restroom supplies, light bulbs in the interior and exterior of the building are inspected for deficiency at the beginning and the end of each shift and annotated in the log book.
- e. The Contractor shall develop and implement an evacuation and accountability plan for each separate facility, maintain the plan on site and implement the plan as threat circumstances warrant or as directed by the City.
- f. The Contractor shall provide quarterly threat training or re-certification training to all Security Agents and shall make the training records available to the City and County of Denver for inspection.
- g. Assist with the programming of the building security access system and security access cards.
- h. Develop Post Orders specific to building and maintain as required.
- i. Make security recommendations to assist with overall building security.
- j. Reporting
 - i. The Contractor is to provide the City with written weekly reports on the hours of service of personnel and same is to be accompanied with daily logs and time sheets. These reports are to reflect the hourly rates paid, hours worked, location of the work (using agency), specific facility where the post is located, shift and any/all information that may be specified by the City.
 - ii. The Contractor is to provide Security Incident Reports on a form approved by the City and which shall describe each incident completely. Security Incident Reports are to be submitted weekly to the City and to appropriate using agency personnel.
 - iii. The Contractor is to submit to the City a monthly Weapons Report which is to identify by type the total number of weapons confiscated for each month at the Justice Center and City and County Building.
 - iv. The Contractor may be asked periodically to provide special reports concerning personnel, staff training, security incidents, security needs, etc.
 - v. In the event of an emergency, the Contractor shall at all times have an authorized supervisor or management representative, who may act on behalf of the company, available to respond to any facility included herein within one half (1/2) hour after notification for emergencies as so deemed by the City's authorized representative.

k. Vehicles

- i. One (1) vehicle will be required which must be no more than five (5) years old throughout the term of the subsequent contract. Vehicle(s) supplied must be capable of responding over varying terrain and during all weather conditions. Vehicle is to be appropriately marked as security vehicles on both the left and right sides (front doors). Compensation for this vehicle is to be on per-month basis only.

l. Radios

- i. The Contractor is to have the existing capability to provide two-way radio communications between Agents, and to/ from a centralized radio communications headquarters. The Contractor is to be responsible for monitoring radio communication twenty-four (24) hours per day with all Facilities Management Facilities. The City shall supply and maintain radios for the Agents assigned to the City and County Building. The Contractor shall supply and maintain all other radios.

m. Initial FM Locations/Coverage/Estimated Hours are provided herein. See at Attachment 4 for City locations and Service hours.

- i. Schedules depicted are approximations and **subject to change** as required by changing circumstances.
- ii. Unless otherwise noted assume positions are filled by a Security Agent- Un-Armed

B.19 HUMAN SERVICES ADDITIONAL SPECIFIC REQUIREMENTS

1. General Information-Human Services

Send invoices to:
Denver Department of Human Services
1200 Federal Boulevard
Denver, CO 80204
Attn: Accounts
Payable
or as required in the future.

2. Denver Human Services Specific Requirements for All Posts

Agents will staff posts as assigned, according to the schedules as required, at the building location(s) designated.

In addition to duties commonly expected of Security Agents under this contract, and depending upon the post assigned, Agents working at DDHS facilities may be engaged in additional varied activities such as:

- i. Providing special protective action for at-risk clients such as infants, disabled, elderly, and others as these specific groups visit DDHS facilities.
- ii. Operating personal computers and specialized software for the purpose of monitoring alarm systems, access control functions and video surveillance equipment and various reports and documents.
- iii. When assigned to a security control desk, answering telephone calls in which persons report medical emergencies, disturbances or other significant emergencies or other urgent situations within the Department or on the campus, obtaining required information and using special radio communication equipment to notify Agents and direct a response to the matter.
- iv. Effective customer service skills are of the utmost importance at any post in this facility.

3. Denver Human Services Specific Requirements for Specific Post(s)

- i. Family Crisis Center - 2929 W. 10th Avenue
 - This post requires special tact and skill in dealing with 12 to 20-year-old youths in a residential setting.

4. Other Assigned Personnel

Contractor is to provide a full-time Site Supervisor assigned to the facilities of the Denver Department of Human Services (DDHS).

Responsibilities of this Site Supervisor include:

- On-site supervision of all Contractor Agents assigned to DDHS facilities.
- Other tasks intended to prepare for and maintain the highest possible level of service and safety for DDHS.

5. Initial Service Location Hours at Denver Human Services are provided herein. Schedules depicted workbook are approximations and subject to change at the discretion of the City.

B.20 WASTEWATER MANAGEMENT REQUIREMENTS

Address: WASTEWATER MANAGEMENT DIVISION, 2000. 3RD AVE.

1. Wastewater General Requirements

Wastewater will provide each Agent with a panic alarm pager and two-way police radios. Contractor radios are not utilized at the Wastewater Complex. Wastewater has video surveillance equipment and computer controlled door locking system. The agency will provide training on all in-house equipment during the training period. The Contractor will provide the Site Supervisor with a pager.

All issued equipment, i.e., radios, panic alarm pagers, keys, cameras, flashlight, documents, code and training books are not to be removed from the Wastewater Complex for any reason.

They are to be passed to the next shift of Agents. If a piece of equipment is lost or broken it must be reported in writing (Incident Report) and reported to the Agency Contact.

The agency will have the final decision on all Security Agents hired to fill position at the complex. The work format utilized at the complex will not be discussed except to say that it is of a nature of observation, reporting and when the situation lends itself, notify proper authority.

2. Wastewater Vehicle Required:

Contractor must furnish a vehicle assigned permanently to the Wastewater Account to facilitate patrol of the Wastewater facility, parking areas, etc. One vehicle will be required which must be no more than five (5) years old throughout the term of the contract. The vehicle supplied must be capable of responding over varying terrain and during all weather conditions. Compensation for this vehicle shall be on per month basis only. Contractor shall identify the make, model and year of vehicle they will furnish for Wastewater.

3. Wastewater Employee Check-in, Timekeeping, Meals

Security Agents are to Report to Wastewater Management Division site on time for their shift. They must log in on the computer and familiarize themselves with the plan of the day. Sign in on the pass-on book. Agents working 8 or 12 hour shifts are authorized one (1) half hour lunch break. These are to be taken on-site. If a situation occurs, Agents must respond immediately.

4. Special Requirements for Wastewater Supervisors:

Supervisors must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a minimum of two years of successful

supervisory experience in the security or law enforcement field or in the military.

5. Signing in and out:

All Agents shall sign in and out in the personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.

6. Service Location Hours at Waste Water Division

Schedules depicted herein are approximations and subject to change at the discretion of the City.

7. Weapons and Ammunition

The type of weapon and ammunition acceptable for armed Agents shall be comparable to equipment used by the Denver Police Department. A baton and pepper spray shall also be carried by armed Agents. In addition, to weapon and ammunition, Wastewater Security Personnel will wear and have certified training for the following:

- Handcuffs (pair) and keys
- Handcuff case

The Contractor shall furnish, in writing, a list of personnel which shall include their assigned license or permit and any ensuing changes thereto to the individual agency administrator.

0571A-2015_ PROPOSER INTERVIEW RESPONSE SUBMITTAL OUTLINE:

ATTACHMENT 1

-Add rows and or columns as necessary-

1. Please indicate the base training that all your security agents go through prior to placement- regardless of the client.	Training Description-Hours-Method	When was this training last updated? Provide date m/yr.	2. Please indicate what training in addition to the base training (1) that all your security agents go through prior to placement to a City account location.	Training Description- Hours-Method	When was this training last updated? Provide date m/yr.	3. Describe any additional specialized training/ courses (NOT included in 1 and 2 above) that is available and upon the request of the City Contact/ Facility manager have security agents that provide service in their area/ facility trained to and if there is an additional charge for this request.	When was this training last updated? Provide date m/yr.	Would there be a charge for this supplemental training, if yes at what cost?
FOR UNARMED AND ARMED	FOR UNARMED AND ARMED		FOR UNARMED AND ARMED	FOR UNARMED AND ARMED		\$		
New Officer Orientation – 8 hours – Live classroom instruction	6/2012	Security Screening and Equipment Training – 4 hours Live instruction performed on-site and in classroom	6/2015	Re-certification of Security Screening and Equipment – 2 hours	7/2015	\$NO CHARGE		
		On The Job Training (OJT) – 2 hours of supervised OJT	6/2015					
		De-escalation Tactic Training – 4 hours classroom instruction	6/2012	First Aid/CPR/AED – 8 hours classroom instruction (American Heart Association)	7/2015	\$NO CHARGE		
		Handcuffing (Supervisors only) – 2 hours classroom training	8/2015			\$		
		Active Shooter Training – 1 hour classroom training	6/2014			\$		

0571A-2015_ PROPOSER INTERVIEW RESPONSE SUBMITTAL OUTLINE:

			Terrorism Awareness/Behavioral Recognition – 6 hours of classroom instruction	2/2013		\$
			Control Room Post Training – 2 hours on-site/at the post.	2/2015		\$
INDICATE TOTAL HOURS=	8		INDICATE TOTAL HOURS=	19		\$
ARMED SPECIFIC			ARMED SPECIFIC			\$
			Basic Firearms Training (for armed officers only) – 12 hours of classroom instruction followed by 12 hours of range time.	8/2015		\$
			Arms Recertification Training (for armed officers only) – Every 6 months for armed officers. Four (4) hours, including 2 hours of classroom and simulator (scenario based) training and 2 hours of range time).	8/2015		\$
			Handcuffing – 2 hours classroom training	8/2015		\$
INDICATE TOTAL HOURS=			INDICATE TOTAL HOURS=	30		\$

HSS Pay Rate Structure - Agents and Supervisors			
Supervisors 2016 Pay Scale			
Title	Seniority	New Pay	Bill Rate
Supv 1	<1 year	\$15.59	\$23.78
Supv 2	1 - 4 years	\$15.94	\$24.16
Supv 3	4+ years	\$16.29	\$24.54
Assistant Supervisors 2016 Pay Scale			
Title	Seniority	New Pay	Bill Rate
Asst 1	<1 year	\$15.08	\$23.23
Asst 2	1 - 4 years	\$15.42	\$23.60
Asst 3	4+ years	\$15.75	\$23.95
Armed Security Agents 2016 Pay Scale			
Title	Seniority	New Pay	Bill Rate
Armed 1	<1 year	\$15.25	\$23.42
Armed 2	1 - 4 years	\$15.60	\$23.79
Armed 3	4+ years	\$16.00	\$24.22
Armed Supv 1	<1 year	\$17.10	\$25.41
Armed Supv 2	1 - 4 years	\$17.48	\$25.82
Armed Supv 3	4+ years	\$17.87	\$26.24
Security Agents 2016 Pay Scale			
Title	Seniority	New Pay	Bill Rate
SO 1	<6 mo	\$13.29	\$21.31
SO 2	6 mo-1yr	\$13.76	\$21.81
SO 3	1 - 4 years	\$14.11	\$22.19
SO 4	4+ years	\$14.17	\$22.25

HSS Pay Rate Structure

In the 2016 HSS Pay Structure-Agents and Supervisor Pay Scale attachment we need to incorporate the following:

On boarding training rate will reflect the current Living Wage Rate as determined by the City of Denver, Auditor's Office. This rate will be paid to all employees during initial thirty-two (32) hours of requisite training.

ATTACHMENT 3

ROW 1 X-RAY EQUIPMENT EXHIBIT

Source Data: 11-2-2015
Quote from Astrophysics

Item	QTY	DESCRIPTION	PRICE	EXTENDED
1	15	XIS-6545: \$19,800 + 7.65% (Use Tax)	\$21,314.70	\$319,720.50
2	2	XIS-5335 MOBILE: \$17,750+ 7.65%(Use Tax)	\$19,107.88	\$38,215.75
			TOTAL	\$357,936.25

POST WARRANTY OPTION #1						
DESCRIPTION	YR 1	YR 2	YR 3	YR 4	YR 5	
XIS-6545	INCL	\$2,694.00	\$2,775.00	\$2,914.00	\$3,147.00	
/12= PER MONTH COST->	N/A	\$224.50	\$231.25	\$242.83	\$262.25	
XIS-5335 MOBILE	INCL	\$2,260.00	\$2,328.00	\$2,444.00	\$2,640.00	
/12= PER MONTH COST->	N/A	\$188.33	\$194.00	\$203.67	\$220.00	

				Cost recoup per month {only for the first 3 years /36 months}
XIS-6545	\$21,314.70	/36		\$592.08
XIS-5335 MOBILE	\$19,107.88	/36		\$530.77

XIS-6545	CONTRACT TERM 3YRS			OPTION YEARS	
	YEAR 1 PRICE / PER UNIT MONTH WORK UP	YEAR 2 PRICE / PER UNIT MONTH WORK UP	YEAR 3 PRICE / PER UNIT MONTH WORK UP	YEAR 4 PRICE / PER UNIT MONTH WORK UP	YEAR 5 PRICE / PER UNIT MONTH WORK UP
	\$592.08	\$592.08	\$592.08	N/A	N/A
MAINTENANCE/ WARRANTY ADDER	N/A (INCLUDED)	\$224.50	\$231.25	Paid Off-1st 3yrs \$242.83	Paid Off-1st 3yrs \$262.25
TOTAL COST PER MONTH->	\$592.08	\$816.58	\$823.33	\$242.83	\$262.25
QTY	15	15	15	15	15
EXTENDED MONTHLY COST (ROW 26 X ROW 28)	\$8,881.13	\$12,248.63	\$12,349.88	\$3,642.50	\$3,933.75
YEARLY COST (ROW 29 X 12)	\$106,573.50	\$146,983.50	\$148,198.50	\$43,710.00	\$47,205.00

XIS-5335 MOBILE	CONTRACT TERM 3YRS			OPTION YEARS	
	YEAR 1 PRICE / PER UNIT MONTH WORK UP	YEAR 2 PRICE / PER UNIT MONTH WORK UP	YEAR 3 PRICE / PER UNIT MONTH WORK UP	YEAR 4 PRICE / PER UNIT MONTH WORK UP	YEAR 5 PRICE / PER UNIT MONTH WORK UP
	\$530.77	\$530.77	\$530.77	N/A	N/A
MAINTENANCE/ WARRANTY ADDER	N/A (INCLUDED)	\$188.33	\$194.00	Paid Off-1st 3yrs \$203.67	Paid Off-1st 3yrs \$220.00
TOTAL COST PER MONTH->	\$530.77	\$719.11	\$724.77	\$203.67	\$220.00
QTY	2	2	2	2	2
EXTENDED MONTHLY COST (ROW 37 X ROW 39)	\$1,061.55	\$1,438.22	\$1,449.55	\$407.33	\$440.00
YEARLY COST (ROW 40 X 12)	\$12,738.58	\$17,258.58	\$17,394.58	\$4,888.00	\$5,280.00

TOTAL MONTHLY COST ALL 17 (ROW 29 + ROW 40)	\$9,942.67	\$13,686.84	\$13,799.42	\$4,049.83	\$4,373.75
TOTAL YEARLY COST ALL 17 (ROW 30 + ROW 41)	\$119,312.08	\$164,242.08	\$165,593.08	\$48,598.00	\$52,485.00

GRAND TOTAL ALL COSTS ALL YEARS

\$550,230.25

ATTACHMENT 3

0571A_X-RAY EQUIPMENT REQUIRED

Security X-ray machine scope of operation, maintenance and repair:

Equipment shall be new and uniform.

Operation: Contractor shall provide training of staff to perform the daily operation of the x-ray machine. This includes but is not limited to start-up, shut-down, testing, calibration and any resets. Contractor to maintain the most recent training programs on all machines (ie TIPS) to provide agents with updated training practices.

Maintenance: Contractor shall service and maintain x-ray machine per manufacturer's requirements. Including a minimum of two preventative maintenance trips per year which includes the radiation survey.

Repair: Contractor shall be fully responsible for all repairs needed. Contractor shall either have the capabilities to make any repairs themselves or be connected with a service contractor who can provide the service and repairs. Service response shall be within 24 hours. For machines that cannot be repaired within 24 hours, the contractor shall bring in a replacement unit temporarily.

Tracking/Scheduling: Contractor to track all maintenance and service calls by machine and provide service inventory spreadsheet to FM monthly.

All service shall be provided by a Certified Service Technician.

Contractor shall have readily available off the shelf parts and provide warranty on all machines which includes all parts (with the exception of belt and curtain) and the 24 hour turnaround for service.

Safety standard of equipment must meet the most recent and minimum requirements (ISO9001 compliant).

Deployment: All equipment shall be in place and ready on the initial date of contract service or phased as allowed by the using agency.

Equipment Cost: \$357,936.25

Upon Agreement expiration or termination the Contractor will be reimbursed for balance owed for the equipment (Equipment Cost minus all City payments made to date attributable to the equipment). The equipment will continue to be in City's possession and upon final balance payment (if any) the City will take title to the X-Ray equipment.

Warranty /Maintenance Cost: See Equipment Exhibit

Upon Agreement expiration or termination the City will reimburse Contractor for any prepaid transferable third party maintenance/warranty coverage fees (if any) made by Contractor as of date of termination on a pro-rated basis for the current calendar year.

ATTACHMENT 4

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: CITY WIDE ADMINISTRATION SECURITY PERSONNEL WEEKLY REQUIREMENTS

CITYWIDE ADMINISTRATION

Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
ACCOUNT MANAGER	M-F &ON-CALL	1	8	5	40
ASSISTANT ACCOUNT MANAGER	M-F & ON-CALL	1	8	5	40
SCHEDULER	0630-1500 M-F	1	8	5	40
TRAINING SUPERVISOR	0800-1600 M-F	1	8	5	40
ROVING SUPERVISOR	1600-0000 M-F	1	8	5	40
ROVING SUPERVISOR	0000-0800 M-F	1	8	5	40
ROVING SUPERVISOR	SAT, SUN 0000-0000	1	24	2	48
					TOTAL HOURS
CITY WIDE ADMINISTRATION-SECURITY PERSONNEL REQUIREMENTS					288

The hours contained below and herein this workbook are the City's best estimate and may not be exact.

SITE SUPERVISION (SUPERVISOR AND ASSISTANT SUPERVISOR)	392
UN-ARMED SECURITY AGENT TOTALS	3343
ARMED SECURITY AGENT TOTALS	414
TOTAL WEEKLY SERVICE HOURS (SITE SUPERVISORY AND AGENT)	4149

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: FACILITIES MANAGEMENT SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: Wellington E. Webb Municipal Building, 201 W. Colfax, Denver CO 80202					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Information Desk Unarmed Security Agent	0800-0400 M-F	1	8	5	40
Security Control Room Unarmed Security Agent	SAT, SUN (SHIFTS AS PROPOSED AND ACCEPTED)	1	24	7	168
Mobile Patrol Unarmed Security Agent	0700-1500 M-F	1	8	5	40
Mobile Patrol Unarmed Security Agent	SAT, SUN (SHIFTS AS PROPOSED AND ACCEPTED)	1	24	7	168
Deck Master Unarmed Security Agent	0600-1400 M-F	1	8	5	40
Parking Garage Unarmed Security Agent	0600-1800 M-F	1	12	5	60
Security Screening Unarmed Security Agent	0600-1800 M-F	2	12	5	120
Security Screening Unarmed Security Agent	0700-1700	2	10	5	100
Assistant Facility (Site) Supervisor- Unarmed	1400-2200 SUN-SAT	1	8	7	56
Assistant Facility (Site) Supervisor- Unarmed	2200-0600 SUN-SAT	1	8	5	40
Assistant Facility (Site) Supervisor- Unarmed	0600-1400 SAT, SUN	1	8	2	16
Facility Supervisor-Unarmed	0600-1400 M-F	1	8	5	40
FACILITY TOTAL					888
FACILITY: Police Administration Building, 1331 Cherokee, Denver CO80202					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Security Screening Unarmed Security Agent	0800-1800	2	10	5	100
FACILITY TOTAL					100
FACILITY: Minoru Yasui Plaza, 303 W. Colfax Ave., Denver, CO 80202					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Security Screening Unarmed Security Agent	0700-1900 M-F	3	12	5	180
Relief Agent Unarmed Security Agent	1100-1500 M-F	1	4	5	20
FACILITY TOTAL					200
FACILITY: Permit Center, 200 W. 14th Ave., Denver, CO80202					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Building Unarmed Security Agent	0700-1700 M-F	1	10	5	50
FACILITY TOTAL					50
FACILITY: Denver City and County Building, 1437 Bannock St., Denver, CO 80202					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
System Monitor Unarmed Security Agent	0000-0800 SUN-SAT	1	8	7	56
System Monitor Unarmed Security Agent	SAT, SUN 0800-0000	1	16	2	32
System Monitor Unarmed Security Agent	2000-0000 M-F	1	4	5	20
Information Desk Unarmed Security Agent	0800-2000 M-F	1	12	5	60
Patrol Unarmed Security Agent	0000-0000 SUN-SAT	1	24	7	168
Patrol Unarmed Security Agent	1100-1900 M-F	1	8	1	8
Patrol Unarmed Security Agent	1100-1500 M-F	1	4	1	4
Patrol Unarmed Security Agent	1600-2000 M-F	1	4	5	20
Patrol Unarmed Security Agent	0600-1400 M-F	1	8	5	40
Patrol Unarmed Security Agent	1000-1400 M-F	1	4	5	20
Security Screening-N. Bannock Entrance Unarmed Security Agent	0700-0730 M-F	2	0.5	5	5
Security Screening-N/ Cherokee Entrance Unarmed Security Agent	0730-1700 M-F	6	9.5	5	285
Security Screening-14th Street Entrance Unarmed Security Agent	1700-2030 M-THURS	2	3.5	4	28
Security Screening-Main Front Entrance, 2nd Floor Unarmed Security Agent	1700-2000 FRI	1	3	1	3
Assistant Facility Supervisor-Unarmed	1500-2300 M-F	1	8	5	40
Facility Supervisor-Unarmed	0700-1500 M-F	1	8	5	40
FACILITY TOTAL					829

FACILITY: Justice Center (Courts), 520 West Colfax Avenue, Denver, CO 80202						
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours	
System Monitor Unarmed Security Agent	SUN-SAT (SHIFTS AS PROPOSED AND ACCEPTED)	1	24	7	168	
Mobile Unarmed Security Agent	SUN-SAT (SHIFTS AS PROPOSED AND ACCEPTED)	1	24	7	168	
Information Desk Unarmed Security Agent	0800-1600 M-F	1	8	5	40	
Security Screening Unarmed Security Agent	0730-1130 M-F	1	4	5	20	
Security Screening Unarmed Security Agent	0730-1530 M-F	1	8	5	40	
Security Screening Unarmed Security Agent	0800-1000 M-F	2	2	5	20	
Security Screening Unarmed Security Agent	0730-1730 MON	2	10	1	20	
Security Screening Unarmed Security Agent	0730-1700 M-F	2	9.5	5	95	
Security Screening Unarmed Security Agent	0730-1700 MON	2	9.5	1	19	
Security Screening Unarmed Security Agent	0730-1700 THU	2	9.5	1	19	
Security Screening Unarmed Security Agent	0730-1800 THU	1	10	1	10	
Security Juvenile Court Unarmed Security Agent	0730-1600 THU	2	8.5	1	17	
Security Screening Unarmed Security Agent	1600-1700 THU	1	1	1	1	
Facility Supervisor-Unarmed	0700-1500 M-F	1	8	5	40	
Assistant Facility Supervisor-Unarmed	1500-2300 M-F	1	8	5	40	
FACILITY TOTAL					717	
FACILITY: Justice Center (Detention Center), 490 West Colfax Avenue, Denver, CO 80202						
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours	
Security Screening Unarmed Security Agent	0700-2000 M-F	2	13	5	130	
Security Screening Unarmed Security Agent	0700-1400 M-F	2	7	5	70	
Security Screening Unarmed Security Agent	0700-1300, SAT, SUN	2	6	2	24	
FACILITY TOTAL					224	
FACILITIES MANAGEMENT-SECURITY PERSONNEL REQUIREMENTS					TOTAL HOURS	
					3008	
					SUPERVISORY	312
					Security Agent	2696
						3008

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: SHERIFF SECURITY PERSONNEL WEEKLY REQUIREMENTS

FACILITY: Justice Center (Detention Center), 490 West Colfax Avenue, Denver, CO 80202

Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Security Screening (Staff Screening) Unarmed Security Agent	17HRS/365 DAYS	2	17	6	204
FACILITY TOTAL					204
SHERIFF-SECURITY PERSONNEL REQUIREMENTS					TOTAL HOURS
					204
Security Agent					204

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: DEPARTMENT OF MOTOR VEHICLES SECURITY PERSONNEL WEEKLY REQUIREMENTS

FACILITY: DMV Tremont Branch, 2855 Tremont Pl Denver CO 80205

Post	Shift Hours / Days	Position # X Hours Per Day X Days a week = Total Hours	Hours Per Day	Days Per week	= Total Hours
Lobby					
Armed Security Agent	0745-1730 M-F	1	9.75	5	48.75

FACILITY: DMV Northeast Branch, 4685 Peoria St Denver CO 80239

Post	Shift Hours / Days	Position # X Hours Per Day X Days a week = Total Hours	Hours Per Day	Days Per week	= Total Hours
Lobby					
Armed Security Agent	0745-1730 FRIDAY (ONLY)	1	9.75	1	9.75

FACILITY: DMV Northwest Branch, 3698 W 44th Ave Denver CO 80211

Post	Shift Hours / Days	Position # X Hours Per Day X Days a week = Total Hours	Hours Per Day	Days Per week	= Total Hours
Lobby					
Armed Security Agent	0745-1730 FRIDAY (ONLY)	1	9.75	1	9.75

FACILITY: DMV Southwest Branch, 3100 S Sheridan Blvd, Denver CO 80227

Post	Shift Hours / Days	Position # X Hours Per Day X Days a week = Total Hours	Hours Per Day	Days Per week	= Total Hours
Lobby					
Armed Security Agent	0745-1730 FRIDAY (ONLY)	1	9.75	1	9.75

DMV-SECURITY PERSONNEL REQUIREMENTS

TOTAL HOURS
78

NOTE: These three offices (DMV Northeast Branch, DMV Northwest Branch, DMV Southwest Branch) above ALSO have an additional 9.75 hr shift on the last day of each month and the day after a City holiday

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: PARKING MAGISTRATE SECURITY PERSONNEL WEEKLY REQUIREMENTS						
FACILITY: Parking Magistrate Office, 201 West Colfax Ave., Denver CO 80202						
Post	Shift Hours / Days	Position # X Hours Per Day X Days a week = Total Hours	Hours Per Day	Days Per week	= Total Hours	
Lobby						
Armed Security Agent	0830-1630 M-F	1	8	5		40
					TOTAL HOURS	
PARKING MAGISTRATE-SECURITY PERSONNEL REQUIREMENTS						40
					Security Agent	40

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: HUMAN SERVICES SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: Richard T. Castro Human Services Center, 1200 Federal Blvd., Denver, CO 80204					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Information Desk Unarmed Security Agent	0600-1430 SAT, SUN	1	8	2	16
Information Desk Unarmed Security Agent	1130-2000 SAT, SUN	1	8	2	16
Information Desk Unarmed Security Agent	0900-1300 SAT	1	4	1	3.5
Information Desk Unarmed Security Agent	0500-1330 M-F	1	8	5	40
Information Desk Unarmed Security Agent	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Agent	0800-1630 M-F	1	8	5	40
Information Desk Unarmed Security Agent	1230-2100 M-F	1	8	5	40
Information Desk Unarmed Security Agent	1330-2200 M-F	1	8	5	40
FACILITY SUPERVISOR UNARMED	0700-1530 M-F	1	8	5	40
FACILITY TOTAL					275.5
FACILITY: Eastside Human Services 3815 Steele Street; Denver, CO 80205					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Information Desk Unarmed Security Agent	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Agent	1100-1930 M-F	1	8	5	40
FACILITY TOTAL					80
FACILITY: Arie P. Taylor (Montbello Satellite Office, 4685 Peoria St., Denver, CO 80239					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Information Desk Unarmed Security Agent	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Agent	1100-1930 M-F	1	8	5	40
FACILITY TOTAL					80
FACILITY: Family Crisis Center					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
Information Desk Unarmed Security Agent	1630-2030 SUN	1	4	1	3.5
Information Desk Unarmed Security Agent	0830-1700 M	1	9	1	9
Information Desk Unarmed Security Agent	1200-2030 TUE-THUR	1	8	3	24
Information Desk Unarmed Security Agent	1130-1930 F	1	7.5	1	7.5
Information Desk Unarmed Security Agent	1300-1700 SAT	1	4	1	3.5
FACILITY TOTAL					47.5
HUMAN SERVICES-SECURITY PERSONNEL REQUIREMENTS					TOTAL HOURS
					483
Supervisor					40
Security Agent					443
					483

INFORMATIONAL ONLY

CITY AND COUNTY OF DENVER: WASTE WATER SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: Waste Water, 2000 West 3rd Avenue, Denver CO 80223					
Post	Shift Hours / Days	Position #	Hours Per Day	Days Per week	= Total Hours
SITE SECURITY SUPERVISOR ARMED	0630-1430 M-F	1	8	5	40
Armed Security Agent	1430-0630 SUN-SAT	2	16	7	224
Armed Security Agent	0630-1430 M-F	1	8	5	40
Armed Security Agent	0630-1430 SAT, SUN	2	8	2	32
				FACILITY TOTAL	336
WASTE WATER-SECURITY PERSONNEL REQUIREMENTS					TOTAL HOURS
					336
Supervisor					40
Security Agent					296
					336

ADDITIONAL SERVICE-AS REQUIRED

The City reserves the right to add, remove, modify service hours to existing security locations/ deployments.

The City may require additional service hours/ days in relation to existing shifts.

The additional service hours are to be broken out separately when invoiced

The City may also require short-term or extended term (non-permanent) security staff deployments for special circumstances (multi-day conferences, problematic security risk areas requiring a short duration security presence, and etcetera.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2015

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 Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village CO 80111	CONTACT NAME: Morgan Dagger PHONE (A/C, No, Ext): 303-889-2700 E-MAIL ADDRESS: morgan_dagger@ajg.com	FAX (A/C, No): 303-889-2609													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Compa</td> <td>23035</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER E : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Liberty Mutual Fire Insurance Compa	23035	INSURER C : Zurich American Insurance Company	16535	INSURER D : Federal Insurance Company	20281	INSURER E : American Zurich Insurance Company	40142	INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Zurich American Insurance Company	16535														
INSURER D : Federal Insurance Company	20281														
INSURER E : American Zurich Insurance Company	40142														
INSURER F :															
INSURED HSS Inc. 900 S Broadway Denver, CO 80209															

COVERAGES

CERTIFICATE NUMBER: 1263951359

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.

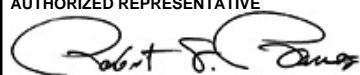
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deduct: \$25,000 <input checked="" type="checkbox"/> Profess. Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BSPKG0180306	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-661-066540-014	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BSPKG0180406	12/1/2014	12/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
E C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC9827669-03 WC9827668-03	12/1/2014 12/1/2014	12/1/2015 12/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$500,000 DED E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Employee Dishonesty			6800-9708	12/1/2014	12/1/2015	Employee Theft Deductible 1,000,000 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City and County of Denver, its elected and appointed officials and employees are named as Additional Insured as respects General, Automobile and Umbrella Liability. A Waiver of Subrogation applies as respects the General, Automobile and Umbrella Liability policies and the Workers Compensation policy. The City and County of Denver is named as Joint Loss Payee as respects the Employee Dishonesty-Crime Policy. Security Guard Contract #201524822. Coverage Form Reference: GL Blanket Waiver of Sub #AICSGPE34 08/02, Add'l Ins #00GL033400 04/08 & 30 Day Definite Notice of Cancellation Form #AIC-SGP-E42(7/03); Automobile Add'l Insured & Waiver #HA99130187. Workers Compensation Waiver of Sub Form #WC000313(11/05); Umbrella Additional Insured Form #CU00011207 & Waiver of Sub Form #CU24030900.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 West Colfax Avenue Dept 304, 11th Floor Denver CO 80202	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 
--	---

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ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

SCHEDULE

Designated Person or Organization: THE PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM YOU ARE OBLIGATED BY WRITTEN CONTRACT TO PROVIDE INSURANCE SUCH AS THAT AFFORDED BY THIS POLICY.

Contract Number:

Description of Project:

Location of Project:

We waive any right of recovery we may have against the person or organization designated in the Schedule as subject to this endorsement because of payments we make for injury or damage arising out of work you perform under a contract with the designated person or organization. The waiver applies only to the designated person or organization and the work you perform must be under the contract, and for the project and location, designated in the Schedule.

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Copyright, Insurance Services Office, Inc., 1984.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12/1/2014

Policy No. WC9827669-03

Endorsement No.

Insured HSS Inc.

Premium \$

Insurance Company

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Section II, WHO IS AN INSURED, is amended by adding

Any person, organization, trustee or estate:

- a. to whom "you" are obligated by written contract to provide insurance such as that afforded by this policy, or
- b. specifically designated as an additional insured on an authorized Certificate of Insurance received by "us" prior to any "occurrence";

Coverage afforded under (a) or (b) is limited to liability arising out of "your work" for such additional insured(s) and is caused by the negligent acts of the named insured.

This endorsement shall be excess of any other insurance available except coverage afforded by this endorsement will be primary and non-contributory, but only if and to the extent required by written contract.

All other terms and conditions of the Policy remain the same.



International Trade Services
906 Grand Boulevard
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

EXHIBIT C

1009

MARCH 11, 2009

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586

APPLICANT:	BENEFICIARY:
HOSPITAL SHARED SERVICES, INC.	CITY AND COUNTY OF DENVER
900 SOUTH BROADWAY, SUITE 100	DEPARTMENT OF PUBLIC WORKS
DENVER, CO 80209-4010	201 W. COLFAX AVE., DEPT. 608
	DENVER, CO 80202

EXPIRY DATE: DECEMBER 31, 2010
PLACE FOR PRESENTATION: OUR COUNTERS
AMOUNT: USD 675,000.00 (SIX HUNDRED SEVENTY FIVE THOUSAND AND 00/100 U.S. DOLLARS)

RE: DES PROJECT NUMBER: CONTRACT NUMBER PC 54011
PROJECT NAME: SECURITY CONTRACT FOR CITY & COUNTY OF DENVER
OFFICE BUILDINGS

WE HEREBY ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586 IN FAVOR OF CITY AND COUNTY OF DENVER ("BENEFICIARY"), FOR ACCOUNT OF HOSPITAL SHARED SERVICES, INC. ("APPLICANT") UP TO AN AGGREGATE AMOUNT OF USD 675,000.00 (SIX HUNDRED SEVENTY FIVE THOUSAND AND 00/100 U.S. DOLLARS) AVAILABLE BY BENEFICIARY'S DRAFT(S) DRAWN ON UMB BANK, N.A., AT SIGHT, ACCOMPANIED BY THE FOLLOWING:

1. BENEFICIARY'S WRITTEN, DATED STATEMENT PURPORTEDLY SIGNED BY THE MANAGER, PUBLIC WORKS READING AS FOLLOWS:

"WE CERTIFY THAT HOSPITAL SHARED SERVICES, INC. HAS FAILED TO COMPLETE DES PROJECT NUMBER: CONTRACT NUMBER PC 54011 PROJECT NAME: SECURITY CONTRACT FOR CITY & COUNTY OF DENVER OFFICE BUILDINGS, AND WE DRAW ON THIS LETTER OF CREDIT FOR AMOUNTS OWED DUE TO SUCH FAILURE."

2. THE ORIGINAL OF THIS LETTER OF CREDIT, AND ORIGINAL AMENDMENTS IF ANY.

SPECIAL CONDITIONS:

ALL DOCUMENTS AND DRAFTS MUST BE MARKED "DRAWN UNDER UMB BANK, N.A., STANDBY LETTER OF CREDIT NO. S500586 DATED MARCH 11, 2009."

PARTIAL DRAWINGS ARE PERMITTED.

WE HEREBY ENGAGE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED UPON PRESENTATION.



International Trade Services
906 Grand Boulevard
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S500586 PAGE 2
MARCH 11, 2009

DRAFTS AND DOCUMENTS MUST BE PRESENTED TO UMB BANK, N.A., 1008
OAK STREET, KANSAS CITY, MISSOURI 64106 ATTENTION: INTERNATIONAL
TRADE SERVICES.

EXCEPT AS EXPRESSLY STATE HEREIN, THIS UNDERTAKING IS NOT
SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE
OBLIGATION OF UMB BANK, N.A. UNDER THIS LETTER OF CREDIT IS THE
INDIVIDUAL OBLIGATION OF UMB BANK, N.A. AND IS IN NO WAY
CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY
PRACTICES (ISP98), THE INTERNATIONAL CHAMBER OF COMMERCE,
PUBLICATION NO. 590.

AUTHORIZED SIGNATURE

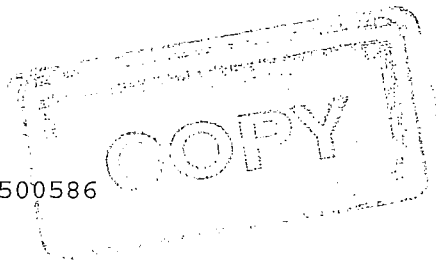
KATHY CARPENTER
VICE PRESIDENT



International Trade Services
1008 Oak Street
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

DECEMBER 22, 2010



IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586
AMENDMENT NUMBER 001

APPLICANT:
HSS INC.
900 SOUTH BROADWAY, SUITE 100
DENVER, CO 80209-4010

BENEFICIARY:
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201 W. COLFAX AVE., DEPT. 608
DENVER, CO 80202

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM HSS INC., WE HEREBY
AMEND THE AFOREMENTIONED LETTER OF CREDIT, ISSUED IN YOUR FAVOR,
AS FOLLOWS:

- 1) EXPIRATION DATE IS EXTENDED TO FEBRUARY 28, 2011.
- 2) APPLICANT'S NAME TO NOW READ: HSS INC.
- 3) IN ALL PLACES IN THE CREDIT "HOSPITAL SHARED SERVICES, INC."
TO NOW READ "HSS INC."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED
CREDIT INSTRUMENT, IT SHOULD BE ATTACHED THERETO.

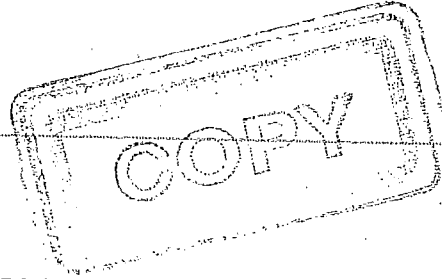


AUTHORIZED SIGNATURE
KATHY CARPENTER
VICE PRESIDENT



International Trade Services
1008 Oak Street
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"



JANUARY 19, 2011

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586
AMENDMENT NUMBER 002

APPLICANT:
HSS INC.
900 SOUTH BROADWAY, SUITE 100
DENVER, CO 80209-4010

BENEFICIARY:
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201 W. COLFAX AVE., DEPT. 608
DENVER, CO 80202

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM HSS INC., WE HEREBY
AMEND THE AFOREMENTIONED LETTER OF CREDIT, ISSUED IN YOUR FAVOR,
AS FOLLOWS:

- 1) EXPIRATION DATE IS EXTENDED TO FEBRUARY 28, 2012.
- 2) ADD THE FOLLOWING: IT IS A CONDITION OF THIS LETTER OF CREDIT
THAT THE EXPIRATION DATE SHALL BE AUTOMATICALLY BE EXTENDED
WITHOUT AMENDMENT FOR ADDITIONAL PERIODS OF ONE YEAR FROM THE
EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT
LEAST NINETY (90) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY
YOU IN WRITING AT THE ABOVE ADDRESS BY OVERNIGHT COURIER SERVICE
THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR
ANY SUCH ADDITIONAL PERIOD.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED
CREDIT INSTRUMENT, IT SHOULD BE ATTACHED THERETO.



AUTHORIZED SIGNATURE

KATHY CARPENTER
VICE PRESIDENT



International Trade Services
1008 Oak Street
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

AUGUST 31, 2012 .

TRANSACTION REF: S500586
AMENDMENT SEQ. NO. 003

THIS AMENDMENT IS CONSIDERED INOPERATIVE
DUE TO NO RESPONSE FROM BENEFICIARY
FOR ACCEPTANCE.



International Trade Services
1008 Oak Street
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

FEBRUARY 13, 2012

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586
AMENDMENT NUMBER 003

COPY

APPLICANT:
HSS INC.
900 SOUTH BROADWAY, SUITE 100
DENVER, CO 80209-4010

BENEFICIARY:
CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS
201 W. COLFAX AVE., DEPT. 608
DENVER, CO 80202

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM HSS INC., WE HEREBY
AMEND THE AFOREMENTIONED LETTER OF CREDIT, ISSUED IN YOUR FAVOR,
AS FOLLOWS:

1) DECREASE AMOUNT BY 175,000.00 U.S. DOLLARS MAKING THE NEW
AVAILABLE AMOUNT 500,000.00 U.S. DOLLARS.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED
CREDIT INSTRUMENT, IT SHOULD BE ATTACHED THERETO.


AUTHORIZED SIGNATURE

ANGELINA GRADO JUAREZ
VICE PRESIDENT



International Trade Services
1008 Oak Street
P.O. Box 419226
Kansas City, Missouri 64141-6226

(816) 860-7000
Fax: (816) 860-4858
Swift Address: "UMKCUS44" or
"UMKCUS44INT"

COPY

SEPTEMBER 14, 2012

IRREVOCABLE STANDBY LETTER OF CREDIT NO. S500586
AMENDMENT NUMBER 004

APPLICANT:

HSS INC.
900 SOUTH BROADWAY, SUITE 100
DENVER, CO 80209-4010

BENEFICIARY:

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES
201 WEST COLFAX, DEPT. 304
DENVER, CO 80202

IN ACCORDANCE WITH INSTRUCTIONS RECEIVED FROM HSS INC., WE HEREBY
AMEND THE AFOREMENTIONED LETTER OF CREDIT, ISSUED IN YOUR FAVOR,
AS FOLLOWS:

1) DECREASE AMOUNT BY 175,000.00 U.S. DOLLARS MAKING THE NEW
AVAILABLE AMOUNT 500,000.00 U.S. DOLLARS.


2) BENEFICIARY'S NAME AND ADDRESS TO NOW READ:

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES
201 WEST COLFAX, DEPARTMENT 304
DENVER, CO 80202

AMENDMENT NO. 3 DATED FEBRUARY 13, 2012 IS CONSIDERED VOID AND
NOT OPERATIVE.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

AS THIS LETTER IS TO BE CONSIDERED A PART OF THE AFOREMENTIONED
CREDIT INSTRUMENT, IT SHOULD BE ATTACHED THERETO.



AUTHORIZED SIGNATURE
ANGELINA GRADO JUAREZ
VICE PRESIDENT



UMB Bank, n.a.

Attn: International Trade Services
1008 Oak Street, Mailstop 1170205
Kansas City, MO 64106
Tel: 816-860-7560
Fax: 816-860-4858
SWIFT: UMKCUS44INT

Attn: Tim Stones
HSS Inc.
900 South Broadway, Suite 100
Denver, CO 80209-4010 United States

November 30, 2014

Re: Our Letter of Credit Number: S500586 Amount: USD 500,000.00
Current USD Balance: 500,000.00
Date of Issue: 02/28/2013
Beneficiary: City and County of Denver, Department of Public Works
201 W. Colfax Ave., Dept. 608
Denver, CO 80202
Prior Expiration Date: 02/28/2015

Ladies and Gentlemen:

According to the original terms of this letter of credit, it has been automatically extended for an additional period. The new expiration date is:02/28/2016. The Beneficiary has been notified.

Thank you for the opportunity to be of service to you.

Very truly yours,

Authorized Signature

Suzanne S. Rohwer
Lead Associate, International
Trade Services

cc:
Michelle Warren
Bank: 0001
Branch: 1110000

Letter of Credit File S500586



Dennis J. Gallagher
Auditor

City and County of Denver

Auditor's Office/Prevailing Wage
201 West. Colfax Ave., Dept. 705 • Denver, Colorado 80202
Phone: 720-913 5000 Fax: 720-913-5035
www.denvergov.org/auditor

EXHIBIT D

TO: All Users of the City of Denver Living Wage

FROM: Robert Merritt, Prevailing Wage Supervisor

DATE: February 17, 2015

SUBJECT: Living Wage / D.R.M.C. 20-80

Workers covered under the living wage ordinance (D.R.M.C. 20-80) are persons employed by any contractor or subcontractor to the city, pursuant to a direct service contract with the City, engaged in the work of a parking lot attendant, security guard, or child care worker, at any public building or public parking facility owned by the city or clerical support worker.

Effective Date: February 17, 2015

The current living wage is \$11.66.

Questions call: 720.913.5000 Prevailing Wage Section