

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 **UNIVERSAL PROTECTION SERVICE, L.P.**, a California Limited Partnership whose address is 1551 N. Tustin Avenue, #650, Santa Ana, California 92705 (the “Contractor” or “Sub-Awardee”), jointly “the parties”.

The parties agree as follows:

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

II. 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.

III. 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 proposal MBE and/or WBE firms with which it intends to subcontract under this Agreement, with a total participation level by such firms of **SIXTEEN PERCENT(16%)**. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **SIXTEEN PERCENT (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:

C. 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.

D. 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.

E. 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 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 Manager the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the contract.

F. 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.

IV. TERM: The Agreement will commence on November 1, 2020 and will expire on October 31, 2023 (the “Term”). Subject to the Manager’s prior written authorization, the Contractor and the City may continue the Term of the Agreement at the same conditions set out herein for additional period of two (2) one (1) year extensions. The parties agree to negotiate in good faith on prices at least six months prior to any extension.

V. COMPENSATION AND PAYMENT:

A. The City shall pay and the Contractor shall accept as the sole compensation for services rendered under the Agreement the amounts set out in **Exhibit E**. Amounts billed may not exceed the rates set forth in **Exhibit E**. The billing rates set forth in **Exhibit E** are subject to adjustment as described in Section V.E below.

B. Reimbursable Expenses:

1. There are no reimbursable expenses allowed under the Agreement except as set out herein. All of the Contractor’s expenses are contained in the rates in **Exhibit E**.

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

D. Maximum Contract Amount:

1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-FIVE MILLION DOLLARS** (\$25,000,000.00) (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.

3. Pricing is firm and fixed for the first contract year. In all subsequent contract years, at the request of the Contractor, the costs for employee wages and benefits may be adjusted to reflect an increase, if any, equal to the percentage change in the cost of purchasing as evidenced by the United States Department of Labor, Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) Denver-Boulder-Greeley, CO (Index Series Id: CUURA433SA0), or its successor using as a base period July 1, 2020 through and including July 1, 2021. Contractor's request for a cost increase shall be for increasing personnel hourly wage, not related to Contractor's desired increase of profit or mark-up AND received by the City in March 1st of the prior year the request is to go into effect on January 1st of the following year. March 1, 2021 is the first year the Contractor can request an increase which will go into effect on January 1, 2022. Under no circumstances shall the increase in costs rise more than 3.5% per annum.

VI. 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.

VII. 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. The Contractor also has the right to terminate the Agreement, with or without cause, upon one hundred and twenty (120) days' prior written notice to the City.

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".

VIII. EXAMINATION OF RECORDS AND AUDITS: 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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States

Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor. to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

IX. 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.

X. 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 above described required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, 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 C**, 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 to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount..

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. Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

K. Additional Provisions:

A. For Commercial General Liability, the policy must provide the following:

1. That this Agreement is an Insured Contract under the policy;
2. Defense costs are outside the limits of liability;
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

B. For claims-made coverage:

1. 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.

XI. 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 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 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 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.

XII. 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.*, except for sales or use taxes as hereinafter provided. If Contractor has the legal obligation to collect sales or use taxes in respect of Contractor's Services hereunder or amounts payable by City for such Services, the City shall promptly pay the appropriate amount of such taxes to Contractor unless City provides Contractor with either a valid and current tax exemption certificate or direct

pay certificate, authorized by the appropriate taxing authority. The Contractor shall promptly pay when due, all other 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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:

Manager of General Services or Designee
201 West Colfax Avenue, Dept. 1110
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.

XX. 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 the E-Verify Program.

4. It is prohibited from using 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.

XXI. 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.

XXII. 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).

XXIII. 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 identity or expression, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

XXIV. 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.

XXV. 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.

XXVI. 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.

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

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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.

XXXIII. 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.

XXXIV. 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.

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

XXXVI. 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.

XXXVII. 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.

XXXVIII. BONDING REQUIREMENTS: To the extent the Contractor subcontracts its responsibilities under the Agreement, the Contractor shall furnish and pay for a Payment Bond with a surety satisfactory to the City and in the form set out in Exhibit B which, when executed by the Contractor and the surety, shall be a guarantee that all of those performing hereunder shall be paid. This Payment Bond shall be renewed annually for each year that this Agreement is extended or renewed. The Payment Bond shall also meet all requirements of Title 38, Article 26 of the Colorado Revised Statutes, as amended. The Performance Bond, which may be combined with the Payment Bond referenced in above, shall be in the form attached hereto as Exhibit B. The Performance Bond shall be renewed annually for each year that this Agreement is extended or renewed. The Performance Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor and the Office of the City Attorney. 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 shall be substantially in the form contained in **Exhibit B**. The fully executed and approved Performance Bond shall be provided within thirty (30) days of the Contract Effective Date.

XXXIX. 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.

XL. 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.

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.

XLII. PAYMENT OF CITY MINIMUM WAGE. Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 201-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C Section shall result in penalties and other remedies authorized herein.

XLII. PAYMENT OF LIVING WAGE.

A. The Contractor and every subcontractor under this Agreement shall pay every covered worker employed under this Agreement not less than the living wage provided for under subsections B and C.

B. The Contractor 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 this Agreement, 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 worker, any deductions made from pay, and the net amount of pay received by each covered worker.

C. 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 this Agreement, 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.

D. Every such contract shall further provide that the Contractor shall post in a place which is prominent and easily accessible to covered workers the scale of wages to be paid to the covered workers.

E. If any worker employed by the Contractor or any subcontractor under this Agreement 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, at its option, by written notice to the Contractor, withhold further payment to the Contractor, or 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. In the event of termination, the Contractor shall be liable to the city for any excess costs occasioned the city thereby.

XLI. FEMA GRANT AND COOPERATIVE AGREEMENT SPECIFIC PROVISIONS

A. Federal Equal Opportunity Clause.

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

C. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

E. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

F. Additional Provisions.

Access to Records

(1) The contractor agrees to provide any agency or department of the State of Colorado, the City, the FEMA Administrator, the Comptroller General of the United States, HHS or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator, HHS or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Use of Seal/Logo

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA or HHS pre approval."

Compliance with Laws

This is an acknowledgement that FEMA or HHS financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA or HHS policies, procedures, and directives.

Federal Government is not a Party

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

False Claims and Statements

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XLII. CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACTS OF 2020 FUNDS. The Sub-Awardee agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) (the “CARES Act”). The Parties acknowledge that all funding from the CARES Act (collectively, “CRF Funds”) may only be used to cover those costs that:

- A.** Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 (“COVID-19);
- B.** Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
- C.** Were incurred for the period that begins on March 1, 2020 and ends on December 30, 2020.

The Sub-Awardee shall only utilize CRF Funds for the purposes described in the Scope of Work attached as **Exhibit A**. The Sub-Awardee agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit D**. All invoices submitted by the Sub-Awardee to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Sub-Awardee shall segregate and specifically

identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses.

The Sub-Awardee agrees and acknowledges that payment for all services performed by the Sub-Awardee using CRF Funds must be received by the Sub-Awardee no later than December 30, 2020. As such, the Sub-Awardee shall invoice the City for all work performed pursuant to this Agreement for which CRF Funds will be used no later than December 1, 2020 to enable sufficient time for the City to review, process, and pay such invoice by the deadlines prescribed in the CARES Act (the "Invoice Deadline Date"). Any invoice submitted by the Sub-Awardee after the Invoice Deadline Date for work performed prior to December 30, 2020 may not be eligible to be paid by CRF Funds, and, to the extent that CRF Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement."

XLIII. FEDERAL GRANT PROGRAM REQUIREMENTS FOR

PROCUREMENT AND SERVICES CONTRACTS. In the event that any portion of this Agreement involves the payment of Federal Grant Funds to the Contractor for services rendered under this Agreement, the following provisions may apply.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees) Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

E. DAVIS-BACON ACT COMPLIANCE (*applicable to all contracts and subgrants for construction or repair in excess of \$2,000.00*); Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5).

F. ANTI-KICKBACK ACT COMPLIANCE (*applicable to all contracts and subgrants for construction or repair in excess of \$2,000.00*) Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

G. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (*applicable to all contracts and subgrants in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers*) Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5).

H. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT - (*applicable to all contracts and subgrants for the performance of experimental, developmental, or research work resulting in any invention*) Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. CLEAN AIR AND WATER REQUIREMENTS (*applicable to all contracts*

and subgrants in excess \$150,000) Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office.

J. ENERGY CONSERVATION REQUIREMENTS The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

K. NO SUSPENSION OR DEBARMENT Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

L. BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

XLIV. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE. Agreement consists of sections I through XLIII which precede the signature page(s) (“Contract Text”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

- Exhibit A Statement of Work
- Exhibit B Performance and Payment Bond
- Exhibit C Certificate of Insurance
- Exhibit D COVID Exhibit
- Exhibit E Rates

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Contract Text
- Exhibit A
- Exhibit B
- Exhibit C

Exhibit D

Exhibit E

XLVI. FORCE MAJEURE. No failure or omission by either party in the performance of any obligation under this contract (except for payment obligations) will be deemed a breach of this contract by such party or create any liability on the part of such party for damages or otherwise, if the same shall arise from any cause or causes beyond the control of such party, including but not limited to the following: acts of God, war, riot, insurrection, rebellion, fire, earthquake, flood, storm, or governmental orders, acts or restrictions. The afflicted party shall notify the other party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all commercially reasonable efforts necessary to cure such force majeure circumstances

ATTACHED EXHIBITS:

Exhibit A	Statement of Work
Exhibit B	Performance and Payment Bond
Exhibit C	Certificate of Insurance
Exhibit D	COVID Exhibit
Exhibit E	Rates

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Contract Control Number: GENRL-202055482-00
Contractor Name: UNIVERSAL PROTECTION SERVICE LP

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

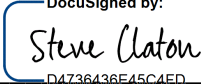
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202055482-00
UNIVERSAL PROTECTION SERVICE LP

By:  _____
D4736436E45C4ED...

Name: Steve Claton
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1. SECURITY EXPECTATION:

The Contractor ("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 Denver Security Office, Wastewater Management, Department of Human Services, Department of Motor Vehicles, County Court Magistrate, Public Works 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 remove service locations as required and to increase, reduce or eliminate the quantity of personnel or personnel hours or acquire additional/alternative services outside the contract as deemed necessary.

It is essential that the Security Personnel ("Personnel") provided be professional, well- trained and directed by an engaged and effective management team that strives toward continual improvement and industry best practices. The Contractor shall furnish all necessary qualified labor, equipment, and supplies to perform the services, listed in ATTACHMENT C and ATTACHMENT D

The Contractor's Account Manager will report directly to the Chief Security Officer ("CSO") or their designee, within the Department of General Services Administration Division.

2. LINE OF AUTHORITY:

The CSO or their designee authorizes and directs all work performed under this Agreement. Administrative reports, memoranda, correspondence and other submittals required of the Contractor shall be processed in accordance with the CSO's directions.

The day to day administration of this Agreement is vested in the CSO. The CSO or their designee is granted unlimited access to the Contractor's work areas at all City facilities. The CSO will decide all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

The CSO may from time to time issue to the Contractor written procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. The procedures shall not materially change the specifications or scope of work herein but shall give guidance to the Contractor's performance of such work which is in accord with the existing conditions. The Contractor shall comply with the procedures which are in effect at any time. The CSO may amend or rescind any procedure by notice in writing to the Contractor.

In addition to issuing, amending or rescinding procedures, the CSO may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

3. CLIENT CITY AGENCIES:

- a. Denver Security Office
 - i. Armed and Unarmed Agents
- b. Treasury - Department of Motor Vehicles
 - i. Armed and Unarmed Agents
- c. County Court Magistrate

- i. Armed and Unarmed Agents
- d. Denver Human Services
 - i. Armed and Unarmed Agents
- e. Wastewater Management Division
 - i. Armed and Unarmed Agents
- f. Other agencies as required

4. GENERAL AGENT DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

See ATTACHMENT A.

5. GENERAL TRAINING REQUIREMENTS:

See ATTACHMENT B.

6. GENERAL SUPERVISOR DUTIES, CONDUCT, EXPECTATIONS, QUALIFICATIONS

In addition to all the requirements stated in ATTACHMENT A and ATTACHMENT B, Agent Supervisors (“Supervisors”) at all levels must be individuals of integrity who display a mature attitude and exercise good judgment. Supervisors should set the example for Agents and should foster an environment in which Agents feel valued, respected and part of an effective and important team. Each Supervisor is to have a MINIMUM of two (2) years of successful experience in security, public safety, law enforcement or the military. The contractor, upon request by the City, will provide the resumes of candidates being considered for this role.

7. ACCOUNT MANAGER DUTIES, CONDUCT, EXPECTATIONS, QUALIFICATIONS

In addition to all the requirements stated above, Contractor managerial staff shall understand the legal aspects of Agent selection and screening, authority to detain or arrest and use of force. The contractor, will provide the resumes of candidates being considered for this role. Contractor managerial staff shall have a MINIMUM of five (5) years of successful experience in security, public safety, law enforcement or the military. Responsibilities may include, but are not limited to the following:

- a. Physical security of the City’s assets
- b. Development and enforcement of security policies and procedures
- c. Preemployment screening
- d. Crisis management
- e. Business continuity planning
- f. Executive protection
- g. Investigation of security incidents
- h. Employee security awareness
- i. Law enforcement and governmental liaison
- j. Information protection
- k. Workplace violence protection
- l. Termination support
- m. Agent employment and supervision
- n. Security systems management

8. MANDATORY POSITIONS

- a. The City desires security personnel of the highest quality and integrity with minimal turnover. The City requires the following onsite Personnel:
 - i. The Account Manager shall:
 - 1. Be the primary contact between the Contractor and the City.
 - 2. Be stationed in the Wellington Webb Municipal Building.
 - 3. Work with the CSO to develop detailed job specifications, duties, roles, responsibilities, and etcetera.
 - 4. Work full-time (40 hours/week) for the City account; schedule will be determined by the CSO and is subject to change.
 - 5. Have overall operational and supervisory responsibility for all aspects of security services for the City.

6. Possess a MINIMUM of five (5) years of experience supervising security accounts similar to the scope and requirements herein.
7. Be available to the City 24 hours a day, 7 days a week, 365 days per year.
- ii. As the Contractor deems appropriate, additional Contractor personnel including managerial and supervisory staff shall:
 1. Manage the City's account and be the point of authority in the absence of the Account Manager.
 2. Be available to the City 24 hours a day, 7 days a week, 365 days per year.
 3. Managerial and supervisory staff shall maintain reports on the Personnel regarding inspections, shifts, weekends, holiday, and etcetera.
 4. Managerial and supervisory staff must have the authority to respond to the requests of authorized City personnel to make immediate necessary changes, additions, removals, or modifications in the services provided to meet the daily needs of the City. The CSO will provide a list of authorized City personnel.
- iii. Multiple Unarmed Agents
- iv. Multiple Armed Agents
- v. Additional positions as applicable or as Contractor deems necessary

ATTACHMENT C and ATTACHMENT C1 contains service locations and their specific personnel and service requirements along with additional information.

9. COMMUNICATIONS REQUIREMENT:

The Contractor must conduct regular meetings with all contracted personnel as identified in the Contractor's proposal. The Contractor shall not require, and the City shall not provide, additional remuneration to the Contractor for continuing education, quarterly site meetings, quarterly scorecard meetings, and daily briefings.

10. PROPERTY AND EQUIPMENT:

See ATTACHMENT D.

11. UNIFORMS:

See ATTACHMENT D.

12. ARMED AGENT EQUIPMENT

See ATTACHMENT D.

13. PROPERTY ACCOUNTABILITY

See ATTACHMENT D.

14. BENEFITS-REQUIRED MINIMUMS:

The Contractor will provide the following per the Contractor's Pricing contained in Contractor's submitted proposal. Contractor shall detail benefits offered to personnel which may include but not be limited to medical, dental, vision, retirement, paid time off, wellness program, bus/light rail pass options, life & accidental death and dismemberment, short and long-term disability, employee assistance, promotions, performance management, and work-life balance.

The following basic benefits shall be paid to all Contractor's Personnel.

a. Holidays

- i. At a minimum, holiday pay shall be compensated for each employee 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 the straight hour billing rate:
New Year's Day; Martin Luther King Day; Caesar Chavez Day; President's Day; Memorial Day; July 4th; Veterans Day; Labor Day; Thanksgiving Day; Christmas Day

b. Paid Time Off

- i. All personnel are to be given a MINIMUM of five (5) days of paid time off per year.

c. Overtime (NON-City requested)

- i. 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 to minimize overtime.

- d. Overtime (City requested)
 - i. 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 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 written approval of the City.
- e. Medical
 - i. Medical coverage for employees is mandatory where required by the Federal Affordable Care Act.
- f. Dental, Vision, and other benefits /plans may be offered and are encouraged.

15. IMPLEMENTATION REQUIREMENTS:

- a. All proposals shall provide a detailed transition plan complete with timelines and milestones to ensure a successful contract start date. This must include the requirements of [Executive Order No. 136](#). Reference section XL of the Sample Contract for further details of Executive Order No. 136. (See ATTACHMENT G – Reference Glossary).
- b. 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) § 42-131 through § 42-167. (See ATTACHMENT G – Reference Glossary).
- c. The Contractor is to submit to the City, ninety (90) days prior to service start date of the contract the following:
 - i. Lists of the Agents, Managerial staff, Supervisors, Trainers, etc. assigned to the City account and include copies of their valid Merchant Guard License(s), Armed License Endorsement Status Certificate, Driver's Licenses, copies of all written candidate background investigation reports and evidence of Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED) and First Aid training.
 - ii. 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 contained in ATTACHMENT D.
 - iii. New Post Assignment: Existing Agents assigned to new posts shall be required to be oriented and instructed by the Contractor's trainers in the areas outlined in the training requirements prior to commencing their tour of duty with a MINIMUM of twenty-four (24) hours instruction specific to unarmed posts. An additional MINIMUM of twenty-four (24) hours of instruction for armed posts. The twenty-four (24) hours for armed posts will include firearms specific training, as outlined, herein.
 - iv. Defensive Driving Course: Any Contractor personnel assigned to operate a vehicle must have completed a City approved Defensive Driving Course. The CSO shall be supplied with copies of the training manual and all training materials. The guidelines of this course should be comparable to those used by a certified defensive driving training school. Copies of each employee's driver training record shall be kept on file and the CSO may review the records upon request. The Contractor shall not request, and the City shall not provide, additional remuneration for Defensive Driving Courses.

16. REPORTING AND ANALYSIS:

- a. The Contractor is to provide the City with comprehensive reporting and analysis regarding

but not limited to daily operations, patrols, tours, and incidents. Contact information will be provided upon award by the City.

- i. At the discretion and request of the CSO, data shall be available in its raw, native format (i.e. Excel, csv, txt) and/or access be granted to the CSO to the Contractor's reporting system.
- ii. Reporting shall be available from a high-level down to a specific location.
- iii. Contractor shall ensure accurate, verifiable timekeeping records, utilizing an electronic timekeeping system, for all of the Contractor's personnel. Contractor may be required to provide access for the electronic time keeping system to the City.
- iv. Contractor shall maintain reports regarding inspections, shifts, weekends, holiday, and etcetera.
- v. Contractor shall provide a daily activity summary (DAS) accounting for the previous 24-hours of incident reports, notable events, after hours emergency calls, elevator specific issues, security equipment issues, facility specific conditions, prohibited/confiscated item counts by facility and people counts (employees and visitors) by facility.
- vi. Contractor shall provide monthly reporting, due on the 15th of each month for the month preceding, including breach details and trend analysis in relation to the overall account, locations and deployments to reflect incidents and other data over defined time-periods.
- vii. Contractor shall provide a log of vehicular patrols and any other vehicular activities relating to the CSO on a monthly basis due on the 15th of each month for the month preceding.
- viii. Contractor shall conduct and provide an annual deployment analysis and make recommendations to the CSO on redeployments and areas of improvement. This deployment analysis will be due on the 31st of March each year for the following calendar year.
- ix. Contractor shall provide an annual comparative analysis with other entities in the Denver metropolitan area, along with comparable cities in other states. The CSO will determine what criteria is to be included in this report. The comparative analysis report will be due on the 31st of March of each year.
- x. Contractor shall provide additional reporting as required by individual agencies.

17. QUARTERLY SCORECARD REVIEW PROCESS:

- a. The Contractor agrees to participate, in good faith, in a quarterly scorecard review process, initiated by the City and managed by the Denver Security Office.
- b. The quarterly review process includes a scorecard that will be rated by City stakeholders specific to a site that directly uses the Contractor's services.
- c. An example of the scorecard to be used in the review process is in ATTACHMENT E.
- d. The review will include a scoring process sliding scale with ratings from 1 to 10, culminating in an overall site score, ranging from 0 to 100, with 100 being a perfect score.
- e. Individual issues on a site's scorecard that are ranked a three (3) or below, require the Contractor's immediate attention and a Contractor PIP (Performance Improvement Plan) to remedy the low scoring issue(s). Contractor is to develop the PIP within one week of receiving an unsatisfactory rating and will require approval by the CSO. The CSO will issue approval within one week of receiving the PIP.
- f. The Contractor agrees to provide management attention and presence for the scorecard process, quarterly meetings, and City requested meetings to discuss issues that are not being remedied in a timely manner and that may incur a contractual penalty.

18. CONTRACTOR'S PERFORMANCE AND PERFORMANCE FAILURE:

If, in the opinion of the CSO, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor

will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction. The Contractor shall be liable to the City after written notification, as liquidated damages and not as a penalty, the amount noted below for each and every failure in performance by the Contractor. The City shall have the right to make deductions from any amount due or that may become due to the Contractor or collect such liquidated damages from the Contractor or his surety. The CSO will have the authority to impose or waive fees. The CSO may require process changes or other items in lieu of administering fees. Instances where deductions from unpaid billings may occur and the specific deductions for it shall include:

EACH INCIDENT	SPECIFIC DEDUCTION
Insufficient number (contractually) of Armed or Unarmed Agents, Supervisors, Other Personnel or vehicles	\$500.00 per incident, per each missing personnel or vehicle
Incomplete, unacceptable, dirty uniform	\$500.00 per personnel
Failure to maintain accurate records of hours worked	\$500.00 per occurrence
Failure to provide and/or complete an incident report	\$500.00 per occurrence
Failure to disclose non-compliance or policy infraction	\$500.00 per occurrence
Failure to keep required logs current	\$500.00 per occurrence
Late appearance or no show of Agent	\$500.00 per occurrence and per missing or late Agent

- a. Performance failures that continue, as determined by the CSO or their designee, beyond five (5) days, shall subject the contractor to a 0.1% penalty based on the overall, annual, contract value. The penalty assessed shall be of 0.1%, per five (5) day period that the performance failure continues uncorrected or remedied by the contractor.
- b. As an example, a performance failure that is properly identified, with written corrective action sent to the contractor but remains uncorrected by the contractor for one (1), five (5) day period would subject the contractor to a penalty of \$25,000.
- c. Contractor penalties shall be deducted from the contractor's payments from the City and will be clearly labeled as such.

19. INVOICING:

- a. Invoices shall include a two-week service period and shall be submitted monthly. Invoices shall be emailed or mailed as determined by each agency, to the appropriate office for the Denver Security Office, Department of Human Services, or Wastewater. The contractor will provide a duplicate copy of all invoicing to the Denver Security Office via the CSO or their designee.
- b. The City may, at its option, refuse to pay an invoice if delivered more than 2 weeks after the service period end date.
- c. Invoices shall be submitted to the City in an approved format and accompanied by the associated contractor approved schedule, per City site, for ease of review by the City, Denver Security Office and the CSO or their designee. Invoices shall be inclusive of the hourly wage and bill rates broken out by shift and type of position and applied to each invoice. Each invoice should clearly show wage rate with markup included and correlated time worked with timecard entries, per employee. An example of invoice requirements is provided in ATTACHMENT F – Example Invoice.
- d. The City may, at its option, and to clearly understand invoicing, request clarified, granular, line item invoicing and/or changes in invoicing presentation, to provide understanding and transparency.
- e. Contractor penalties shall be deducted from the contractor's payments from the City and will be clearly labeled as such.

EXHIBIT A - ATTACHMENT A
GENERAL AGENT DUTIES, CONDUCT, EXPECTATIONS, AND QUALIFICATIONS

These requirements and duties shall apply for all locations except as otherwise noted herein.

1. General Security Agent Duties

- a. Security Agents ("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 the 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:
 - i. Conduct walking and/or driving security tours/patrols of premises and reporting suspicious behavior, activity, concerns or damage.
 - ii. Render basic first aid including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) within the scope of an agent's basic lifesaving education.
 - iii. Guard City property against fire, theft, pilferage, destruction, and vandalism.
 - iv. Permit only authorized persons to enter restricted areas.
 - v. Report to the CSO or their designee, violations of security outlined herein, breaches of security, and issues deemed by the CSO as urgent or of an emergency nature.
 - vi. Screen individuals entering public buildings/facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
 - vii. Report violations of fire safety regulations.
 - viii. Conduct security tours/patrols of premises and report damages/concerns.
 1. Security agents will be required to conduct, and log specified activity or 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.
 2. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 3. Provide general information to the public (directions to buildings, offices, floors, and etcetera.).
 4. Perform additional duties unique and as required to individual agencies and/or locations/deployments.
 5. Ensure no prohibited contraband shall pass through the security checkpoints of any City and County of Denver operated facility or property. The following exceptions apply:
 - a. Law Enforcement/Peace Officers
 - b. On duty contractors with a business need to possess a prohibited object. A contractor working for the City must surrender their state issued driver's license or identification card and complete a Prohibited Item Waiver provided by the City authorizing the possession of prohibited contraband on the City and County of Denver property. Failure to do so will result in a review of the contract by the Department of General Services Contract Office.
 6. Other duties may include but are not limited to special orders, escort of City employees, additional tours of duty, monitor after hours visitor logs, raise/lower flags when requested, turn on/off lights at beginning/end shift times, additional personnel requirements and etcetera. Instructions may change at any time; however; twenty-four (24) hours' notice will generally be given to the Contractor by the City.

2. Agent Conduct and Expectations

- a. Security agents are to maintain continual high standards of professional conduct while on duty.
- b. Agents are to be courteous, polite, and professional in their duties; especially when dealing with the public.

- c. No visitors or guests of Personnel will be permitted to loiter on the job site at any time. Personnel may not bring pets, guard dogs, or other animals on the site without the specific written permission of the City.
- d. Agents are to remain available and in continuous contact with their Supervisor and City dispatchers by radio or telephone, throughout their shift.
- e. Security agents shall not possess or introduce any prohibited items, including weapons or self-defense items into any City property without prior approval from the Denver Security Office.
- f. Security agents shall always be alert and awake.
 - i. Sleeping during shift(s) is prohibited. Agents found sleeping during their shift are subject to grounds for removal from their post.
 - ii. Contractor shall agree NOT to assign any personnel to perform security services hereunder who has worked in any capacity more than twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week, except for emergency situations as determined by the City.
- g. Agents are to be free from any condition that might adversely affect fitness for the duties of their position.
- h. Agents are to remain on the property throughout their entire shift, or until properly relieved by another Agent or Supervisor.
- i. Meal breaks are to be taken on the site in an area approved by the City. Agents 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.
- j. Meal breaks and break times are paid throughout all locations with the exception of the following.
 - i. Meal breaks and break times, regardless of position, are not paid for at Department of Human Services (DHS) sites; Richard T. Castro Human Services Center, Human Services Eastside Building, Arie P. Taylor Municipal Center, Family Crisis Center, and DHS on the Platte.
- k. Agents will remain on active patrol, or in an approved location throughout their shift. It is preferred that Agents use an electronic tour/patrol system to log their findings during an appointed patrol round, however, other methods may be acceptable to the City.
- l. Agents may also be required to monitor, use, and interact with video surveillance equipment owned and maintained by the City.
- m. Agents 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 de-escalation of the situation, they are to calmly refer the occupant or visitor to a Security Supervisor ("Supervisor") for assistance, and in the event of menacing or threats, Agents are to call 911.
- n. The primary function of Agents is to observe and report. Agents shall not 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.
- o. Prior to assignment, Agents are to be educated with facility layout, equipment at their assignment or post, locations of access control devices and/or other emergency equipment.
 - i. Agents are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
- p. Agents are to sign in and out of the Personnel log.
- q. Notations are to be made in a designated log as to the disposition of any keys, locking systems, clocks, Post Orders, etc., required for use at their post.
- r. The facilities, locations and agencies are accessible to occupants and the public. Although Agents are not employees of the City, the perception of the public at large is that the Agents are representatives of the City.
- s. Agent interactions with the public should reflect well upon the City.
- t. In the event of lack of courtesy or responsiveness, the City may require a corrective action for the

Agent in question and at the City's discretion may require the removal of the Agent from an assignment or post.

- u. Offensive language used by the Contractor's Agent will not be tolerated by the City.
- v. If, at any time, the City determines that the Contractor's Agent is unsatisfactory, then the Contractor, within 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 and remove 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.
- w. "Less than lethal" officers shall be outfitted with Peer Spray and Handcuffs - providing a less than lethal option in the Use of Force continuum. These security professionals shall be provided with the appropriate training and certifications for the use of the equipment.
- x. Contractor and Contractor's Personnel are required to comply with [Executive Order No. 16](#), Use of Electronic and Communication Devices and Services (See ATTACHMENT G – Reference Glossary)
- y. Adherence to the Mayor's [Executive Order No. 94](#) (See ATTACHMENT G – Reference Glossary)
 - i. Pursuant to the terms of the Mayor's Executive Order No. 94, all Contractors with the City and their Personnel are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or while performing City business. Contractors shall also prohibit their Personnel from consuming alcohol, being impaired by alcohol, or being under the influence of alcohol while performing City business.
 - ii. Contractor's Personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before/during shift(s).
 - iii. Contractor is to require Personnel 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 workplace accident may have been drug or alcohol related.
 - iv. These policy provisions are applicable to Contractor's personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring Contractor's personnel from City facilities or participating in City operations. The Proposing Contractor is to refer to Executive Order No. 94 for the specific provisions of this policy

3. Appearance

- a. No Agent has a complete set of approved uniforms and accessories.
- b. Agents are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Agents 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, tattoos(s) and body piercings(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 always secured unless otherwise directed.
- d. Agents shall always display their picture identification (I.D.)- merchant guard license
- e. Leather footgear shall be shined.
- f. Agents shall have their merchant guard license and their Armed License Endorsement Certificate (as applicable) on their person, at all times while on post.
- g. Agents reporting for duty who do not meet the standards outlined in this section will not be accepted by the City. Should the City notify the Contractor that an Agent is unacceptable because of personal hygiene, abusive behavior, or reasonable suspicion of substance abuse, the Agent is to be immediately removed from the job site by the Contractor. The Contractor has two hours to have a replacement placed on duty for the vacated post, backfilling with trainers, supervisors or management in the interim. The City will not be billed for a vacated post.

4. Soliciting

- a. No soliciting for any purpose is allowed on City properties by the Contractor's Personnel. The Contractor shall inform its Personnel of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at any City and County of Denver facility.

5. Gratuities

- a. Neither the Contractor nor its Personnel, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the Public.

6. Smoking

- a. The Contractor and its Personnel, officers, and agents shall adhere to the Mayor's [Executive Order No. 99](#) (See ATTACHMENT G – Reference Glossary), prohibiting smoking in all indoor buildings and facilities including methods and materials used for smoking. The Contractor agrees that it will prohibit smoking by its Personnel and the public in any areas made available to the Contractor hereunder. Contractor must comply with each facility's policies related to tobacco usage by its Personnel as directed by the City.

7. Agent Qualifications

- a. Merchant Guard License: Agents assigned to the City shall
 - i. Be at least 21 years of age
 - ii. Possess a valid State of Colorado driver's license
 - iii. Possess a valid Merchant Guard License issued by the City, as prescribed in Denver Revised Municipal Code (D.R.M.C.) Chapter 42 (See ATTACHMENT G – Reference Glossary)
 1. The Contractor must ensure that all Armed and Unarmed Agents working under this contract are in full compliance with all requirements outlined under this rule.
 2. Agents must have in their possession the required license prior to being assigned to the City.
 3. Proof of licensure should be available from the Contractor upon request by the City any time throughout the life of the contract.
 4. Agents are required to carry their Merchant Guard License while on duty at a City facility.
 5. Armed Agents are to obtain and retain an Armed License Endorsement Status in accordance with all weapon endorsements under Section 42 of the Denver Revised Municipal Code and policies set forth by the City and County of Denver Department of Public Safety. Armed Agents are required to carry their Armed License Endorsement Status Certificate while on duty at a City facility.
- b. All Agents providing direct service to the City will be employees of either the Contractor or its subcontractors and will NOT be Federal IRS 1099 Independent Contractors.
 - i. The City is not obligated or liable to any party other than the Contractor. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties except upon prior written consent and approval of the City to such assignment or subcontracting. Should assignment or subcontractor occur, the subcontractor will be required to abide by all rules and regulations set forth in this scope of work and resulting agreement.
- c. Physical Qualifications: Agents 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.
- d. Citizenship
 - i. All Personnel working under this Agreement 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 state issued 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 citizenship documents are genuine, and the identity of the worker is legally eligible for employment. Contractor

shall save the City harmless for any fines, assessments, or judgments because of such violation.

e. Literacy

- i. 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.
- ii. Agents are to be able to clearly speak in English.
- iii. Active bilingual capability is a plus when dealing with and assisting the public and is encouraged.

f. Job Knowledge & Cognition

- i. Agents are to possess the capacity to acquire a good working knowledge of all the duty requirements within the terms of this Scope of Work. Prior to assignment, Agents shall be trained to perform their duties related to the facility they are being assigned. Cross training for multiple posts is acceptable.
- ii. Agents will have successfully completed the necessary training outlined in Section 6 and the Contractor will provide proof of training to the City.

g. Felony Disqualification

- i. Contractor shall not employ, retain, hire or use any individuals that have been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the Contractor receives prior written permission from the Executive Director of General Services. The Executive Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to the grant of such permission.

h. Background Check and Notification of Conviction

- i. Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term "employee" for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:
 - Social Security Number Trace;
 - Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
 - Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
 - Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
 - National Sexual Offender Registry Search.
- ii. The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.
- iii. In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:
 - Police Academy
 - Denver Animal Shelter
 - Traffic Operations
 - DPD Police Precincts
 - Denver Human Services facilities
- iv. The background check(s) must be conducted successfully prior to initial access and/or

involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

- v. Contractor warrants they are supplying employees who have passed a national background check(s) pursuant to ARTICLE V. - PRIVATE SECURITY BUSINESSES AND PRIVATE SECURITY GUARDS Section 42-131 of the D.R.M.C (See ATTACHMENT G – Reference Glossary). Contractor warrants that all security employees assigned to work under this Agreement shall receive an annual background check pursuant to Section 42-131 of the D.R.M.C. Contractor shall provide proof of successful background checks for all personnel working under this contract prior to the beginning of work. Contractor shall provide proof annually of successful background checks of all personnel working under this contract due on January 15th of each year.
- vi. Contractor warrants that they shall notify the City if any employees assigned under this Agreement are convicted after hire of any crimes specified in Section 42-142 of the D.R.M.C. (See ATTACHMENT G – Reference Glossary),
- vii. Contractor agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits, or proceedings alleging a breach of these warranties.
- viii. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

EXHIBIT A - ATTACHMENT B
GENERAL TRAINING REQUIREMENTS

1. Contractor is to have an established training program in which all Personnel have participated and successfully completed, with testing. The training must be provided by a certified instructor and results must be documented for each of the Contractor's Personnel available to the CSO or their designee upon request.
2. The Contractor is to provide, at their own expense, a MINIMUM of forty (40) hours of training for Agents and Supervisors prior to their post assignment. The training provided by the Contractor is to be sufficiently comprehensive to ensure the Contractor's Personnel will perform their duties effectively and must include a MINIMUM of sixteen (16) hours of orientation training and an additional twenty-four (24) hours of instruction specific to the Agent or Supervisor's post(s). In no particular order, training includes, but is not limited to:
 - a. Security policies, procedures and post orders
 - b. Ethics, customer service and professionalism
 - c. Investigatory techniques
 - d. Observation techniques
 - e. Challenging and de-escalation techniques
 - f. Self-defense techniques
 - g. Crowd control
 - h. Interaction with law enforcement
 - i. Patrol and/or perimeter procedures
 - j. Report writing
 - k. Ingress and egress control
 - l. Radio communications
 - m. Emergency medical assistance and first aid
 - n. Terrorism issues
 - o. Workplace violence
 - p. Probable cause and use of force
 - q. Implicit bias
 - r. Operation of and/or orientation on security and alarm systems
 - s. General fire prevention and safety
 - t. Evacuation procedures
 - u. Security screening, property search and/or mail and package screening processes (metal detector, x-ray machine, and wand)
 - v. Location/Post specific instruction
 - w. Standard Response Protocol (City lead training)
 - x. Guard House procedures (post specific)
 - y. Weapons training including firearms (position specific)
 - z. Handcuff use (Armed Agents and Supervisors only)
 - aa. Defensive Driving (position specific)
 - bb. Agent demeanor and professionalism while on duty, as dictated by each city agency and the Contractor.
3. The Contractor's personnel shall take the City's Data Privacy training. The post exceptions requiring additional education are control room agents and armed agents. Control room agents shall receive additional education of forty (40) hours, in five, eight-hour shifts, prior to staffing a control room post. Armed agent educational requirements are detailed in section 4, below.
4. Armed Agents
 - a. The Contractor shall be responsible for training Armed Agents in the use of weapons including firearms, baton, and less than lethal measures.
 - b. The Contractor shall provide a MINIMUM of 24 (three, eight-hour training days) hours of specialized firearm training, by a certified trainer.
 - i. Certified trainers shall be certified by a state or nationally recognized and accepted law enforcement/security educational body. Some examples are trainer certifications

from nationally recognized law enforcement / security educational body's such as— NRA-LE division, IALEFI, FLETA-FITP, NLEFIA

- ii. The twenty-four (24) hour minimum education for armed agents must occur prior to assignment to an armed post and be in addition to the forty (40) hours of orientation and post specific education by the Contractor.
 - c. Thereafter, the Contractor will provide recurring monthly and quarterly training for Armed Agents to include performance reviews, firearms proficiency testing that includes range time, firing duty/carry weapons with a minimum of 100 rounds and continuing education centered on use of lethal force, situational awareness, shoot / no shoot scenarios, de-escalation techniques, and legal implications of armed agent postings that may include use of lethal force.
 - d. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Armed Agent has successfully completed the initial firearm training course and required subsequent annual refresher courses.
 - e. Armed Agents shall be able to qualify for, apply, receive and retain a Colorado County Concealed Carry Permit that is legal within the City and County of Denver
 - f. The possession and use of weapons by Armed Agents shall be in strict conformance with all applicable and jurisdictional laws of the U.S. Government, the State of Colorado and the City
 - g. Proficiency in the use of specific firearms must be demonstrated when an Agent is initially employed to service in the subsequent contract by the successful completion of a training course approved by the CSO.
 - h. Armed Agents shall only carry weapons which have been approved, and/or issued by the Contractor and reviewed and approved with the CSO.
 - i. All weapons carried by Armed Agents will be serviced annually and prior to being placed into service, by a certified factory armorer of the weapon's manufacture. A weapon service log shall be maintained by the contractor and made available to the City, Denver Security Office and/or the CSO or their designee upon request, within 24 hours.
 - j. Less than lethal devices, specifically pepper spray, carried by Armed Agents will be replaced annually to maintain serviceability.
 - k. The contractor will provide an amnesty barrel/snail for ensuring safe operation, weapon clearing, checking weapon status of loaded or unloaded and to avoid accidental discharge of firearms at each location an armed agent is posted. Armed posts locations are specified by the CSO or their designee.
 - i. All amnesty barrels/snails will be kept in an inconspicuous space, with access controls and dedicated to the contractor's office areas.
 - l. The contractor will ensure that Armed Agents have passed a psychological examination from a state approved Contractor, whose primary role is the conduct and testing of law enforcement and security personnel by and for 'fit for duty' examinations specific to Armed officers and the use of lethal force.
5. Annual recertification must be performed with all personnel on all eligible posts prior to commencement of work and when required by the CSO.
 - a. Annual recertification must at a MINIMUM meet the same requirements as the initial certification in section (c.ii.1 and 2). The Contractor will be required to provide proof of the annual recertification upon request by the City.
 6. At any time and for any reasonable cause, the CSO or their designee may ask for an Armed Agent to be pulled from a post and the City security account and ask the contractor for psychological 'fit for duty' re-examination.
 7. In addition to new hire and initial training, the Contractor shall provide ongoing on-the-job training in response needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all regulatory requirements.
 8. At the discretion and request of the CSO, the Contractor may be instructed to conduct an after-action meeting immediately following an incident for training purposes.
 9. All training provided shall be at the Contractor's expense, and the Contractor shall not request

additional remuneration for training provided to its Personnel.

10. At the discretion of the City, its agencies or the Denver Security Office, removal or suspension of all Armed Agents may be necessary. The contractor will comply with this request immediately and replace all Armed Agents with unarmed agents, without incurring any loss of staffing or open post(s).

EXHIBIT A - ATTACHMENT C
AGENCY SPECIFIC SCOPES OF WORK AND CITY FACILITY LOCATIONS/SERVICE HOURS

The Contractor shall provide uniformed Unarmed and Armed Agents and coverage for each agency as detailed herein. The approximate services and personnel needs outlined are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual level of services 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. As part of the proposer submittal requirements, the Contractor shall consider ATTACHMENT C1 - Facility Locations & Hours to propose each facility's needs. This should be a comprehensive proposal; the proposer shall submit their proposed staffing requirements in a similar format as ATTACHMENT C1. The City, in its sole discretion, will determine the final schedule for security personnel staffing.

1. DENVER SECURITY OFFICE ("DSO") FACILITIES SPECIFIC REQUIREMENTS

- a. DSO Addresses:
 - i. City and County Building, 1437 Bannock St.
 - ii. Wellington E. Webb Municipal Office Building, 201 W. Colfax Ave.
 - iii. Permit Center, 200 W. 14th Ave.
 - iv. Police Administration Building, 1331 Cherokee
 - v. Minoru Yasui Office Building, 303 W. Colfax Ave.
 - vi. Justice Center, 490 W. Colfax Ave.
 - vii. Roslyn Complex, 5440 Roslyn Street
- b. The Scope for these locations currently includes the operation of screening persons entering City premises and their personal property utilizing the following electronic screening equipment at facility entrances, which may or may not be furnished by the Contractor.
 - i. Walk-through Magnometers
 - ii. Hand Wands
 - iii. X-ray Machines
- c. Other required duties may include a Supervisor with vehicle to patrol all locations, building foot patrols, information desk duty, guard house duty, assisting emergency evacuations, and any other Agent duties as detailed herein, or as may be added in the future.
- d. DSO Facilities Specific Requirements:
 - i. The Contractor shall ensure that Agents are available to provide security 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 Agents are able-bodied and trained to provide security escort services upon request.
 - ii. Attendance verification shall be required at the start of each shift. The Site Supervisor or Assistant Supervisor shall ensure that each Agent is present, neat and clean in appearance prior to the beginning of each shift. The Contractor shall provide proof of this verification upon request by the City.
 - iii. All Agents shall sign in and out in the personnel log for each post throughout the shift to capture post change. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.
 - iv. 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. The Contractor must provide the contingency plan to the CSO for approval prior to implementation.
 - v. The Contractor will ensure that at specified facilities, security checks may include restroom supplies and 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.
 - vi. In collaboration with the City and upon award of this contract, 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.

- vii. The Contractor shall provide quarterly threat training or re-certification training to all Agents and shall make the training records available to the City for inspection.
- viii. The Contractor may assist with the programming of the building security access system and security access cards. The City will provide training to the Contractor's personnel.
- ix. The Contractor will develop Post Orders specific to building and maintain as required. The Contract will provide the CSO with each Post Order for approval before implementation.
- x. The Contractor shall replace like for like, with agent staffing shortfalls, i.e., an armed agent calls off to a post contractually requiring an armed agent shall be filled by an armed agent replacement
- xi. The Contractor shall make security recommendations to assist with overall building security.
- xii. The Contractor shall make the following reports available to the City:
 - 1. Weekly written reports on the hours of service of personnel and same is to be accompanied with daily logs and timesheets. These reports are to reflect the hourly rates paid and hours worked by type of position and by shift, locations of the work (using agency), specific facility where the post is located, shift and any/all information that may be specified by the City.
 - 2. 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 daily to the City and to the appropriate using agency personnel.
 - 3. The Contractor is to submit to the City a monthly Prohibited Items Report which is to identify by type the total number of weapons confiscated for each month at the Webb Municipal Building, Minoru Yasui Building, Justice Center, and City and County building. This report shall be due by the 15th of each month for the preceding month.
 - 4. The Contractor may be asked periodically to provide special reports concerning personnel, staff training, security incidents, security needs, duty weapons, vehicle mileage checks, staffing shortfalls, etc.
 - 5. 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.
- xiii. Vehicles
 - 1. If the Contractor deems appropriate, one (1) vehicle may be required. Vehicle shall be no more than five (5) years old throughout the term of the subsequent contract. The vehicle supplied must be capable of responding over varying terrain and during all weather conditions.
 - 2. The City reserves the right to have the vehicle inspected on an as needed basis.
 - 3. A copy of the current registration is to be presented to the City annually, due upon contract execution and then on January 1st each year after.
- xiv. Radios
 - 1. 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 managed by the Facilities Management Division. 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 as approved by the City. DHS may provide radios specific to their facilities.

- e. Security Operations Center (SOC) Specific Requirements
 - i. The SOC is an essential operation. Therefore, all SOC operators, whether CCD employees or Contractor personnel, are considered essential personnel and must report to assigned shifts even when City operations are closed/delayed.
 - ii. The SOC will be staffed Monday – Friday from 0730hrs to 1600hrs by DSO SOC Technicians (City employees), Holidays excluded.
 - 1. Special circumstances may arise requiring these shifts to be staff by Contractor personnel, at the discretion of the DSO
 - iii. The SOC will be staffed by Contractor personnel at all other times (Nights, Weekends, Holidays, etc.)
 - iv. During regular business hours (for this purpose, Monday-Friday 0730hrs to 1700hrs, City Holidays excluded), the minimum staffing of the SOC shall be two operators.
 - v. The minimum staff for all other times shall be one operator. The DSO may increase this requirement at its sole discretion.
 - vi. Shifts will be assigned no later than two weeks prior to the start of each month.
 - 1. After the DSO approves the schedule, the approved schedule will be posted online and physically posted inside the SOC and emailed to the Contractor’s scheduler.
 - 2. Any proposed changes to the approved, posted schedule must be communicated to the DSO in writing.
 - 3. Changes must comply with the structure outlined and are only approved by the DSO.
 - vii. The DSO may require Contractor personnel to augment staffing of the SOC with Contractor personnel, including during regular business hours.
 - viii. In the event that a CCD SOC Technician is on leave or otherwise absent, the DSO may require that the Contractor provide personnel to maintain minimum staffing requirements.
 - ix. Any personnel working in the SOC will be trained a minimum of 40 hours in SOC specific training. Only SOC trained personnel will count towards minimum staffing requirements. Personnel in training will not count towards minimum staffing.
 - 1. DSO shall approve each SOC candidate prior to training day #1 commencing.
 - x. Contractor personnel will maintain a list of SOC trained personnel. Contractor personnel will provide this list to the DSO for inspection and approval.
 - 1. DSO may require remedial SOC operator education due to changes in operations or observed operator deficiencies.
 - xi. The DSO reserves the right to remove personnel from the SOC trained personnel list.
 - 1. Each SOC operator must have a named account (approved network access and citywide email, CCURE log on (DSO created)).
- f. Locations/Coverage/Estimate - Hours are provided herein. Schedules depicted herein are approximations and subject to change at the discretion of the City. See ATTACHMENT C1 CITY FACILITY LOCATIONS AND SERVICE HOURS.

2. DENVER HUMAN SERVICES (DHS) ADDITIONAL SPECIFIC REQUIREMENTS

- a. DHS Addresses:
 - i. Richard T. Castro Human Services Center, 1200 Federal Blvd.
 - ii. Human Services Eastside Building, 3815 Steele St.
 - iii. Arie P. Taylor Municipal Center, 4685 Peoria St.
 - iv. Family Crisis Center, 2929 W. 10th Ave.
 - v. DHS on the Platte, 405 S. Platte St.
- b. DHS Specific Requirements for all Locations
 - i. Agents will staff posts as assigned, according to the schedules as required, at the

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

1. Providing special protective action for at-risk clients who may visit DHS facilities.
 2. 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.
 3. 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.
 4. Effective customer services skills are of the utmost importance at any post in this facility.
- ii. DHS Specific Requirements
1. This post requires special tact and skill in dealing with at-risk and vulnerable populations.
 2. Trauma-informed and de-escalation training is imperative.
 3. The contractor's personnel assigned to DHS facilities will take the city administered DHS Data Privacy training.
 4. The contractor will ensure that when dealing with youths of any age, that contractor agents must work in pairs, or be accompanied by DHS employees or other City employees at all times; And under no circumstances will agents be in a one to one scenario with youths, either unintentionally or intentionally.
 5. The contractor will provide education on youth protection.
- iii. Other Assigned Personnel
1. Contractor is to provide a full-time Site Supervisor assigned to the facilities of DHS.
 2. Responsibilities of this Site Supervisor include:
 - a. On-site supervision of all Agents assigned to DHS facilities.
 - b. Other tasks intended to prepare for and maintain the highest possible level of service and safety for DHS.
- iv. Locations/Coverage/Estimate Hours are provided herein. Schedules depicted herein are approximations and subject to change at the discretion of the City. See ATTACHMENT C1 CITY FACILITY LOCATIONS AND SERVICE HOURS.

3. WASTEWATER MANAGEMENT DIVISION SPECIFIC REQUIREMENTS

- a. Wastewater Management Address:
 - i. Wastewater Management Division, 2000 3rd Ave.
- b. Wastewater Specific Requirements
 - i. 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 a 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.
 - ii. 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 via an Incident Report and reported to the agency contact.
 - iii. The agency will have the final decision on all Agents hired to fill positions 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, notification to the proper authority.

- c. Vehicle
 - i. Contractor must furnish a vehicle assigned permanently to the Wastewater complex to facilitate patrol of the Wastewater facility, parking areas, etc. One vehicle will be required which shall 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. Contractor shall identify the make, model and year of the vehicle they will furnish for the Wastewater complex.
- d. Wastewater Employee Check-in, Timekeeping, and Meals
 - i. Agents are to report to the Wastewater Management Division complex on time for their shift. They must log-in on the computer and familiarize themselves with the plan of the day; they must sign-in on the pass-on book. Agents working eight (8) or twelve (12) hour shifts are authorized one (1) half (1/2) hour lunch break to be taken on-site. If a situation occurs, Agents must respond immediately.
- e. Special Requirements for Wastewater Supervisors
 - i. Supervisors must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a MINIMUM of two (2) years of successful supervisory experience in the security or law enforcement field or in the military.
- f. Signing In and Out
 - i. 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.
- g. Service Location Hours at Wastewater Management Division
 - i. Locations/Coverage/Estimate Hours are provided herein. Schedules depicted herein are approximations and subject to change at the discretion of the City. See ATTACHMENT C1 CITY FACILITY LOCATIONS AND SERVICE HOURS.
- h. Weapons and Ammunition
 - i. 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 handcuffs (and keys), and handcuff case.
The Contractor shall furnish, in writing, a list of personnel which shall include their assigned license or permit and ensuing changes thereto to the individual agency administrator.

ATTACHMENT C1: CITY FACILITY LOCATIONS AND SERVICE HOURS

INFORMATIONAL ONLY The following is the City's best estimate for required security officers at locations listed below. The best estimate does not include administrative/ management positions. The following list includes the existing security locations and deployments required by the City. The City reserves the right to add, remove, or modify service hours to existing security locations and deployments. The City may require additional service hours/ days in relation to existing shifts. The additional service hours will be invoiced separately. The City may also require short-term or extended term (non-permanent) security staff deployments for special circumstances including: multi-day conferences, multi-day events, problematic security risk areas requiring a short duration security presence, etcetera. The City may change personnel posting between UNARMED and ARMED at its sole discretion.					
CITY AND COUNTY OF DENVER: CONTRACTOR PROPOSED, CITY WIDE ADMINISTRATION SECURITY PERSONNEL WEEKLY REQUIREMENTS					
CONTRACTOR PROPOSED CITYWIDE ADMINISTRATION					
Post	Shift Hours/ Days	Position #	Hours Per Day	Days Per week	Total Hours
TOTAL HOURS					TBD
CITY WIDE ADMINISTRATION-SECURITY PERSONNEL REQUIREMENTS					
The hours contained below and herein this workbook are the City's best estimate and may not be exact.					
Contractor Proposed Supervisory Positions		260.487			
UN-ARMED SECURITY AGENT TOTALS		3909			
<i>ARMED</i> SECURITY AGENT TOTALS		621.504			
TOTAL WEEKLY SERVICE HOURS (SITE SUPERVISORY AND AGENT)		4790.991			
INFORMATIONAL ONLY					
CITY AND COUNTY OF DENVER: FACILITIES MANGEMENT SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: Wellington E. Webb Municipal Office 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	MON-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
Dock 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 Armed Security Agent	0600-1800 M-F	2	12	5	120
Security Screening Unarmed Security Agent	0700-1700	2	10	5	100
Contractor Proposed Supervisory Positions		TBD			40
FACILITY TOTAL					776
FACILITY: Denver Sheriffs Vehicle Impound Facility, 5226 Brighton Blvd. Denver, CO 80216					

Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Security Screening Unarmed Security Agent	0800-1700	4	9	0.5	18
Contractor Proposed Supervisory Positions		TBD			1.78
Note: Occurs bi-weekly, 36 hours every other week.				FACILITY TOTAL	19.78
FACILITY: Police Administration Building, 1331 Cherokee, Denver, CO 80202					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Security Screening Unarmed Security Agent	0800-1800	2	10	5	100
Contractor Proposed Supervisory Positions		TBD			9.893
				FACILITY TOTAL	109.893
FACILITY: Police Crime Lab, 1371 Cherokee, Denver, CO 80202					
FACILITY: Police Administration Building, 1331 Cherokee, Denver, CO 80202					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Security Information Desk Unarmed Security Agent	0800-1700	1	9	5	45
Reception Desk, Control Access Unarmed Security Agent	0700-1700 SAT & SUN	1	10	2	20
Contractor Proposed Supervisory Positions		TBD			4.452
				FACILITY TOTAL	69.452
FACILITY: Roslyn Complex, 5440 Roslyn St., Denver, CO 80216					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Mobile Patrol Unarmed Security Agent	0500-1800 M-F	1	13	5	80
Contractor Proposed Supervisory Positions		TBD			7.915
				FACILITY TOTAL	87.915
FACILITY: Denver Animal Shelter, 1241 W. Bayaud Ave., Denver, CO 80223					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Mobile Patrol Unarmed Security Agent	1000-1900 M-SU	1	9	7	63
Contractor Proposed Supervisory Positions		TBD			6.233
				FACILITY TOTAL	69.233
FACILITY: Minoru Yasui Building, 303 W. Colfax Ave., Denver, CO 80204					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours

Security Information Desk Unarmed Security Agent	0700-1900 M-F	3	12	5	180
Relief Agent Unarmed Security Agent	1100 - 1500 M-F	1	4	5	20
Contractor Proposed Supervisory Positions		TBD			19.787
				FACILITY TOTAL	219.787
FACILITY: Elections/DEH, 200 W. 14th Ave., Denver, CO 80204					
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
Contractor Proposed Supervisory Positions		TBD			4.946
				FACILITY TOTAL	54.946
FACILITY: City and County Building, 1460 Cherokee 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 Armed 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
Contractor Proposed Supervisory Positions		TBD			40
				FACILITY TOTAL	789

FACILITY: Lindsey-Flanigan Courthouse, 520 W. Colfax Ave., Denver, CO 80204

Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
System Monitor Unarmed Security Agent	SAT-SUN (Shifts As Proposed And Accepted)	1	24	7	168
Mobile Unarmed Security Agent	SAT-SUN (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	2	40
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 THURS	2	9.5	1	19
Security Screening Unarmed Security Agent	0730-1800 THURS	1	10	1	10
Security Juvenile Court Unarmed Security Agent	0730-1600 THURS	2	8.5	1	17
Security Screening Unarmed Security Agent	1600-1200 THURS	1	1	1	1

Security Screening Unarmed Divestors	0730-1700 M-F	3	11.5	7	241.5
Contractor Proposed Supervisory Positions		TBD			40
				FACILITY TOTAL	938.5
FACILITY: Van-Cise-Simonet Detention Center, 490 W. Colfax Ave., Denver, CO 80204					
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
Contractor Proposed Supervisory Positions		TBD			22.162
				FACILITY TOTAL	246.162
				TOTAL HOURS	
FACILITIES MANAGEMENT-SECURITY PERSONNEL REQUIREMENTS				3380.668	
				SUPERVISOR	197.168
				SECURITY AGENT	3183.5
INFORMATION ONLY					
CITY AND COUNTY OF DENVER - SHERIFF SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: VAN CISE-SIMONET DETENTION CENTER, 490 W. Colfax Ave., Denver, CO 80204					
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	7	238
Contractor Proposed Supervisory Positions		TBD			23.547
				FACILITY TOTAL	261.547
				TOTAL HOURS	
SHERIFF-SECURITY PERSONNEL REQUIREMENTS				261.547	
				SUPERVISOR	23.547
				SECURITY AGENT	238
INFORMATION ONLY					
CITY AND COUNTY OF DENVER: PARKING MAGISTRATE SECURITY PERSONNEL WEEKLY REQUIREMENTS					
Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
Lobby Armed Security Agent	0430-1630 M-F	1	8	5	40
Contractor Proposed Supervisory Positions		TBD			3.957
				FACILITY TOTAL	43.957
				TOTAL HOURS	
PARKING MAGISTRATE -SECURITY PERSONNEL REQUIREMENTS				43.957	
				SUPERVISOR	3.957

SECURITY AGENT	40
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INFORMATION ONLY

CITY AND COUNTY OF DENVER: WASTE WATER SECURITY PERSONNEL WEEKLY REQUIREMENTS

FACILITY: Waste Water, 2000 West 3rd Ave., Denver, CO 80223

Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
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
Contractor Proposed Supervisory Positions		TBD			40
FACILITY TOTAL					336
					TOTAL HOURS
WASTE WATER SECURITY PERSONNEL REQUIREMENTS					336
SUPERVISOR					40
SECURITY AGENT					296

INFORMATION ONLY

CITY AND COUNTY OF DENVER: HUMAN SERVICES SECURITY PERSONNEL WEEKLY REQUIREMENTS

FACILITY: Richard T. Castro Human Services Building, 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	4
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
Contractor Proposed Supervisor Positions		TBD			23.349
FACILITY TOTAL					259.349

FACILITY: East Side Office Building, 3815 Steele St., Denver, CO 80205

Post	Shift Hours/Days	Position #	Hours Per Day	Days Per Week	Total Hours
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Information Desk Unarmed Security Agent	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Agent	1100-1530 M-F	1	8	5	40
Contractor Proposed Supervisor Positions		TBD			7.915
				FACILITY TOTAL	87.915

FACILITY: Arie P. Taylor Municipal Center (Montebello 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 Reception and Patrol	0700-1930 M-F	1	12.5	5	62.5
Facility Reception and Patrol	0700-1500 M-F	1	8	5	40
Facility Reception and Patrol	1500-1930 M-F	1	4.5	5	22.5
Contractor Proposed Supervisor Positions		TBD			7.915
				FACILITY TOTAL	212.915

FACILITY: Family Crisis Center, 2929 W. 10th Ave., Denver, CO 80204

Post	Shift Hours/Days	Position #	Hours Per day	Days Per Week	Total Hours
Information Desk Unarmed Security Agent	1630-2030 SUN	1	4	1	4
Information Desk Unarmed Security Agent	0830-1700 MON	1	9	1	9
Information Desk Unarmed Security Agent	1200-2030 TUE-THUR	1	8	3	24
Information Desk Unarmed Security Agent	1130-2930 FRI	1	7.5	1	7.5
Information Desk Unarmed Security Agent	1300-1700 SAT	1	4	1	4
Reception Desk, Control Access Unarmed Security Agent	0000-1430 SAT & SUN	2	14.5	2	58

Contractor Proposed Supervisor Positions		TBD			4.848
				FACILITY TOTAL	111.348
				TOTAL HOURS	
HUMAN SERVICES SECURITY PERSONNEL REQUIREMENTS					671.527
				SUPERVISOR	44.027
				SECURITY AGENT	627.5
INFORMATION ONLY					
CITY AND COUNTY OF DENVER DEPARTMENT OF MOTOR VEHICLE SECURITY PERSONNEL WEEKLY REQUIREMENTS					
FACILITY: DMV Tremont Branch, 2855 Tremont Place, Denver, CO 80205					
Post	Shift Hours/Days	Position #	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Agent	0745-1730 M-F	1	9.75	5	48.75
Contractor Proposed Supervisor Positions		TBD			4.823
FACILITY: DMV Northeast Branch, 4685 Peoria St., Denver, CO 80239					
Post	Shift Hours/Days	Position #	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Agent	0745-1730 FRI (ONLY)	1	9.75	1	9.75
Contractor Proposed Supervisor Positions		TBD			4.823
FACILITY: DMV Northwest Branch, 3698 W. 44th Ave., Denver, CO 80211					
Post	Shift Hours/Days	Position #	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Agent	0745-1730 FRI (ONLY)	1	9.75	1	9.75
Contractor Proposed Supervisor Positions		TBD			4.823
FACILITY: DMV Southwest Branch, 3100 S. Sheridan Blvd., Denver, CO 80227					
Post	Shift Hours/Days	Position #	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Agent	0745-1730 FRI (ONLY)	1	9.75	1	9.75
Contractor Proposed Supervisor Positions		TBD			4.823
				TOTAL HOURS	
DMV SECURITY PERSONNEL REQUIREMENTS					97.292
				SUPERVISOR	19.292
				SECURITY AGENT	78
NOTE: These three offices (DMV Northeast Branch, DMV Northwest Branch, DMV Southwest Branch) above also have an additional 9.75 hour shift on the last day of each month and the day after a City holiday.					

EXHIBIT A - ATTACHMENT D
PROPERTY, EQUIPMENT, UNIFORMS, AND PROPERTY ACCOUNTABILITY

1. PROPERTY AND EQUIPMENT:

- a. The City will provide the following:
 - i. Office Space for approximately two (2) computer stations, at the Wellington Webb building, with City network connectivity (monitor, CPU, keyboard, mouse) on a space available basis.
 - ii. Security Keys, on a as needed basis.
- b. The Contractor will provide the following equipment at the Contractor's expense.
 - i. At least fourteen (14) smart phones
 1. Capable of two-way communication, text messaging, capturing audio, photos, video and notes
 - ii. Two-way Radios
 - iii. All office support equipment
 - iv. Contractor is required to contract with the City for all telephone and/or data lines through the City's Technology Services Department.
- c. Screening Equipment
 - i. The City has included an option where the contractor may provide the following equipment. If the City does NOT accept the option, the City will provide, at its own expense, the following:
 1. Magnetometers
 2. X-Ray Machines
 3. Security Wands
- d. Vehicles
 - i. Compensation for vehicles is to be all inclusive of the markup.
 - ii. Vehicles must not have more than 100,000 miles or be any more than five (5) years old throughout the term of the contract.
 - iii. Vehicles shall be all-wheel drive or four-wheel-drive.
 - iv. One (1) vehicle is required for the Denver Security Office roving between locations.
 - v. One (1) vehicle is required for the Wastewater Division of Public Works.
 - vi. Vehicles must display a City & County of Denver logo in addition to the Contractor's logo to ensure vehicles are easily identifiable.
 - vii. The Contractor must maintain Automobile Liability Insurance as per the sample contract.

2. UNIFORMS:

The Contractor will provide uniforms at the Contractor's expense.

- a. Upon award of the resulting contract, the Contractor will provide sample uniforms to be approved by the CSO.
- b. The Contractor will notify the CSO of any changes to the Contractor's uniforms for the CSO's approval.
- c. Uniforms, accessories including City-issued badge, and equipment and the wearing of same are to conform to guidelines by the City. The Contractor's company logo and shield is authorized to be shown on the uniform.
- d. The City will not 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 the Contractor's billing rate.
- e. Uniforms must be consistent for all Contractor's Personnel.
- f. The Contractor is to furnish and maintain in good working condition, at no cost to the employees or the City, all items of uniform and equipment necessary to perform work required by this contract.
- g. Uniforms should be appropriate to the post and weather requirements.
- h. The Contractor must maintain a replacement program for worn, damaged and faded items, ensuring

the Contractor's Personnel have a professional look while representing the City.

- i. Uniform Colors and Quantities
 - i. Matching dark color socks will be worn with the shoes.
 - ii. The MINIMUM allotments of items below are to be provided by the Contractor to the Contractor's Personnel, at the expense of the Contractor:
 1. Footwear is to be either a black, polished boot or a black, polished oxford. Athletic shoes are not acceptable. (1)
 2. Shirts, long sleeve (3)
 3. Shirts, short sleeve (3)
 4. Trousers, all weather (3)
 5. Winter coat (1)
 6. Windbreaker (1)
 7. Rainwear (1)
 8. Winter stocking cap (1)

3. ARMED GUARD EQUIPMENT

The Contractor will provide the following at the Contractor's expense.

- a. Armed Security Guards shall wear "duty belt gear." This can be personal property of the Guard 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 and reviewed and approved by the CSO or their designee. A baton and pepper spray canister shall be carried by Armed Guards.
- b. Armed Guards shall carry a handcuff case with at least one cuff key on their person during all duty hours.

4. 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, and no later than 30 days after contract termination, 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 and as needed determined by the CSO.
- 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) business 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.

**EXHIBIT A - ATTACHMENT E
EXAMPLE QUARTERLY REVIEW SCORECARD**

Contractor Name: (Security Provider)	
Facility Location:	
Scorecard Year / Quarter:	
Contractor Evaluation Team Members:	
Date:	

Score
10 - Excellent, also used for 'Not Applicable' (requires comment indicating N/A)
7 - Very Good
5 - Average
3 - Below Average
1 - Unacceptable

Note:
All items highlighted in green require modification by the Scoring Team. These cells are unlocked. All other cells are locked.

		Scorecard Areas for Evaluation (If rating is less than 5, Comments are required)				<u>TOTAL SCORE</u>	
						0.00	
Category	Category Weight	SLA's	Consideration Weight	Score	Weighted Score	Category Score	COMMENTS
1 - EMERGENCY PROCEDURES	25%	a. Security Officers respond to emergency incidents in the agreed upon response time	30%		0	0.0	
		b. Security Officers follow company procedures and post orders when responding to an emergency	30%		0		
		c. Security Officers are documenting and reporting conditions, problems, issues and concerns so that emergencies can be prevented	30%		0		
		d. Recommendations are made to change or improve emergency services 10 = Yes or Not Applicable 1 = No	10%		0		

2 - OPERATIONS	15%	a. Incidents are being observed and reported in a timely manner	20%		0	0.0	
		b. The access control procedure is being followed in accordance with facility direction and post orders, as well as being managed and maintained	20%		0		
		c. Incident reports are timely, accurate, complete, and grammatically correct	15%		0		
		d. Inspections/audits (i.e. fire extinguishers, AED batteries, lighting, doors, duress buttons, etc.) are being conducted as required	15%		0		
		e. DAS's and passdown logs are maintained on a daily basis and accurate	15%		0		
		f. Post checks are being made as required	10%		0		
		g. The CCTV technology is used and issues reported on timely basis 10 = Yes or Not Applicable 1 = No	5%		0		
3 - SECURITY OFFICER PERFORMANCE	15%	a. Security Officers demonstrate good communication and interpersonal skills for defusing challenging situations	20%		0	0.0	
		b. Security Officers demonstrate knowledge of regulatory requirements pertinent to the site	15%		0		
		c. Security Officers perform regulatory requirements without error	15%		0		
		d. Security officers demonstrate self-initiative	15%		0		
		e. Health, Safety, and Environment (HSE) hazards are being reported immediately to management 10 = Yes or Not Applicable 1 = No	15%		0		
		f. Security Officer demonstrates knowledge of City and County services	15%		0		
		g. Security Officers recommend ways to improve security 10 = Yes or Not Applicable 1 = No	5%		0		
4 - TRAINING	15%	a. All officers have completed on the job training and all courses required in the Security Provider's annual training plan 10 = Yes or Not Applicable 1 = No	20%		0	0.0	
		b. All officers have the required certifications (AED, CPR, First Aid, Merchant Guard license, and valid driver's license) 10 = Yes or Not Applicable 1 = No	20%		0		
		c. All officers are receiving refresher training on time 10 = Yes or Not Applicable 1 = No	20%		0		
		d. All on the job training has been completed within the agreed-upon time after assignment 10 = Yes or Not Applicable 1 = No	20%		0		
		e. All Security Officers assigned to CCD have their valid Merchant Guard card with them while on-site at CCD 10 = Yes or Not Applicable 1 = No	20%		0		

5 - MANAGEMENT OPERATIONS	10%	a. The Security Provider's on-site manager visits all shifts at least once per month 10 = Yes or Not Applicable 1 = No	15%		0	0.0	
		b. The on-site manager submits a Weekly Activity Report to CCD site manager 10 = Yes or Not Applicable 1 = No	15%		0		
		c. Security Provider's Management (i.e. branch, region, corporate) visits the site quarterly to meet with CCD and DSO management 10 = Yes or Not Applicable 1 = No	10%		0		
		d. Security Provider is finding new and improved ways of managing security operations to optimize scheduling and minimize security incidents	10%		0		
		e. The schedule is being managed efficiently to ensure that hours requested are the hours worked	10%		0		
		f. The Security Provider's on-site manager meets with CCD Management monthly 10 = Yes or Not Applicable 1 = No	10%		0		
		g. Security Provider is ensuring Security Officers are not creating HSE incidents 10 = Yes or Not Applicable 1 = No	10%		0		
		h. Security Provider provides acceptable follow through on action items and resolutions	10%		0		
		i. Security Provider responds to issues proactively	10%		0		
6- MANAGEMENT BACK OFFICE	10%	a. Security Provider is able to staff unanticipated call-offs	25%		0	0.0	
		b. Security Provider fills vacant positions within a timely manner consistent with CCD site management's expectations	25%		0		
		c. The Security Officer turnover rate (voluntary and involuntary) is acceptable to CCD management	20%		0		
		d. All required equipment is being provided 10 = Yes or Not Applicable 1 = No	5%		0		
		e. All required equipment is being maintained in good working order 10 = Yes or Not Applicable 1 = No	5%		0		
		f. It is easy to do business with Security Provider	10%		0		
		g. Security Provider's invoices are accurate and received on time	10%		0		
7 - APPEARANCE & CONDUCT	10%	a. Security Officers show up on time to work	25%		0	0.0	
		b. Security Officers conduct themselves in a professional and courteous manner	25%		0		
		c. Security Officers demonstrate good writing skills in written communication	20%		0		
		d. Security Officers are in proper uniform	15%		0		

		e. Security Officers maintain a professional appearance	15%		0		
Overall comments							

EXHIBIT A - ATTACHMENT F
INVOICE EXAMPLE



Invoice

Company name
Your Company Slogan Here

Date: October 10, 2019
Invoice #: 123456
Customer ID: General Services

To: City and County of Denver
Denver Security Office
201 W. Colfax Ave
Denver, CO 80201
720-865-7102

Ship to: City and County of Denver
Denver Security Office
201 W. Colfax Ave
Denver, CO 80201
720-865-7102

Facility Address	Facility Code	Date	Position	Employee Name	Post Assigned	Post Change	Shift Notes	Shift	Scheduled Hours	Actual Hours	Delta	Hourly Wage	Hourly Bill Rate	Line Total	
Building 1	WEW01	9/30/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/1/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/2/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/3/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/4/2019	Unarmed Guard 1	Name	Information Desk	No	Left sick	08:00 AM - 4:00 PM	8	4	(4:00)	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	36	(4:00)		\$XX.XX	\$XX.XX	
Building 1	WEW01	9/30/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/1/2019	Unarmed Guard 2	Name	Security Control Room	No	Left sick	08:00 AM - 4:00 PM	8	6	(2:00)	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/2/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/3/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/4/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	38	(2:00)		\$XX.XX	\$XX.XX	
Building 2	WEW02	9/30/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/1/2019	Unarmed Guard 1	Name	Security Control Room	No	Covered for another guard	04:00 PM - 12:00 AM	8	10	2:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/2/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/3/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/4/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	42	2:00		\$XX.XX	\$XX.XX	
Building 3	WEW03	9/30/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/1/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/2/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/3/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/4/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Building 3	WEW03	9/30/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/1/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/2/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/3/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/4/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Building 4	WEW04	9/30/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/1/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/2/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/3/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/4/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Subtotal										240.00	236.00			\$XX.XX	\$XX.XX
Total														\$XX.XX	

Make all checks payable to Company name

Company Address, City, ST ZIP Code, Phone, Fax, E-mail

EXHIBIT A - ATTACHMENT G

REFERENCE GLOSSARY

Executive Order No. 16 – Use of Electronic Communication Devices and Services

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/16-Use-of-Electronic-Communication-Devices-Services.pdf>

Executive Order No. 94 – City and County of Denver Employees’ Alcohol and Drug Policy

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/94-CCD-Employees-Drug-Alcohol-Policy.pdf>

Executive Order No. 99 – City Smoking Policy

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/99-City-Smoking-Policy.pdf>

Executive Order No. 136 – Non-displacement of Qualified Workers City Service Contracts

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/136-non-displacement-qualified-workers.pdf>

Denver Revised Municipal Code – Chapter 42 Article V. Private Security Businesses and Private Security Guards

https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH_42PO_ARTVPRSEBUPRSEGU

Exhibit B**CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES****PERFORMANCE AND PAYMENT BOND**

Universal Protection Service, LP dba

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Allied Universal Security Services, a corporation organized and existing under and by virtue of the laws of the State of California, hereafter referred to as the "Contractor", and Atlantic Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of Five Hundred Thousand Dollars (\$500,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2020, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of **CONTRACT NO. _____**, [**CITYWIDE SECURITY PERSONNEL SERVICES**], Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this
27th day of August, 2020.

Universal Protection Service, LP dba
Allied Universal Security Services
Contractor



Attest: Paul A. Laceroni
Paul Laceroni
Vice President of Treasury

By: Nancy R. Peterson
Nancy R. Peterson
SVP and Deputy General Counsel / Assistant Secretary

Atlantic Specialty Insurance Company
Surety

By: James W. Johnson
James W. Johnson, Attorney-In-Fact



(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:
Attorney for the City and County of Denver

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Assistant City Attorney

By: _____
Michael B. Hancock
MAYOR

By: _____
BRANDON GAINEY, ACTING
EXECUTIVE DIRECTOR OF
GENERAL SERVICES

PENNSYLVANIA WITNESSING OR ATTESTING A SIGNATURE

State of Pennsylvania

County of Montgomery

Signed (or attested) before me on August 31, 2020 by _____
Date

Nancy R. Peterson
Name(s) of Individual(s)

Erin M. Gallagher
Signature of Notarial Officer

Erin M. Gallagher
Printed Name of Notarial Officer

Notary Public
Title of Office

Place Official Stamp/Notary Seal Above

My Commission Expires: 2/6/21

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }
AUG 27 2020

On _____, before me, Christina Marie Rogers, Notary Public,
personally appeared James W. Johnson

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Christina Marie Rogers

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Erik Johansson, Melissa Lopez, Frances Lefler, James W. Johnson, Leticia Romano**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

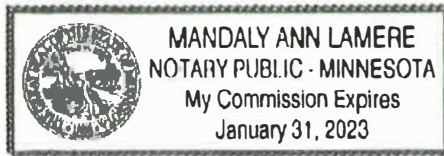
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.



By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of August, 2020




Christopher V. Jerry, Secretary

This Power of Attorney expires
January 31, 2023

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2020

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 have ADDITIONAL INSURED provisions or 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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN118025105-ALL-UNIV-20-21	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : National Union Fire Insurance Co.</td> <td style="border: none;">19445</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co.	19445	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : National Union Fire Insurance Co.	19445														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428															

COVERAGES **CERTIFICATE NUMBER:** CLE-006604262-01 **REVISION NUMBER:** 2

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CRIME			01-601-01-08	08/01/2020	08/01/2021	Employee Theft or Dishonesty 2,000,000 Clients' Property 2,000,000

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

CERTIFICATE HOLDER City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers 201 West Colfax Avenue, Dept. 1110 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.	NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER	EFFECTIVE DATE:
CARRIER	
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

First Named Insured:
Allied Universal Topco, LLC

Additional Named Insureds:
 AlliedBarton (NC) LLC
 AlliedBarton (NC) LLC, dba Allied Universal Security Services
 AlliedBarton Security Services LLC
 AlliedBarton Security Services LLC, dba Allied Universal Security Services
 AlliedBarton Security Services LP
 AlliedBarton Security Services LP, dba Allied Universal Security Services
 Allied Security Holdings LLC
 Allied Universal Holdco LLC
 Andrews International Government Services, Inc.
 Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
 Apollo Security International, Inc.
 C & D Enterprises, Inc.
 FJC Security Services, Inc.
 FJC Security Services, Inc., dba Allied Universal Security Services
 Guardsmark (Puerto Rico), LLC
 Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
 Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
 Intelligent Access Systems of North Carolina, LLC
 Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
 Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
 Peoplemark, Inc.
 Peoplemark, LLC
 Securadyne Systems Intermediate LLC
 Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
 Securadyne Systems Texas LLC
 Securadyne Systems Texas LLC, dba Allied Universal Technology Services
 SFI Electronics, LLC
 SFI Electronics, LLC, dba Allied Universal Technology Services
 SFI Electronics, LLC, dba Allied Universal Security Systems
 SFI Electronics, LLC, dba Universal Protection Security Systems
 Spectaguard Acquisition LLC
 Staff Pro Inc.
 Staff Pro Inc., dba Allied Universal Event Services
 Surveillance Specialties, Ltd.
 Surveillance Specialties, Ltd., dba Allied Universal Technology Services
 Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
 Universal Building Maintenance, LLC
 Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
 Universal Protection Security Systems, LP
 Universal Protection Security Systems, LP, dba Allied Universal Technology Services
 Universal Protection Security Systems, LP, dba Allied Universal Security Systems
 Universal Protection Service of Canada Co.
 Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
 Universal Protection Service of Canada Corporation



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates, Inc.
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
 U. S. Security Associates Aviation Services, Inc.
 U. S. Security Associates Holding Corp.
 U. S. Security Associates Holdings II Corp.
 U. S. Security Associates Holdings, Inc.
 U. S. Security Associates Staffing, Inc.
 U. S. Security Holdings, Inc.
 Vance Executive Protection, In.
 Vance International Consulting, Inc.

 The following acquisitions are included for coverage in the policies evidenced above as follows:

Coverage effective dates:
 Crime: 12/31/2019

AS Solution North America, Inc.
 AS Solution North America, Inc., dba AS Solution
 First Alarm Security & Patrol, Inc.
 First Alarm Security & Patrol, Inc., dba First Alarm
 First Alarm Security & Patrol, Inc., dba First Security
 First Alarm Security & Patrol, Inc., dba First Security Services
 SOS Security, LLC
 SOS Security LP
 SOS Security LP, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
 TSI Security LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2020

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 have ADDITIONAL INSURED provisions or 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 MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-ALL-Prof-19-20	CONTACT NAME: ... PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td style="text-align: center;">22322</td> </tr> <tr> <td>INSURER C : XL Insurance America</td> <td style="text-align: center;">24554</td> </tr> <tr> <td>INSURER D : Indian Harbor Insurance Company</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER E : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America	24554	INSURER D : Indian Harbor Insurance Company	36940	INSURER E : XL Specialty Insurance Company	37885	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : XL Insurance America	24554														
INSURER D : Indian Harbor Insurance Company	36940														
INSURER E : XL Specialty Insurance Company	37885														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** CLE-006208863-21 **REVISION NUMBER:** 6

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"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			082695264 Professional Liability is included in the General Liability limit.	11/01/2019	11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	10,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10,000,000	MED EXP (Any one person)	\$		PERSONAL & ADV INJURY	\$	10,000,000	GENERAL AGGREGATE	\$	10,000,000	PRODUCTS - COMP/OP AGG	\$	10,000,000		\$	
EACH OCCURRENCE	\$	10,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10,000,000																										
MED EXP (Any one person)	\$																											
PERSONAL & ADV INJURY	\$	10,000,000																										
GENERAL AGGREGATE	\$	10,000,000																										
PRODUCTS - COMP/OP AGG	\$	10,000,000																										
	\$																											
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			RAD9437818-03	11/01/2019	11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td><td></td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
COMBINED SINGLE LIMIT (Ea accident)	\$	5,000,000																										
BODILY INJURY (Per person)	\$																											
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PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			RES9437994 EXCESS OF GENERAL LIABILITY	11/01/2019	11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">10,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	10,000,000	AGGREGATE	\$	10,000,000		\$													
EACH OCCURRENCE	\$	10,000,000																										
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C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER																											
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	PROFESSIONAL LIABILITY			082695264	11/01/2019	11/01/2020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>COMBINED WITH GL LIMIT</td><td></td><td></td></tr> </table>	LIMIT	\$	2,000,000	COMBINED WITH GL LIMIT																	
LIMIT	\$	2,000,000																										
COMBINED WITH GL LIMIT																												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers 201 West Colfax Avenue, Dept. 1110 Denver, CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC	NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER	EFFECTIVE DATE:	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;">CARRIER</td> <td style="width: 50%; vertical-align: top;">NAIC CODE</td> </tr> </table>		CARRIER
CARRIER	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

First Named Insured:
Allied Universal Topco, LLC

Additional Named Insureds:

- AlliedBarton (NC) LLC
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LLC
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LP
- AlliedBarton Security Services LP, dba Allied Universal Security Services
- Allied Security Holdings LLC
- Allied Universal Holdco LLC
- Andrews International Government Services, Inc.
- Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services
- Apollo Security International, Inc.
- C & D Enterprises, Inc.
- FJC Security Services, Inc.
- FJC Security Services, Inc., dba Allied Universal Security Services
- Guardsmark (Puerto Rico), LLC
- Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
- Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
- Intelligent Access Systems of North Carolina, LLC
- Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
- Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
- Peplemark, Inc.
- Peplemark, LLC
- Securadyne Systems Intermediate LLC
- Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
- Securadyne Systems Texas LLC
- Securadyne Systems Texas LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC
- SFI Electronics, LLC, dba Allied Universal Technology Services
- SFI Electronics, LLC, dba Allied Universal Security Systems
- SFI Electronics, LLC, dba Universal Protection Security Systems
- Spectaguard Acquisition LLC
- Staff Pro Inc.
- Staff Pro Inc., dba Allied Universal Event Services
- Surveillance Specialties, Ltd.
- Surveillance Specialties, Ltd., dba Allied Universal Technology Services
- Surveillance Specialties, Ltd., dba Securadyne Systems Northeast
- Universal Building Maintenance, LLC
- Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
- Universal Protection Security Systems, LP
- Universal Protection Security Systems, LP, dba Allied Universal Technology Services
- Universal Protection Security Systems, LP, dba Allied Universal Security Systems
- Universal Protection Service of Canada Co.
- Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
- Universal Protection Service of Canada Corporation



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC	NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER	EFFECTIVE DATE:	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CARRIER</td> <td style="width: 50%;">NAIC CODE</td> </tr> </table>		CARRIER
CARRIER	NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada
 Universal Protection Service, LLC
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LLC, dba Allied Universal Security Services
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
 Universal Protection Service, LP
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services
 Universal Protection Service, LP, dba Allied Universal Security Services
 Universal Protection Service, LP, dba Allied Universal Security Services, LP
 Universal Protection Service of Seattle, LLC
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services
 Universal Services of America, LP
 Universal Thrive Technologies, LLC
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center
 Universal Thrive Technologies, LLC, dba Thrive Intelligence
 U.S. Security Associates, Inc.
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services
 U. S. Security Associates Aviation Services, Inc.
 U. S. Security Associates Holding Corp.
 U. S. Security Associates Holdings II Corp.
 U. S. Security Associates Holdings, Inc.
 U. S. Security Associates Staffing, Inc.
 U. S. Security Holdings, Inc.
 Vance Executive Protection, In.
 Vance International Consulting, Inc.

 The following acquisitions are included for coverage in the policies evidenced above as follows:

Coverage effective dates:

General and Umbrella Liability: 12/31/2019

Auto Liability and Workers' Compensation: 01/12/2020

AS Solution North America, Inc.
 AS Solution North America, Inc., dba AS Solution
 First Alarm Security & Patrol, Inc.
 First Alarm Security & Patrol, Inc., dba First Alarm
 First Alarm Security & Patrol, Inc., dba First Security
 First Alarm Security & Patrol, Inc., dba First Security Services
 SOS Security, LLC
 SOS Security LP
 SOS Security LP, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Security Services
 SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
 TSI Security LLC

POLICY NUMBER: RAD943781803

XIC 414 1013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD943781803

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: ALLIED UNIVERSAL TOPCO, LLC</p> <p>Endorsement Effective Date: November 1, 2019</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

GUARDSECURE GENERAL AND PROFESSIONAL LIABILITY COVERAGE FORM

A. SECTION II - Who Is An Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

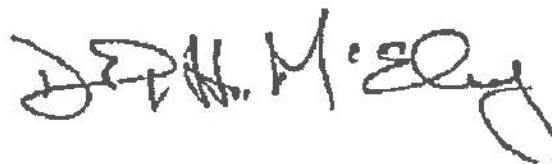
D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights as an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.



Authorized Representative OR
Countersignature (in states where applicable)

LEXDOC021
LX0404

ENDORSEMENT #24

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

SECURITY GUARD GENERAL AND PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or Organization:

Where required by written contract.

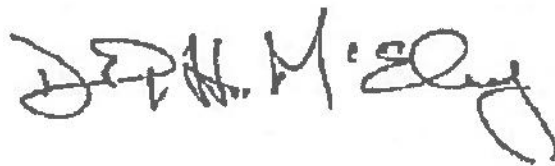
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

LEXDOC021
LX0404



Authorized Representative OR
Countersignature (In states where applicable)

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

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

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 11-01-2019

Policy No. RWD3001203-03

Endorsement No.

Insured ALLIED UNIVERSAL TOPCO, LLC



Insurance Company
XL Insurance America, Inc.

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

ENDORSEMENT #

This endorsement, effective 12:01 a.m., November 1, 2019 forms a part of
Policy No. RAD943781803 issued to ALLIED UNIVERSAL TOPCO, LLC
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL Insurance no less than 45 days prior to the effective date of cancellation.		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #49

This endorsement, effective 12:01 AM 11/01/2019

Forms part of policy number: 082695264

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: LEXINGTON INSURANCE COMPANY

AMENDMENT OF CANCELATION CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

SECURITY GUARD PROFESSIONAL LIABILITY POLICY

Section IV – **CONDITION #12**, Cancellation, is deleted in its entirety and replaced with the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured, all additional named insured's, and all certificate holder's written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment or premium; or
 - b. 90 days before the effective date of cancellation if we cancel for any other reason.
 It is further understood that ninety (90) will be given for material change.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, earned premium will be calculated in accordance with the customary pro-rata table and procedure, or the Minimum Earned Premium at the inception of the policy shown in of the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. If we decide to non-renew this policy we will provide the first Named insured with 90-days written notice.
8. It is further agreed that notice of cancellation or non-renewal will be given, in writing, to the Risk management Department.

All other terms and conditions remain as written.

LEXDOC021

LX0404

Authorized Representative OR
Countersignature (in states where applicable)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 57

(Ed. 12/10)

ENDORSEMENT #

This endorsement, effective 12:01 a.m. 11-01-2019 forms a part of

Policy No. RWD3001203-03 issued to ALLIED UNIVERSAL TOPCO, LLC
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by Marsh USA, Inc. and furnished to AXA XL no less than 45 days prior to the effective date of the cancellation.		30

All other terms and conditions of the Policy remain unchanged.

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 11-01-2019 Policy No. RWD3001203-03 Endorsement No.
Insured ALLIED UNIVERSAL TOPCO, LLC Premium \$ Included
Insurance Company XL Insurance America, Inc. Countersigned by 

EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

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

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

- 2.1.1.1. Awards may be in the form of:

- 2.1.1.1.1. Funding provided to the City and County of Denver, Colorado in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) ("CARES Act");

- 2.1.1.1.2. Grants;

- 2.1.1.1.3. Contracts;

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

- 2.1.1.1.5. Loans;

- 2.1.1.1.6. Loan Guarantees;

- 2.1.1.1.7. Subsidies;

- 2.1.1.1.8. Insurance;

- 2.1.1.1.9. Food commodities;

- 2.1.1.1.10. Direct appropriations;

- 2.1.1.1.11. Assessed and voluntary contributions; and

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

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

- 2.1.1.2. Award *does not* include:

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

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

- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Agreement” means the Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
 - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 2.1.5.2. A foreign public entity;
 - 2.1.5.3. A domestic or foreign non-profit organization;
 - 2.1.5.4. A domestic or foreign for-profit organization; and
 - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or City and County of Denver, Colorado agency.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means the City and County of Denver, Colorado, or an agency thereof, that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE.

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

5. TOTAL COMPENSATION.

5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and

5.1.2. In the preceding fiscal year, Contractor received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.

- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

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

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the City and County of Denver, Colorado, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECEPIENT CONTRACTS

12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.

12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.1.1. During the performance of this Agreement, the Contractor agrees as follows:

12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

12.1.1.1.3. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Contractor's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City and County of Denver, Colorado may terminate the Agreement upon thirty (30) days prior written notice if the default remains uncured five (5) calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the City and County of Denver, Colorado under the Agreement, at law or in equity.

END OF DOCUMENT.

Exhibit E – Billing Rates

Proposer: ALLIED UNIVERSAL SECURITY SERVICES

The contractor may copy this page or modify it to conform to the services being offered. Provide one copy for each subcontractor as well as the prime contractor

PERSONNEL CLASSIFICATION	PERSONNEL PAY PER HOUR*	ALL INCLUSIVE BILLING RATE RATE PER HOUR**
<u>Armed Guard Level 1</u>	\$ <u>22.50</u>	\$ <u>34.55</u>
<u>Armed Guard Level 2</u>	\$ <u>23.00</u>	\$ <u>35.32</u>
<u>Armed Guard Level 3</u>	\$ <u>24.00</u>	\$ <u>36.85</u>
<u>Armed Guard Supervisor Level 1</u>	\$ <u>24.50</u>	\$ <u>37.35</u>
<u>Armed Guard Supervisor Level 2</u>	\$ <u>25.00</u>	\$ <u>38.11</u>
<u>Armed Guard Supervisor Level 3</u>	\$ <u>25.50</u>	\$ <u>38.87</u>
<u>Unarmed Guard Level 1</u>	\$ <u>17.00</u>	\$ <u>27.02</u>
<u>Unarmed Guard Level 2</u>	\$ <u>17.50</u>	\$ <u>27.82</u>
<u>Unarmed Guard Level 3</u>	\$ <u>18.00</u>	\$ <u>28.61</u>
<u>Supervisor Level 1</u>	\$ <u>19.00</u>	\$ <u>29.40</u>
<u>Supervisor Level 2</u>	\$ <u>19.50</u>	\$ <u>30.18</u>
<u>Supervisor Level 3</u>	\$ <u>20.00</u>	\$ <u>30.95</u>
<u>Assistant Supervisor Level 1</u>	\$ <u>18.50</u>	\$ <u>28.63</u>
<u>Assistant Supervisor Level 2</u>	\$ <u>19.00</u>	\$ <u>29.40</u>
<u>Assistant Supervisor Level 3</u>	\$ <u>19.50</u>	\$ <u>30.18</u>
<u>Security Ops Center Guard Level 1</u>	\$ <u>18.00</u>	\$ <u>28.89</u>
<u>Security Ops Center Guard Level 2</u>	\$ <u>18.50</u>	\$ <u>29.69</u>
<u>Security Ops Center Guard Level 3</u>	\$ <u>19.00</u>	\$ <u>30.49</u>
Other(s) (please list individually below)		
<u>Non-Lethal SP 1</u>	\$ <u>18.50</u>	\$ <u>28.41</u>
<u>Non-Lethal SP 2</u>	\$ <u>19.00</u>	\$ <u>29.18</u>
<u>Non-Lethal SP 3</u>	\$ <u>19.50</u>	\$ <u>29.94</u>
<u>Non-Lethal Supervisor 1</u>	\$ <u>21.00</u>	\$ <u>32.01</u>
<u>Non-Lethal Supervisor 2</u>	\$ <u>21.50</u>	\$ <u>32.77</u>
<u>Non-Lethal Supervisor 3</u>	\$ <u>22.00</u>	\$ <u>33.54</u>

*Personnel Pay Rate per Hour is the hourly rate in which the Contractor pays its employees.

**All Inclusive Billing Rate per Hour is the rate in which the Contractor bills the City for services and includes the Contractor's overhead and profit.

Proposer: AMERICAN AUTOMATION (SUBCONTRACTOR)

The contractor may copy this page or modify it to conform to the services being offered. Provide one copy for each subcontractor as well as the prime contractor

PERSONNEL CLASSIFICATION	PERSONNEL PAY PER HOUR*	ALL INCLUSIVE BILLING RATE PER HOUR**
<u>Armed Guard Level 1</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Armed Guard Level 2</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Armed Guard Level 3</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Armed Guard Supervisor Level 1</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Armed Guard Supervisor Level 2</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Armed Guard Supervisor Level 3</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Unarmed Guard Level 1</u>	\$ <u>17.00</u>	\$ <u>27.02</u>
<u>Unarmed Guard Level 2</u>	\$ <u>17.50</u>	\$ <u>27.82</u>
<u>Unarmed Guard Level 3</u>	\$ <u>18.00</u>	\$ <u>28.61</u>
<u>Supervisor Level 1</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Supervisor Level 2</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Supervisor Level 3</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Assistant Supervisor Level 1</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Assistant Supervisor Level 2</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Assistant Supervisor Level 3</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Security Ops Center Guard Level 1</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Security Ops Center Guard Level 2</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>Security Ops Center Guard Level 3</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

Other(s) (please list individually below)

<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

***FOR SAFETY + CONSISTENCY REASONS, ALLIED UNIVERSAL IS ONLY SUBCONTRACTING "UNARMED GUARD POSTS"**

*Personnel Pay Rate per Hour is the hourly rate in which the Contractor pays its employees.

**All Inclusive Billing Rate per Hour is the rate in which the Contractor bills the City for services and includes the Contractor's overhead and profit.