

**AGREEMENT
ONE-STOP WORKFORCE OPERATIONS**

TABLE OF CONTENTS

RECITALS	6
Section 1 Definitions	7
Section 2 Contract Documents	10
2.1 Order of Preference.....	10
2.2 Modifications to Exhibits.....	10
Section 3 Coordination of Services	11
3. Coordination and Liaison.....	11
Section 4 Services	11
4. Services.....	11
Section 5 Compensation	12
5. Compensation and Method of Payment.....	12
5.1 Budget.....	12
5.2 Reimbursable Expenses.....	12
5.3 Invoices.....	12
5.4 Maximum Contract Amount.....	13
5.5 Recovery of Incorrect Payments.....	13
5.6 Additional Program Conditions.....	14
5.7 Federal Funds Contingency.....	14
5.8 No Duplication of Funds for Same Services.....	14
Section 6 Term	14
Section 7 Center Locations / Licensed Premises	15
7. Center Locations; License and Acceptance of Premises.....	15
Section 8 One-Stop Partners	15
8. Access to Services; Co-Location.....	15
Section 9 Opportunities for employment with Contractor	16
9. Employment with Funds.....	16
Section 10 Background Checks	16
10. Required Background Checks.....	16
10.1 Hiring and Employment Decisions; Volunteers.....	16
10.2 Services for Youth.....	16
Section 11 Enforcement/Termination	17

11. Enforcement Remedies/ Termination of Agreement	17
11.1 Enforcement Remedies	17
11.2 Termination due to Changes in Program – TANF	18
11.3 Termination due to Criminal Offenses	18
11.4 Termination for Convenience	18
11.5 Termination for Delinquent Loans, Contract Obligations, and Taxes	18
11.6 Termination by Contractor	19
11.7 Payment upon Termination	19
11.8 Return of Materials and Equipment	19
Section 12 Examination of Records/Audits	19
12. Examination of Records	19
Section 13 Insurance	20
13. Insurance	
13.1 General Conditions	20
13.2 Proof of Insurance	21
13.3 Additional Insureds	21
13.4 Waiver of Subrogation	21
13.5 Subcontractors and Subconsultants	21
13.6 Workers' Compensation/Employer's Liability Insurance	22
13.7 Commercial General Liability	22
13.8 Business Automobile Liability	22
13.9 Professional Liability (Errors & Omissions)	22
13.10 Cyber Liability	22
13.11 Commercial Crime including Client Coverage	22
13.12 Property Insurance	23
13.13 Additional Provisions	23
Section 14 Defense and Indemnification	23
Section 15 Compliance with Laws	24
15. Compliance with Applicable Laws	24
15.1 WIOA	25
15.2 WIOA Program Laws/Rules	25
15.3 WIOA Guidance	25
15.4 OMB	25
15.5 Colorado Employment First	25
15.6 TANF/PRWORA	25
15.7 Colorado Works	25
15.8 Colorado Works MOU	25
15.9 TANF Program Laws/Rules	25
15.10 Other Guidance, instructions, directives	26
15.11 Exhibits	26
15.12 Federal or State Grants	26

15.13 Requests for Proposals.....	26
15.14 Pass-Through of City Obligations Pursuant to the Applicant Verification Statute.....	26
15.15 Grievance Policy.....	26
15.16 Debarment.....	27
15.17 Prohibited Transactions.....	27
15.18 Byrd Anti-Lobbying.....	28
15.19 Mandatory Disclosures.....	28
15.20 The Deficit Reduction Act of 2005.....	28
15.21 FFATA.....	28
15.22 The Clean Air and Federal Water Pollution Control Act.....	28
15.23 The Energy Policy and Conversation Act.....	28
15.24 Non-Discrimination and Equal Employment Opportunity (Federal requirements).....	28
15.25 No Discrimination in Program Participation (Federal requirements).....	29
15.27 No Discrimination in Employment (City Executive Order No. 8).....	30
15.28 No Employment of Illegal Aliens to perform work under The Agreement.....	31
 Section 16 Intellectual Property.....	32
16. Intellectual Property Rights.....	32
16.1 Ownership.....	32
16.2 Copyrightable Intellectual Property.....	32
16.3 Patentable Intellectual Property.....	33
16.4 Third Party Products, Materials and Processes.....	33
16.5 Federal License.....	34
16.6 Restrictions on Other City Intellectual Property.....	34
16.7 Contractor's Pre-existing Intellectual Property.....	34
 Section 17 Data; Personal Information; Protection.....	35
17. Personal Information; Data Protection; Protected Health Information.....	35
17.1 Data Protection Laws.....	35
17.2 Personal Information.....	35
17.3 Compliance with Law and Regulation.....	35
17.4 Software Programs.....	35
17.5 Security of Personal Information and Access to Software Programs.....	36
17.6 Confidentiality.....	36
17.7 Contractor Use of Personal Information.....	36
17.8 Protected Health Information.....	37
17.9 Employees and Subcontractors.....	37
17.10 Loss of Personal Information.....	37
17.11 Data Retention and Destruction.....	38

17.12 No Other Databases.....	38
17.13 Data Transfer Upon Termination.....	38
Section 18 City Confidential Information/Open Records.....	39
18. Confidential Information; Open Records.....	39
18.1 City Proprietary and Confidential Information.....	39
18.2 Use and Protection of Proprietary Information and Confidential Information.....	39
Section 19 Additional Provisions.....	41
19.1 Reasonableness of Consent or Approval.....	41
19.2 Force Majeure.....	41
19.3 Status of Contractor.....	41
19.4 Legal Authority.....	41
19.5 Survival of Certain Provisions.....	42
19.6 Notices.....	42
19.7 Disputes.....	43
19.8 Governing Law; Venue.....	43
19.9 No Construction against drafting party.....	43
19.10 When Rights and Remedies Not Waived.....	43
19.11 Taxes, Late Charges, and Permits.....	43
19.12 Assignment and Subcontracting.....	43
19.13 Inurement.....	44
19.14 No Third Party Beneficiary.....	44
19.15 No Authority to Bind City to Contracts.....	44
19.16 Severability.....	44
19.17 Conflict of Interest.....	44
19.18 Advertising and Public Disclosure.....	45
19.19 City Execution of Agreement.....	45
19.20 Agreement as Complete Integration-Amendments.....	45
19.21 Use, Possession or Sale of Alcohol or Drugs.....	46
19.22 Time is of the Essence.....	46
19.23 Tobacco Products and Smoking Policy.....	46
19.24 Litigation Costs and Attorneys' Fees.....	46
19.25 Notice of Pending Litigation.....	46
19.26 Electronic Signatures and Electronic Records.....	46

AGREEMENT ONE-STOP WORKFORCE OPERATIONS

THIS AGREEMENT or Memorandum of Understanding (the "Agreement") is between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, ("Denver"), for itself and on behalf of the **Division of Workforce Development, a division of the Office of Economic Development** (the "Agency") and the **Denver Workforce Development Board** (the "Local Board"), and together with Denver (the "City") and **ARBOR E&T, LLC, dba ResCare Workforce Services**, a limited liability Company, authorized to conduct business in the State of Colorado, with a business address of 805 North Whittington Parkway, Louisville, KY 40222 ("Contractor"), each the City and the Contractor a "Party" and jointly the "Parties".

RECITALS

A. On July 22, 2014, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014 ("WIOA") to provide, among other things, workforce investment activities through statewide and local workforce development systems, increase employment, retention, and earnings of participants, and increase attainment of occupational skills by participants. Through such activities, WIOA seeks to improve the quality of the workforce, reduce welfare dependence, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the productivity and competitiveness of the Nation.

B. The City and County of Denver has been designated by the Governor of the State of Colorado as a local workforce investment area in order to receive and allocate WIOA funding and to otherwise coordinate WIOA activities. In addition, a local workforce development board has been established to carry out any WIOA specified functions.

C. The City has been or will be designated by the State of Colorado as a sub-recipient of WIOA funds for the Denver local area pursuant to an agreement with the State of Colorado Department of Labor and Employment in order to implement and coordinate WIOA activities with the City's Local Board in accordance with WIOA.

D. WIOA requires, among other things, certain partnering and collaboration activities to align WIOA with other federally funded workforce programs including without limitation certain elements of the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") related to the Temporary Assistance for Needy Families program ("TANF")(PRWORA/TANF-CFDA# 93.558).

E. In 2016, the City, through a competitive process, designated the Contractor as the One Stop Operator to implement a comprehensive one-stop system for workforce investment activities in the City and County of Denver including providing services at certain city owned or operated facilities.

F. The Mayor and the Local Board have determined to extend the Contractor's designation as the One Stop Operator for the term of this Agreement to ensure the continued operation workforce services and related activities in accordance or consistent with WIOA.

G. This Agreement, and its Exhibits, sets forth the conditions upon which the One-Stop Delivery System will be implemented in accordance with applicable laws.

The Parties therefore agree as follows:

Section 1 Definitions

1. **DEFINITIONS:** In addition to any other definitions contained elsewhere in this Agreement, the following definitions will apply to this Agreement and to exhibits referenced and attached hereto. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

- 1.1. "Agency" shall include a successor City agency or office designated to serve as the successor agency, office, or division to DWD.
- 1.2. "Arie P. Taylor Building" means the Arie P. Taylor Municipal Center located at 4685 Peoria Street, Denver, CO 80239.
- 1.3. "Castro Building" means the Richard T. Castro Building located on the DHS Federal Property at 1200 Federal Blvd., Denver, CO 80204.
- 1.4. "City Buildings" means the Arie P. Taylor Building and the Castro Building.
- 1.5. "City Law" shall include the Denver Charter, Denver Revised Municipal Code, executive orders, rules, regulations, policies and procedures prescribed by the City which govern funds which are or may after become obligated under this Agreement. City Law may include, but is not limited to, City laws set forth in Section 15 of this Agreement, as well as any and all amendments thereto which may currently or hereafter be in effect.
- 1.6. "City's Office Furniture" means new or used office cubicles, desks, chairs, file and storage cabinets, furniture, movable fixtures and other related personal property as set forth in more detail on **Exhibit I**. "City's Office Furniture" excludes computers, laptops, tablets, electronic devices, fax machines, and other related equipment.
- 1.7. "Contractor Personal Property" means every kind of business personal property provided by the Contractor to provide the Services in the Licensed Premises including without limitation furniture and equipment that is moveable without damage to itself or the DHS Premises.

- 1.8.** “Denver Properties Leasing Trust 2012C” means the owner and Landlord for the Arie P. Taylor Building.
- 1.9.** “Denver Public Facilities Leasing Trust 2005A” means the owner and Landlord for the Castro Building.
- 1.10.** “DHS” means the Denver Department of Human Services, a department of Denver.
- 1.11.** “DHS Director” means the Executive Director of DHS.
- 1.12.** “DHS Director of Facilities” means the DHS Director of Facilities who oversees and manages building management matters for the Castro Building.
- 1.13.** “DHS Premises” means the Castro Building.
- 1.14.** “DWD” means the Agency’s Division of Workforce Development.
- 1.15.** “DWD Director” means the Director of the Division of Workforce Development and includes any person designated by the City to serve as the successor to the DWD Director under a successor agency, office, or division to DWD.
- 1.16.** “Director of Real Estate” means the Director of Real Estate for the City who oversees matters related to the grant of the limited license for the Licensed Premises and the provision of City’s Office Furniture.
- 1.17.** “Director of Facilities Management” means the Director of Facilities Management of the Department of General Services who oversees and manages building management matters for the Arie P. Taylor Building.
- 1.18.** “DPLT 2012C Lease” means the Lease Purchase Agreement No. 2012C dated May 17, 2012 under which the City subleases from Denver Properties Leasing Trust 2012C certain real property and leasehold improvements including the Arie P. Taylor Building. (For cross-reference purposes, the DPLT 2012 Master Lease describes the Arie P. Taylor Building as the “Arie P. Taylor Building and Denver District 5 Police Station”).
- 1.19.** “DPFLT 200A Lease” means the Lease Purchase Agreement No. 2005A dated August 9, 2005 under which the City subleases from the Denver Public Facilities Leasing Trust 2005A certain real property and leasehold improvements located in the southeast corner of Federal Boulevard and West Holden Place in Denver, Colorado (the “DHS Federal Property”) including the Castro Building. (For cross-reference purposes, the DPFLT 2005 Master Lease describes the DHS Federal Property as the “Human Services Center Properties”).
- 1.20.** “Federal Funds” means an award or appropriation of monies from the Federal Government for purposes of administering the Program.

- 1.21. "Federal Government" shall include representatives of the agency, department or office of the United States of America which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of Federal Funds which are or may hereafter become obligated under this Agreement.
- 1.22. "Federal Law" shall include any laws of the United States of America which govern funds which are or may after become obligated under this Agreement. Federal Law may include, but is not limited to, federal laws set forth in Section 15 of this Agreement, as well as any and all amendments thereto which may currently or hereafter be in effect.
- 1.23. "Licensed Premises" means the office space located in the DHS Premises and the Arie P. Taylor Building that has been or will be made available to the Contractor to provide the Services during the Term as more particularly described and depicted on **Exhibit H**. Each such space by itself and together with the others is a "Licensed Premises".
- 1.24. "Local Board" has the meaning given to the term in 29 U.S.C. Sec. 3102 Sec. (33).
- 1.25. "One-Stop Operator" has the meaning given to the term in 29 U.S.C. Sec. 3102 Sec. (41).
- 1.26. "One-Stop Partner" has the meaning given to the term in 29 U.S.C. Sec. 3102 Sec. (42).
- 1.27. "Program" means any and all authorized activities necessary to establish and implement a One-Stop Delivery System under the Workforce Innovation and Opportunity Act, ("WIOA"), Public Law 113-129 (July 22, 2014), 29 U.S.C. 3101, et seq., (WIOA Adult CFDA NO. 17.258, WIOA Dislocated Worker CFDA NO. 17.260, WIOA Youth 17.259), which supersedes the Workforce Investment Act 1998, Public Law 105-220, as codified at, 29 U.S.C. § 2801, et seq., ("WIA") and the "Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996" (the "Act"), Public Law 104-193, as codified at 42 U.S.C. §601, et seq., (TANF-CFDA No. 93.558), as supplemented by the Colorado Works Program Act of 1997, as amended, C.R.S. § 26-2-701, et seq., ("CWPA"). **For purposes of implementing the Program, the Contractor is a Subrecipient.**
- 1.28. "State Government" includes representatives of the agency, department or office of the State of Colorado which is or may hereafter be empowered to promulgate, review or enforce rules governing the Program.
- 1.29. "State Law" includes any laws of the State of Colorado which govern funds which are or may become obligated under this Agreement. State Law includes, but is not limited to, the state laws set forth in Section 15 of this Agreement, as well as amendments thereto which may currently or hereafter be in effect.
- 1.30. "Subcontractor" means an entity that furnishes to the Contractor services, materials, equipment, or supplies (other than standard office supplies or printing services) pursuant to this Agreement and excludes a One-Stop Partner.

Section 2
Contract Documents

2. CONTRACT DOCUMENTS:

- 2.1. Order of Preference.** This Agreement consists of Sections 1 through 19, which precede the signature pages, and the following exhibits which are incorporated herein and made a part hereof by reference:

Exhibit A – Scope of Services
Exhibit B – Budget
Exhibit C – Financial Administration Terms and Conditions
Exhibit D – General Program Terms and Conditions
Exhibit E – Certificate of Insurance
Exhibit F – WIOA Immigration Verification Affidavit
Exhibit G – HIPPA/HITECH Business Associate Terms
Exhibit H – Use of City Facilities Terms and Conditions
Exhibit I – City’s Office Furniture
Exhibit J – Technology and Data Terms and Conditions

In the event of any conflicts between the provisions in this Agreement and the exhibits, the language of this Agreement controls. In the event of any conflicts between Exhibits A through and including J, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Exhibit A – Scope of Services
Exhibit B - Budget
Exhibit C (unless the City specifically notifies the Contractor in writing that a provision of Exhibit C prevails over this Agreement)
Exhibit D (unless the City specifically notifies the Contractor in writing that a provision of Exhibit D prevails over this Agreement)
Exhibit E – Certificate of Insurance
Exhibit F – WIOA Immigration Verification Affidavit
Exhibit G – HIPPA/HITECH Business Associate Terms
Exhibit H – Use of City Facilities Terms and Conditions
Exhibit I – City’s Office Furniture
Exhibit J – Technology and Data Terms and Conditions

- 2.2. Modifications to Exhibits.** The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form

by the City Attorney's office, and uploaded into the City electronic contract system by the Agency for access through the City Clerk. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase to the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by the Parties in the same manner as this Agreement.

Section 3 Coordination of Services

3. **COORDINATION AND LIAISON:** The Contractor will serve as the One-Stop Operator for the City and County of Denver during the Term. The Contractor will fully coordinate the Services with the City and the Local Board. The DWD Director or the DWD Director's designee, will serve as the liaison for City and Local Board for purposes of administering this Contract on a day-to-day basis.

Section 4 Services

4. **SERVICES:**

- 4.1. In addition to any and all obligations required by law or stated elsewhere in this Agreement, or on any Exhibits, and subject to the terms and conditions of this Agreement and at the direction of the DWD Director, the Contractor shall diligently undertake, perform, and complete all of the services for the Program, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A, the Contractor's Scope of Services (the "Services")**, to the City's satisfaction.
- 4.2. If, at any time during the Term, the City receives additional funds for its One-Stop delivery system and desires to provide such funds to the Contractor, the Parties may supplement the Services by modifying Exhibits A and B, in each instance, in accordance with the limitations and procedures in Section 2.2 above; the terms contained in Exhibits A describing the nature and scope of such supplemental services; and, the line budget line items contained in **Exhibit B**. No such modification to Exhibit A or B for supplemental services will result in or be binding on the City if it requires an increase to the Maximum Contract Amount. Any modification for supplemental services that requires an increase to the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by the Parties in the same manner as this Agreement.
- 4.3. The Contractor is ready, willing, and able to provide the Services.
- 4.4. 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.
- 4.5. Under this Agreement, the Contractor functions as a Sub-awardee.

- 4.6. Contractor is responsible for taking all actions reasonably necessary to ascertain the nature and location of the Services to be performed under this Agreement and to obtain sufficient knowledge of the general conditions that may affect the performance of the Services or the cost thereof. Any failure to take such actions or have such knowledge will not relieve Contractor from its responsibility to successfully responsibility to successfully performing the Services without additional cost to the City. No oral representation by any officer or employee of the City or the Local Board concerning the nature, location or general conditions relating to the Services 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.

Section 5 Compensation

5. COMPENSATION AND METHOD OF PAYMENT:

- 5.1. **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered, performance measures achieved, and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit A** contains reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.
- 5.2. **Reimbursable Expenses:** Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement.
- 5.3. **Invoices:**
- a) Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibit B**. Contractor's invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B**. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Contractor's invoices will set forth the methodology used to determine costs for services invoiced. The City will have the right to dispute, and withhold payment for, any invoice that does not contain a sufficient statement of Contractor's methodology used to determine costs for services invoiced.
 - b) Contractor must not allocate costs billed to this Agreement to another Federal award unless the City notifies the Contractor in writing that that the City has shifted costs that are allowable under two or more Federal awards in accordance

with existing Federal statutes, regulations, or the terms and conditions of an applicable Federal award. 2 C.F.R. §200.405(c).

- c) Each invoice requesting payment under this Agreement will contain the following certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award for the Program. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5.4. Maximum Contract Amount:

- a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Eight Hundred Thirty Thousand Dollars and Zero Cents (\$2,830,000.00)** (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.
- b) The City's payment obligation, whether direct or contingent, extends only to Federal Funds received and budgeted for the Program, 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 the 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.

- 5.5. Recovery of Incorrect Payments:** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or Program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits Contractor's obligation

to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable Federal Laws, State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

- 5.6. **Additional Program Conditions:** If additional conditions are lawfully imposed on the Program and the City by the federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Program, the City may withhold payment to the Contractor of any unearned funds. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.
- 5.7. **Federal Funds Contingency:** All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of Federal Funds for the purposes of the Program. In the event that Federal Funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the Federal Government or the State of Colorado, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibits A and B**, in accordance with Section 2.2 above, or it may terminate this Agreement.
- 5.8. **No Duplication of Funds for Same Services:** The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the DWD Director, all amounts received upon receipt.

Section 6

Term

6. **TERM:** The Agreement will commence on July 1, 2019, (the "Commencement Date") and will expire on June 30, 2020 (the "Expiration Date") (together, the "Term"). Subject to the DWD Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the DWD Director.

Section 7
Center Locations/Licensed Premises

7. CENTER LOCATIONS; LICENSE AND ACCEPTANCE OF PREMISES:

- 7.1. The Local Board has determined the Licensed Premises will serve as the comprehensive center locations for the Services.
- 7.2. Subject to any required consent of or by the City including its outside legal bond counsel, and subject to the terms and conditions of this Agreement and **Exhibit H**, the City grants to the Contractor a limited license and privilege to use the Licensed Premises during the Term. Any other consent, approval, construction, determination or agreement which may be required with respect to such limited license shall be made for the City by the DWD Director, unless another City official, including without limitation, the Director of Real Estate, the Director of Facilities Management, and the DHS Director of Facilities, is specifically given such authority by the Denver Charter, Revised Municipal Code, an Executive Order of the City and County of Denver, or otherwise by written designation of the Mayor for a particular provision of this Agreement and its Exhibits.
- 7.3. The license privileges under this Agreement are specific to Contractor and may not be transferred or assigned in any manner without the prior written approval of the City.
- 7.4. Contractor will not take any action or fail to take any action that cause the City breach or be in default under the DPFLT 2005A Lease or the DPLTC 2012C Lease. Contractor by its signature below acknowledges receipt of a copy of the DPFLT 2005A Lease and the DPLT 2012C Lease from the DWD Director. The Denver Properties Leasing Trust 2012C requires that the use of the Arie P. Taylor Building remain used as office space for providing government related services and that a copy of this limited License be provided to the 2012C Trustee. The Denver Public Facilities Leasing Trust 2005A requires approval of Special Counsel and requires a copy of this limited License be provided to the 2005A Trustee.
- 7.5. Contractor accepts the Licensed Premises in an "AS IS", "WHERE IS" condition, with all faults and defects. The City does not make and disclaims any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Licensed Premises.
- 7.6. The Licensed Premises shall, upon the Commencement Date, be vacant except for the City's Office Furniture.

Section 8
One-Stop Partners

- 8. ACCESS TO SERVICES; CO-LOCATION:** To the extent required or permitted by WIOA, the Contractor may, upon prior written approval of the DWD Director in each case, authorize a One-Stop Partner, who has executed an Agreement (also referred to in WIOA

as a "Memorandum of Understanding", 29 U.S.C. 3151(b) & (c)) with the City and the Local Board, to co-locate or otherwise provide access to the programs and activities carried out by the One-Stop Partner in the Licensed Premises. Contractor will monitor the activities of each such One-Stop Partner concerning the use of the Licensed Premises to ensure the One-Stop Partner fully complies with applicable terms and conditions of **Exhibit H** or any other requirements concerning the use of the Licenses Premises as specified in writing by the DWD Director.

Section 9

Opportunities for employment with Contractor

9. **EMPLOYMENT WITH FUNDS:** In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the City's Office of Economic Development in the workforce job system, www.connectingcolorado.com or other system as may be required. In addition, the Contractor has agreed to consider Agency employees who have applied for employment with Contractor for jobs or positions created with the use of the funds provided hereunder.

Section 10

Background Checks

10. **REQUIRED BACKGROUND CHECKS:** Contractor acknowledges that as the designated One Stop Operator it, and its officers and employees, are in a position of public trust in the performance of this Agreement and must operate in a manner that maintains the highest standards of honesty, integrity and public confidence.
 - 10.1. **Hiring and Employment Decisions; Volunteers:** In order to prevent unknowingly employing someone or retaining a volunteer who may present a high risk for impropriety, misconduct, malfeasance, or criminal conduct, the Contractor, its officers, employees, and Subcontractors, will complete comprehensive criminal background checks on all people working or volunteering for the Contractor in accordance with all applicable laws, rules, regulations, grant awards, funding agreements, manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the Federal Government, State Government, or the City and provided to the Contractor. Additional types of background checks may be required and/or permitted depending on the type of position and nature of the duties performed. These additional background checks may include: Employment History Verifications, Drug Testing, Education /Degree Verification, Motor Vehicle Record (MVR), Commercial Driver's License (CDL), Professional License and Certification, Finger Printing, Child Abuse/Neglect Registry, Medicare/Medicaid Fraud Database, Polygraph Examination (DOS), Credit History, and NCIC or CCID Clearance.
 - 10.2. **Services for Youth:** The City's Office of Economic Development's "Background Checks Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.

Section 11
Enforcement/Termination

11. ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT: The City has the following rights of enforcement and termination:

11.1. Enforcement Remedies: If the Contractor materially fails to comply with the terms of this Agreement; the terms of any other agreement between the City and the Contractor; or any Federal Law, State Law or City Law in performing under this Agreement, and fails to cure any such noncompliance within ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the noncompliance, or if Contractor experiences financial difficulties as evidenced by its admitting in writing its inability to pay debts generally as they become due; making an assignment of all or a substantial part of its property for the benefit of its creditors; an order from a court of competent jurisdiction that Contractor is bankrupt or should have a general assignment for the benefit of its creditors; by its seeking or consenting to or acquiescing in the appointment of a receiving or trustee for all or a substantial part of its property or of its interest in this Agreement or if a receiver should be otherwise appointed by order of the Court on account of Contractor's insolvency which order has not been vacated, set aside or stayed within thirty (30) days from the date of entry appointing a receiver or trustee for all or a substantial part of its property the City may take one or more of the following enforcement actions:

- a) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;
- b) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;
- c) Disallow or deny all or part of the cost of the activity or action not in compliance;
- d) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;
- e) Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds;

- f) Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;
- g) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;
- h) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or
- i) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City; or
- j) Take other remedies that may be legally available.

11.2. Termination due to Changes in Program – PROWRA: If the Colorado Works Program Memorandum of Understanding executed by the City and the State of Colorado or any subsequent such Memorandum of Understanding is terminated for any reason, the total amount of compensation to be paid to the Contractor under this Agreement shall be reduced effective as of the date of termination of such Memorandum of Understanding and the Parties will revise **Exhibits A and B**, in accordance with Section 2.2 above accordingly.

11.3. Termination due to Criminal Offenses: 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, kickbacks, 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.

11.4. Termination for Convenience: The City has the right to terminate the Agreement without cause upon twenty (20) days prior written notice to the Contractor. However, nothing in this Section shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the DWD Director.

11.5. Termination for Delinquent Loans, Contract Obligations, and Taxes: Further, the City may also suspend or terminate this Contract, in whole or in part, if Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws,

regulations, or Contract terms, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

- 11.6. **Termination by Contractor:** Contractor may terminate this Agreement, upon written notice to the DWD Director if the City materially breaches this Agreement and fails to cure such breach within ninety (90) days (or within such longer period as agreed upon by the Parties in writing) following receipt of written notice thereof from the Contractor.
- 11.7. **Payment upon Termination:** Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for work duly requested and satisfactorily performed or services satisfactorily provided as described in the Agreement.
- 11.8. **Return of Materials and Equipment:** 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".

Section 12

Examination of Records/Audits

12. EXAMINATION OF RECORDS:

- 12.1. Any authorized representative of the City, including the City Auditor or his or her representative, the State of Colorado, or the federal government will have the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of seven (7) years after the final payment under the Agreement or expiration of the applicable statute of limitations whichever is longer. This right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.
- 12.2. The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

- 12.3. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements.
- 12.4. In addition to the requirements contained in **Exhibit C** concerning Audits, Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with generally accepted accounting principles (GAAP). Contractor will complete and deliver a copy of its audit report as directed by the DWD Director. Contractor's agreements with Subcontractors will contain a clause stating that the Subcontractor is subject to the Audit Requirements of this Agreement or as may be imposed by Federal, State and City Law. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit.
- 12.5. If, as a result of any audit relating to the fiscal performance of Contractor or Subcontractor under this Agreement, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City in writing and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty (30) calendar days prior to the Expiration Date or effective date of earlier termination, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from the Expiration Date or effective date of earlier termination. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible federal official.

Section 13

Insurance

13. INSURANCE:

- 13.1. **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 two (2) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring

notification to the City in the event any of the required policies be canceled 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. 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, such information will be stated on the Contractor's certificate of insurance. 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.

- 13.2. 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 coverage required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, 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. In the event of a claim, the City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- 13.3. Additional Insureds:** For Commercial General Liability, Auto Liability Contractor and subcontractor's insurer(s) shall name the State of Colorado and the City and County of Denver, and the City's elected and appointed officials, employees and volunteers as additional insured. For Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 13.4. Waiver of Subrogation:** For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 13.5. 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.

- 13.6. **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.
- 13.7. **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.
- 13.8. **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.
- 13.9. **Professional Liability (Errors & Omissions):** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.
- 13.10. **Cyber Liability:** If the Contractor supplies software under the Agreement, it shall maintain Cyber Liability coverage with limits of \$1,000,000 per claim and \$1,000,000 policy aggregate covering liability claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.
- 13.11. **Commercial Crime including Client Coverage:** Contractor shall maintain \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by Contractor's employees. Policy shall include Client Coverage. The City and County of Denver shall be named as Loss Payee as their interests may appear.

13.12. Property Insurance: Contractor shall maintain All-Risk Form Property Insurance on a replacement cost basis. The City and County of Denver shall be named Loss Payee as its interest may appear.

13.13. Additional Provisions:

- a) For Commercial General Liability, the policies must provide the following:
 - i. That this Agreement is an Insured Contract under the policy;
 - ii. Defense costs are outside the limits of liability;
 - iii. A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
 - iv. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - v. Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted
- b) For claims-made coverage:
 - i. The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At its 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.

Section 14
Defense and Indemnification

14. DEFENSE AND INDEMNIFICATION:

- 14.1.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees ("Denver's Indemnitees") 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 this Agreement or the Services ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City and Denver's Indemnitees for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

- 14.2. Contractor's duty to defend and indemnify the City and Denver's Indemnitees, will arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City and Denver's Indemnitees will arise even if the City or a Denver Indemnatee is the only party sued by claimant or claimant alleges that the City's or Denver's Indemnitees' negligence or willful misconduct was the sole cause of claimant's damages.
- 14.3. Contractor will defend any and all Claims which may be brought or threatened against the City or Denver's Indemnitees and will pay on behalf of the City any expenses incurred by reason of such Claims including, without limitation, court costs and attorney's fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City or Denver's Indemnitees will be in addition to any other legal remedies available to the City or Denver's Indemnitees and will not be considered the City's or Denver's Indemnitees' exclusive remedy.
- 14.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 14.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

Section 15

Compliance with Laws

15. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall perform or cause to be performed all Services in strict compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver, as amended from time to time, whether or not specifically referenced herein. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws. In particular, and not by way of limitation, the Services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional requirements:

- 15.1. **WIOA:** The Workforce Innovation and Opportunity Act, (“WIOA”), Public Law 113-129 (enacted July 22, 2014 and effective July 1, 2015), 29 U.S.C. 3101, *et seq.*, which supersedes the Workforce Investment Act (WIA) and amends the Adult Education and Family Literacy Act; the Wagner-Peyser Act of 1933, as amended; and the Rehabilitation Act of 1973;
- 15.2. **WIOA Program Laws/Rules:** Any and all applicable federal, state, or City rules and regulations relevant to the administration of the WIOA program including but not limited to, 20 C.F.R. Parts 603, 651, 652, 660, 675, 676, 677, 678, 679, 681, and 683; 29 CFR Parts 31, 32, 33, 35, 38, 95, 96, 97, and 99; and 34 C.F.R. Part 361, 363, 367, 369, 370, 397, 461, 462, and 463;
- 15.3. **WIOA Guidance:** United States Department of Labor-Employment and Training Administration (USDOL-ETA) Training and Employment Guidance Letters (TEGLs) issued under the authority of the Workforce Innovation and Opportunity Act of 2014 (WIOA) for the Adult, Youth, Dislocated Worker, Wagner Peyser Employment Service, and other core partner programs concerning guidance on operations, services, and program requirements. <http://wdr.doleta.gov/directives/>;
- 15.4. **OMB:** All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation United States Department of Labor (USDOL), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al., and Part 2900 et al.;
- 15.5. **COLORADO EMPLOYMENT FIRST:** Colorado Revised Statutes (C.R.S.) 8-77-109, Establishment of the Employment Support Fund (ESF) for use by the Colorado Department of Labor and Employment - Division of Employment and Training and C.R.S. 8-83-101, et seq., Workforce Development Part 1 Division of Employment and Training; and C.R.S. 8-83-104 State Employment Service;
- 15.6. **TANF/PRWORA:** The Temporary Assistance for Needy Families (TANF) program, a program created by the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, 42 U.S.C. 601 *et seq.*, (PRWORA/TANF-CFDA# 93.558), as may be amended from time to time;
- 15.7. **COLORADO WORKS:** The Colorado Works Program Act of 1997, as amended, C.R.S. § 26-2-701, et seq., (“CWPA”);
- 15.8. **COLORADO WORKS MOU:** The applicable terms and conditions of the Colorado Works Program Act Memorandum of Understanding, or any subsequent Memorandum of Understanding between the City and the State of Colorado, and as the same may be executed or amended from time to time;
- 15.9. **TANF Program Laws/Rules:** Any and all federal, state, or City rules and regulations promulgated pursuant to PRORWA/TANF and the Colorado Works Program Act including but not limited to 45 C.F.R. 260, 45 C.F.R. 261, 9 C.C.R. 2503-6 (Volume 3), and 11 C.C.R. 2508-01 (Volume 5);

- 15.10. Other Guidance, instructions, directives:** All manuals, policies, procedures, informational memoranda, guidance, instructions, directives, or other written documentation issued by the federal government, State of Colorado, or the City and provided to the Contractor concerning Contractor's performance under this Agreement;
- 15.11. Exhibits:** The terms and conditions contained in **Exhibits C and D** and all other Exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of services under this Agreement;
- 15.12. Federal or State Grants:** Any and all Grant Awards, Contracts, or other Agreements governing this Agreement;
- 15.13. Requests for Proposals:** Any and all Requests for Proposals, or portions thereof, issued by the City in connection with the Services to be provided under this Agreement, as designated by the DWD Director;
- 15.14. Pass-Through of City Obligations Pursuant to The Applicant Verification Statute:**
- a) This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as hereafter amended (together the "Applicant Verification Statute"). Compliance by the Contractor is expressly made a contractual condition of this Agreement.
 - b) The Contractor shall verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the "Applicant"), who applies for Federal, State or Local Public Benefits ("Benefits") conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. The Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto as **Exhibit F** and incorporated herein by this reference. The Contractor shall maintain copies of each Applicant's identification documentation and affidavit, and shall make such copies available to the City upon request;
- 15.15. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. In order to satisfy this requirement, the Contractor agrees to provide a written "Grievance Policy" as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Contractor agrees that a formal "Grievance Policy" will be adopted by its governing body and submitted to the DWD Director for approval at the DWD Director's discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement;

15.16. Debarment: The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the DWD Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

15.17. Prohibited Transactions:

- a) **Interest of Contractor:** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed;
- b) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement;
- c) **Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this Section shall be null and void. This Section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party;
- d) **No Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any

persons to polling places or to provide any other services in connection with elections;

- 15.18. **Byrd Anti-Lobbying:** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency 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, 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. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;
- 15.19. **Mandatory Disclosures:** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 C.F.R. §200.338;
- 15.20. **The Deficit Reduction Act of 2005:** 109 P.L. 171;
- 15.21. **FFATA:** The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations;
- 15.22. **The Clean Air and Federal Water Pollution Control Act:** 42 U.S.C. 7606 (Section 306) and 33 U.S.C. 1368 (Section 508), Executive Order 11738, and other applicable Environmental Protection Agency (EPA) regulations. Contractor understands that all violations shall be reported to the Federal awarding agency, the Regional Office of the EPA, and the City;
- 15.23. **The Energy Policy and Conservation Act:** (Pub. L. 94-163, 89 Stat. 871) concerning energy efficiency and conservation plans;
- 15.24. **Non-Discrimination and Equal Employment Opportunity (Federal requirements):**
- a) In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with Section 188 of the Workforce Innovation and Opportunity Act, 29 CFR Part 38, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Sections 504 and 508 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Title II Subpart A of the Americans with Disabilities Act of 1990, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations, as may be amended from time to time. Contractor agrees not discriminate against any employee or applicant for

employment because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries, applicants, and participants only, citizenship status, or race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

- b) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.
- c) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.
- d) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

15.25. No Discrimination in WIOA Programs and Activities (federal requirements): The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination on the basis of race, color, religion, sex, national origin, age, and political affiliation and belief, and, for beneficiaries, applicants, and participants only, citizenship and participation in any WIOA Title I-financially assisted program or activity. In particular, and not by way of limitation, Contractor will comply with Section 188 of the Workforce Innovation and Opportunity Act, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity. Further, Contractor will comply with 29 CFR Part 38, Title VI of the Civil Rights Act of 1964 (Title VI), Sections 504 and 508 of the Rehabilitation Act of 1973 (Section 504 and Section 508), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the

Immigration Reform and Control Act of 1986 (IRCA), the Equal Pay Act (EPA), and all other nondiscrimination statutes, laws, and regulations, as may be amended from time to time. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this subarticle. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance.

15.26. The Contractor will comply with applicable federal, state, and local laws, rules, regulations, and executive orders that prohibit discrimination in programs, and activities funded by this Agreement, including, without limitation, discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity) national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status, or participation in a WIOA Title I financially assisted program or activity (Section 188 of WIOA, 29 U.S.C. 3248; 29 C.F.R. Part 38). Contractor's compliance will include performing any additional obligations to comply with Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. Contractor shall not charge or require LEP persons to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement;

15.27. No Discrimination in Employment (City Executive Order No. 8): In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression,

marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

15.28. No Employment of Illegal Aliens to perform work under the Agreement: 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"). The Contractor certifies that:

- a) 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.
- b) 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 that otherwise requires the Contractor 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 will also then 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.

Section 16

Intellectual Property

16. INTELLECTUAL PROPERTY RIGHTS:

16.1. Ownership: Except where the City has agreed in writing to accept a license or where expressly prohibited by federal law, the City and the Contractor intend that any and all copyright, trademark, servicemark, trade secret, patent, patent applications, or other intellectual property or proprietary rights, both registered and unregistered, whether existing now or in the future ("Intellectual Property") in and to the Services, any other affiliated services supplied by the Contractor, directly or indirectly, and any creative works, inventions, discoveries, know-how, social media accounts, websites, domain names, and mobile applications, and any improvements to and derivative works of any of the foregoing, created, purchased, licensed, used, or supplied by the Contractor, a Subcontractor, or a third party contractor in connection with the Services are the sole property of the City.

16.2. Copyrightable Intellectual Property:

- a) The City and Contractor intend that Intellectual Property includes without limitation any and all records, case files, databases, materials, information, text, logos, websites, mobile applications, domain names, templates, forms, documents, videos, podcasts, newsletters, e-mail blasts, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, multimedia or audiovisual materials, negatives, specifications, software, data, products, ideas, inventions, templates, know-how, studies, reports, and any other work or recorded information created, purchased, licensed, used, or supplied by the Contractor, or any of its Subcontractors or other third party contractors, in connection with the services provided under this Agreement, in preliminary or final forms, in paper or electronic format, and on any media whatsoever (collectively, "Materials"). The Contractor shall not use, willingly allow another to use, or cause any Materials to be used for any purpose other than for the performance of the Contractor's duties and obligations under this Contract without the prior, express written consent of the City. To the extent permitted by the U.S.

Copyright Act, 17 U.S.C. §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 hereby sells, assigns and transfers all rights, 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 copyright, patent, trademark and other intellectual property rights in perpetuity.

- b) Contractor shall not create, purchase, license, supply or use any logos, software programs, software as a service, websites, mobile applications, domain names, social media accounts, or third party software, social media, applications or websites in connection with the Services or any other affiliated services supplied by the Contractor unless the program, product or service, in each case, is specifically identified as an expense on **Exhibit B** or Contractor has obtained the DWD Director’s prior written permission to create, purchase, license, supply or use the program, product or service and otherwise complied with all requirements of the City concerning said matter. The Contractor shall maintain and keep current an inventory, in such format as designated by the DWD Director, of all such approved Materials. Contractor will submit a copy of the most current version of the Materials inventory with Contractor’s periodic request for payment. The City will have final decision-making authority to determine and/or edit the final content, design, layout, format, and “look and feel” of any such Materials. The Contractor will ensure that all Materials, or any portion or version thereof, do not, directly or indirectly, in whole or in part, infringe upon any third party’s copyright, trademark, patent, or other intellectual property rights, title or interests.

16.3. Patentable Intellectual Property: The City and Contractor intend that Intellectual Property includes any and all software that is excluded from copyright materials as well as any improvement, invention, discovery, know-how, business method, or other invention which is or may be patentable or otherwise protectable under the laws of the United States (whether or not produced in the United States) conceived or first actually reduced to practice in the performance of work under this contract by the Contractor, or any of its third party contractors, in connection with the services provided under the Agreement. The Contractor shall immediately notify the DWD Director in writing of any such patentable Intellectual Property and provide the DWD Director with a complete written report describing in detail each specific software, know-how, method, invention, improvement or discovery.

16.4. Third Party Products, Materials and Processes: Contractor represents and warrants that the Services, and any other affiliated services supplied by Contractor in connection with this Agreement, will not infringe upon or violate the City’s Intellectual Property, any other rights held by the City to any intellectual property, or the intellectual property or proprietary rights of any third party. If the Contractor employs any third-party product, design, device, material or process covered by letter of patent or copyright, it

shall provide for such use by suitable legal agreement with the third party patentee or copyright owner. The Contractor shall defend, indemnify, and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of services. Where the Services, or any other affiliated services provided by Contractor, contain false, offensive, or disparaging content or portray the City, its appointed and elected officials, agents and employees, or any third party in a disparaging way, either as solely determined by the City or the third party, as appropriate, Contractor will immediately remove the false, offensive, or disparaging content. If Contractor fails to do so, the City will have the right, at the City's sole election, to immediately enforce any remedies available to it under this Agreement or applicable laws. The requirements and obligations contained in the preceding sentences of this Section 16.4 will not apply to a specific third party patented device, material or processes that the DWD Director has directed, in writing, the Contractor to use.

- 16.5. Federal License:** Contractor acknowledges that pursuant to Federal Law, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.
- 16.6. Restrictions on Other City Intellectual Property:** The Contractor will not use, reproduce, transmit, copy, distribute, alter, modify, register, or incorporate any registered or unregistered trademark or servicemark, logo, seal, flag, official insignia, name, icon, copyright, patent, or domain name of the Agency or the City without, in each case, the prior written permission of the DWD Director and the City's Director of Marketing, or their designated representatives. Upon receipt of such permission, the Contractor shall fully coordinate all logo use with the City's Director of Marketing or, if and as directed, with a designated employee of the Agency.
- 16.7. Contractor's Pre-existing Intellectual Property:** Notwithstanding the language in Section 16.1, as between the Parties, Contractor shall retain all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights in any and all pre-existing tools, routines, programs, designs, technology, ideas know-how, processes, formulas, techniques, improvements, inventions and works of authorship which were made, developed, conceived or reduced to practice by Contractor prior to the commencement of work under this Agreement and which have general applicability apart from the Services and any derivative works thereof (collectively, the "**Contractor's Pre-existing Intellectual Property**"). Contractor will within thirty (30) days from the Commencement Date, disclose to the DWD Director in writing all such Contractor's Pre-existing Intellectual Property including without limitation pre-existing Contractor owned source code or object code. Contractor hereby grants the City perpetual, non-exclusive, non-transferable license to use all Contractor's Pre-existing Intellectual Property that is incorporated into the Services.

Section 17
Data; Personal Information; Protection

17. PERSONAL INFORMATION; DATA PROTECTION; PROTECTED HEALTH INFORMATION:

17.1. "Data Protection Laws" means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below in Section 17.2); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all City Data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

17.2. "Personal Information" means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

17.3. Compliance with Law and Regulation: Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

17.4. Software Programs: Contractor will use the software programs designated or otherwise approved by the City to collect, use, process, store, or generate all data and

information, without or without Personal Information, in connection with the Services, or any other affiliated services provided by Contractor. Contractor will fully comply with any and all requirements and conditions associated with the use of such software programs as designated from time to time by the City, the State Government, or the Federal Government including without limitation the terms and conditions contained in **Exhibit J**.

- 17.5. Security of Personal Information and Access to Software Programs:** In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. The Contractor shall submit to the DWD Director, within fifteen (15) days of the DWD Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.
- 17.6. Confidentiality; No Ownership by Contractor:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated in connection with the Services will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the Services. Contractor has an obligation to immediately alert the City if Contractor's security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.
- 17.7. Contractor Use of Personal Information:** Contractor will: (i) keep and maintain Personal Information in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's own purposes or for the benefit of anyone other than the City, the State Government, or the Federal Government without the prior written consent of the City and the person to whom the Personal

Information pertains; and (iv) not engage in “data mining” of Personal Information except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

17.8. Protected Health Information: The Contractor will comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all protected health information and all requirements contained in **Exhibit G**. Contractor shall submit to the DWD Director, within fifteen (15) days of the DWD Director’s written request thereof, copies of Contractor’s policies and procedures to maintain the confidentiality of protected health information to which the Contractor has access.

17.9. Employees and Subcontractors: Contractor will ensure that, prior to being granted access to Personal Information, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information or Confidential Information shall have access to any information provided to Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its Contractor Staff of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Personal Information or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information or Confidential Information disclosed and reasonably designed to protect Personal Information or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

17.10. Loss of Personal Information: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information, Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual’s sole election: (A) notify the affected individuals in accordance

with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

17.11. Data Retention and Destruction: Upon termination of the Agreement, Contractor will immediately preserve the state of the Personal Information at the time of the request and comply with procedures provided by the Agency concerning data destruction or disposal. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

17.12. No Other Databases: Except as expressly approved in advance by the City, Contractor will not establish or maintain separate databases containing Personal Information to provide the services under the Agreement. This Section will survive the termination of this Agreement.

17.13. Data Transfer Upon Termination: Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information, or access to all Personal Information, is securely transferred to City, or a party designated by City, within thirty (30) calendar days. At the City's request, Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or

that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City. This Section will survive the termination of this Agreement.

Section 18

City Confidential Information/Open Records

18. CONFIDENTIAL INFORMATION; OPEN RECORDS:

18.1. City Proprietary and Confidential Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data") or (2) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data and Third Party Proprietary Data shall be referred to collectively as "City Confidential Information". "Confidential Information" shall include 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. Contractor agrees that disclosure of City Confidential Information may be damaging to the City or third parties. Contractor agrees that all City Confidential Information provided or otherwise disclosed by the City to Contractor will be held in confidence and used only in the performance of its obligations under this Agreement. Contractor will exercise the same standard of care to protect City Confidential Information as a reasonably prudent contractor would to protect its own proprietary or confidential data. For purposes of this Section 18, City Confidential Information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act or Denver ordinance, and provided or made available to Contractor by the City. City Confidential Information may be in hardcopy, printed, digital, electronic, or other format.

18.2. Use and Protection of Proprietary Information and Confidential Information:

- a) Except as expressly provided by the terms of this Agreement, Contractor agrees that it will not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available City Confidential Information or any part thereof to any other person, party, or entity in any form of media for any purpose other than performing its obligations under this Agreement.

Contractor further acknowledges that by providing City Confidential Information, the City is not granting to Contractor any right or license to use such information except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, City Confidential Information without written authorization from the City and will immediately notify the City if any City Confidential Information is requested from Contractor from a third party.

- b) Contractor agrees, with respect to City Confidential Information, that: (A) Contractor will not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the City; (B) Contractor will retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (C) Contractor will, upon the expiration or earlier termination of this Agreement, at the City's election, either destroy (and, in writing, certify destruction) or return all such data or work products incorporating City Confidential Information to the City.
- c) Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, the City. It is the responsibility of Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for the services to be provided under this Agreement, City Confidential Information. This includes, without limitation, industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.
- d) Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement will survive the expiration or earlier termination of this Agreement. Contractor will not disclose proprietary information or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- e) If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by Contractor concerning Contractor's Confidential Information. However, Contractor understands that all the material provided or produced by Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. In the event of a request to the City for disclosure of such information, the City will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. 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 Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section 18.2(e) including, without limitation, prompt reimbursement to the City of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

Section 19

Additional Provisions

19. ADDITIONAL PROVISIONS:

- 19.1. Reasonableness of Consent or Approval:** Whenever under this Agreement the term "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.
- 19.2. Force Majeure:** performance of this Agreement may be delayed and/or suspended by any act of God, war, civil disorder, terrorist acts, employment strike, hazardous or harmful condition, or other cause beyond the control of either party (Force Majeure Event). Contractor shall use any means available to provide City with notice of any Force Majeure Event, and at its earliest possible opportunity. Neither Party shall be held liable for any default, damages and/or breach of agreement should the performance of this Agreement be delayed and/or suspended due to any Force Majeure Event. In the event performance of this Agreement is delayed and/or suspended due to Force Majeure Event, performance shall resume only upon the mutual assent of the Parties that the Force Majeure Event has subsided. Should the performance of the Agreement be suspended or delayed as the result of a Force Majeure Event, the Parties hereby agree that this Agreement shall be extended by the amount of time the performance is suspended or delayed.
- 19.3. 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.
- 19.4. 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 full authorization 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.

- 19.5. 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 in the following provisions 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: Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19.1, 19.2, and 19.6-19.26.
- 19.6. 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:

President and CEO
ARBOR E&T, LLC, dba ResCare Workforce Services
805 North Whittington Parkway
Louisville, KY 40222

With a copy of any such notice to:

General Counsel
Office of General Counsel
ARBOR E&T, LLC, dba ResCare Workforce Services
805 North Whittington Parkway
Louisville, KY 40222

If to the City at:

DWD Director of Workforce Development or Designee
Office of Economic Development
City and County of Denver
201 West Colfax Avenue, Dept. 1011
Denver, CO 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.

- 19.7. **Disputes:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the DWD Director as defined in this Agreement.
- 19.8. **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.
- 19.9. **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 the Agreement or any provisions thereof were prepared by a particular party.
- 19.10. **When Rights and Remedies Not Waived:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
- 19.11. **Taxes, Late Charges, and Permits:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.
- 19.12. **Assignment and Subcontracting:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the DWD Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and, in addition to those found Section 11, shall be cause for termination of this Agreement by the City. The DWD Director 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.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the DWD Director for the DWD Director's review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

19.13. 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.

19.14. 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 including without limitation One-Stop Partners authorized to co-locate with Contractor in the Licensed Premises. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

19.15. No Authority to Bind City to Contracts: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

19.16. 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.

19.17. 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; and the Contractor shall not hire, or contract for services with, any employee or officer of the City 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 which 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 or other relationship, in conflict with those of the City. During the Term, the Contractor shall disclose promptly any potential conflicts of interest that arise from its activities and relationships with training or other service providers. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

19.18. Advertising and Public Disclosure:

- a) **Approval Required:** 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 DWD Director. 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 DWD Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- b) **Acknowledgment of Funding:** In accordance with applicable federal or state requirements, the Contractor shall prominently insert the following acknowledgement (or substantially similar acknowledgement) in all allowable advertising, public relations items, or informational materials, including without limitation, signs, media releases, promotional items, giveaways, and public announcements: "The activities, services, programs, and materials are made possible by support from the Office of Economic Development, Workforce Development of the City of and County of Denver through funding from the Workforce Innovation and Opportunity Act."

19.19. City Execution of Agreement: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

19.20. 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. 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. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

- 19.21. Use, Possession or Sale of Alcohol or Drugs:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto 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 the City barring the Contractor from City facilities or participating in City operations.
- 19.22. Time is of the Essence:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 19.23. Tobacco Products and Smoking Policy:** There shall be no sale or advertising of tobacco products on the Licensed Premises, the City Buildings, or other facilities owned or operated or controlled by Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in City facilities. The Contractor and its officers, agents and employees will fully comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor City Buildings and facilities.
- 19.24. Litigation Costs and Attorneys' Fees:** In the event of any litigation or other action between the City and the Contractor to enforce any provision of this Agreement or otherwise with respect to the subject matter hereof, each party shall bear all of its own costs and expenses, including attorneys' fees.
- 19.25. Notice of Pending Litigation:** The Contractor will notify the City in writing within five (5) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor and will provide copies of all such documents provided to or served upon the Contractor.
- 19.26. 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 hereunder, 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 Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

End.

Signature pages and Exhibits follow this page.

Contract Control Number: OEDEV-201948957-00

Contractor Name: ARBOR E T LLC

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: OEDEV-201948957-00

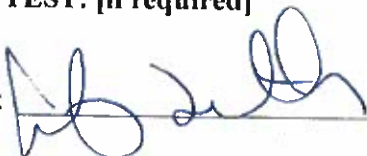
Contractor Name: ARBOR E T LLC

By: _____

Name: Mark Douglass
(please print)_____

Title: President
(please print)_____

ATTEST: [if required]

By: _____

Name: Jennifer Smith
(please print)_____

Title: Executive Administrator
(please print)_____



SCOPE OF SERVICES

One-Stop Operator and Comprehensive Services Service Provider
City and County of Denver Office of Economic Development (OED), currently operating as
Denver Economic Development & Opportunity (DEDO)
Denver Workforce Services
and Arbor E&T, LLC dba ResCare Workforce Services
Workforce Innovation and Opportunity Act (WIOA)
July 1, 2019 through June 30, 2020

Federal Award ID (FAIN) #:	AA-26769-15-55-A-8
Federal Award Date:	TBD
Federal Awarding Agency:	U.S. Department of Labor / ETA Division of Federal Assistance 200 Constitution Avenue NW-Room N-4716 Washington DC 20210
Pass-Through Entity:	City & County of Denver Office of Economic Development (OED), currently operating as Denver Economic Development & Opportunity (DEDO) 101 W. Colfax Ave., Suite 850 Denver CO 80202
Awarding Official:	State of Colorado – Division of Employment & Training 633 17 th Street, 7 th Floor, Denver CO 80202-3627
DUNS #:	037547882

1.0 INTRODUCTION

- 1.1 This Scope of Service outlines Program, Administrative, and other requirements that must be satisfied by Arbor E&T, LLC dba ResCare Workforce Services, the One Stop Operator (the "Operator") and Service Provider (the "Service Provider") receiving funds from the City and County of Denver Office of Economic Development (OED), currently operating as Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (OED/DEDO-DWS) to operate programs as prescribed by the Workforce Innovation and Opportunity Act (WIOA) and Denver Department of Human Services (DDHS). The funds will ensure Denver County workforce services to be provided within the identified locations; Richard T. Castro located at 1200 Federal Blvd. and Arie P. Taylor located at 4685 Peoria Street.
- 1.2 As policies and/or procedures are revised or updated, OED/DEDO-DWS will release formal instructions and policy letters or procedures wherever they differ from this Scope of Service which will be understood to replace those elements of this Scope of Service with which they differ. Any future policy letters or procedures that are released are to be considered addenda to this Scope of Service and therefore part of the agency's contract with the Operator as they are updated or revised.
- 1.3 The Service Provider shall be prepared to expand or reduce the delivery of services to businesses and job seekers if reductions and/or changes in project services or scale are required due to actual funding allocations throughout the contract's term.

1.4 For the purposes of this agreement, this One-Stop Operator/ WIOA Service Provider is considered a "Sub-recipient" and the following reference from the Uniform Guidance Circular is applicable:

1. *The non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.*
2. *Sub-award means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. §2 CFR Section 200.92*

1.5 Characteristics that support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

1.6 Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award. 2CFR §200.22

1.7 Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and
5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirement may apply for other reasons. 2CFR §200.330

1.8 The Service Provider will adhere to the WIOA outcomes as listed in the chart below:

PY19 Estimated WIOA Adult and Dislocated Worker Enrollments							
	Estimated Carry-In	Q1	Q2	Q3	Q4	Subtotal New Enrollments	Total
Adult	158	50	124	209	247	247	405
DW	75	10	25	43	50	50	125

	Estimated Carry-In	Q4 Oct-Dec 2019	Q1 Jan- Mar 2020	Q2 Apr- June 2020	Subtotal New Enrollments	Total
Lives Empowered	70	70	70	40	180	250

The enrollment numbers listed above are estimates; final numbers will be determined by September 30, 2019. Any modification to these performance measure projections will be initiated by October 31, 2019. Quarterly benchmark numbers are cumulative.

WIOA Adult					
Contract Year 2019 Measure	PY19 Goal	Q1	Q2	Q3	Q4
Training Placements (ITA)	55	11	28	46	55
Registered Apprenticeships	40	8	26	33	40
Work Based Learning (OJT & WE)	55	11	28	46	55
Entered Employment (Real-time UN)	150	30	75	128	150

WIOA Dislocated Worker					
Contract Year 2019 Measure	PY19 Goal	Q1	Q2	Q3	Q4
Training Placements (WBL & ITA)	12	2	6	10	12
Registered Apprenticeships	10	2	5	9	10
On the Job Training (OJT & WE)	11	2	6	9	11
Entered Employment (Real-time UN)	50	10	25	43	50

Lives Empowered					
Contract Year 2019 Measure	PY19 Goal	Q1	Q2	Q3	Q4
Training Placements (WBL)	75	19	38	57	75
Training Completion (80%)	60	15	30	45	60

2.0 AMERICAN JOB CENTER (AJC)/ONE-STOP OPERATOR & SERVICE PROVIDER ROLES AND RESPONSIBILITIES

2.1 Responsibilities and Requirements for Sub-recipient Financial Monitoring

2.1.1 Federal guidelines require that all recipients of federal funds authorized under the Workforce Innovation and Opportunity Act (WIOA) be subject to financial monitoring to ensure that adequate financial controls are in place. When certain criteria are met, the contracted party is considered a "sub-recipient" and must comply with all WIOA federal and state laws, rules and regulations that the LWDA is subject to (2 CFR §200.330).

2.1.2 The sub-recipient is responsible for oversight of the operations of the Federal award supported activities. The sub-recipient must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the sub-recipient must cover each program, function or activity.

2.1.3 The sub-recipient will be monitored by OED/DEDO-DWS to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that the sub-award performance goals are achieved. At a minimum, the sub-recipient monitoring shall include:

1. Reviewing financial and performance reports required by the pass-through entity.
2. Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
3. Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient from the pass-through entity as required by §200.521 Management decision.

3.0 RELATIONSHIPS

3.1 Relationship with the OED/DEDO-DWS

- 3.1.1 In order to ensure the best possible performance of the Denver Workforce system in Denver County, and to derive a maximum return on public investment, the OED/DEDO-DWS intends to support the Operator and Service Provider by providing certain services and supports. The OED/DEDO-DWS shall provide the Operator and Service Provider with the following:
- a. Orientation to federal, state and local WIOA policies and procedures;
 - b. Ongoing training on the Connecting Colorado data collection procedures as needed;
 - c. Training regarding Office of Economic Development policies/procedures related to WIOA as determined necessary by DEDO and/or requested by sub-recipient
 - d. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;
 - e. Support from OED/DEDO-DWS Business Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training and other services as deemed necessary.
 - f. Labor market information (LMI);
 - g. Support from OED/DEDO-DWS Education services team including Career Pathways Information and workshops, information and evaluation of training program providers, and assistance with the Eligible Training Provider list.
 - h. Ongoing responsive support; and
 - i. Opportunities to share successful practices and discuss issues with other WIOA contracted service providers and partners.
 - j. The Sub-recipient shall be required to participate in technical assistance and training as designated by OED/DEDO-DWS throughout the term of this contract.

3.2 Relationship with Required Partners and Denver Workforce Integration Network(DWIN)

- 3.2.1 The Operator shall work in collaboration with OED/DEDO-DWS to coordinate the delivery of workforce services among the various mandated partner agencies and designated service providers; including the Service Provider, in order to support the integration of partners into one cohesive system.
- 3.2.2 To achieve the goal of seamless service delivery to all job seekers and businesses, the Operator shall coordinate the following workforce system activities:
- a. Programs under Title I of WIOA including Adults, Dislocated Workers, Youth, Job Corp, YouthBuild, Native American programs and migrant and seasonal farmworker programs;
 - b. Employment services under Wagner Peyser Act;
 - c. Adult education and literacy services under Title II of WIOA;
 - d. Vocational Rehabilitation program authorized under Title I of the

- Rehabilitation Act of 1973;
- e. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965;
 - f. Career and Technical Education Programs at the post-secondary level authorized under the Carl Perkins Career and Technical Education Act of 2006;
 - g. Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974;
 - h. Jobs for Veterans State grant programs;
 - i. Employment and training activities carried out under the Community Service Block Grant;
 - j. Employment and training activities carried out by the Department of Housing and Urban Development;
 - k. Programs authorized under State unemployment compensation laws;
 - l. Programs under the Second Chance Act of 2007;
 - m. Temporary Assistance for Needy Families (TANF) authorized under part A of the Social Security Act

3.3 Cooperative Agreements

- 3.3.1 In collaboration with the OED/DEDO-DWS, the Operator shall maintain the cooperative agreement with each of the mandated partners listed above as well as other essential community based organizations (CBOs). Each agreement formalizes the relationship and includes at a minimum: co- location schedules at AJCs and CBO's as needed and deemed beneficial to facilitate full access to customers, referral processes and co-enrollment expectations, points of contact, regular meetings with and between partners as needed and deemed necessary to coordinate the most effective and efficient service delivery to job seekers.

3.4 Adult Education, English Language Acquisition and Basic Skills Tutoring

- 3.4.1 Under WIOA, Title II (Adult Education) is a mandated partner of Title I (WIOA). As a Title I agency, the Service Provider shall refer, as needed, any WIOA registered customer deemed to be 1) not proficient in English, 2) lacking a high school diploma, or 3) basic skills deficient, to the appropriate Title II program, or other entity/service provider to address the skills deficiency. The directory of adult education initiatives is located at: <https://www.cotrainingproviders.org>
- 3.4.2 Following the referral of a WIOA registered customer, The Service Provider will ensure referral process is in place to streamline client hand off allowing for support services and co-enrollment. The Service Provider shall remain in contact with the customer and continue to provide career counseling concurrently with Title I services, for the appropriate period of program participation and follow up. The Service Provider will update Connecting Colorado to document progress for customers enrolled or in follow up.

3.5 Relationship with the Community

3.5.1 Hours

- a. AJCs must be consistently open Monday-Friday between 8 a.m.-5 p.m. MST unless a City and County of Denver holiday is observed.
- b. Additionally, the Operator must coordinate alternate appointment and outreach hours beyond traditional 8 a.m. to 5 p.m. system-wide to determine adequate access, unless precluded by external factors approved by OED/DEDO-DWS. This alternate hours' schedule should be submitted to OED/DEDO-DWS prior to September 30, 2019, to which it will be posted to the DEDO webpage, as appropriate.

3.6 Community Outreach

- 3.6.1 AJC's must conduct regular outreach activities and develop recruitment strategies to inform the community of services available and ensure a steady pipeline of participants coming through the center. AJC's are expected to network and outreach with, other OED/DEDO-DWS vendors, local community and faith based organizations, libraries, other government agencies, schools and other WIOA mandated partners. The Operator shall ensure that outreach activities are coordinated in all communities of Denver County in order to recruit individuals and businesses that can benefit from WIOA services, particularly the targeted neighborhoods which include: Montbello, Northeast Park Hill, Five-Points, Globeville, Elyria-Swansea, Sun Valley, and Westwood.
- 3.6.2 At minimum, AJCs must make available orientations that are open to the public and describe the services available at the center OR have orientation materials available virtually. Efforts must be made to promote and direct job seekers to the orientation. Recruitment and orientations are essential to developing a pipeline of candidates for WIOA and maintain customer capacity expectations.
- 3.6.3 OED/DEDO-DWS may require the Service Provider to periodically staff booths at community resource fairs, elected official events and/or special events throughout the year.

3.7 Denver Workforce System Coordination

- 3.7.1 The system consists of: the AJCs, the OED/DEDO-DWS funded workforce service providers and the WIOA mandated partners. The AJC's serve as the high volume central locations for the City's workforce system while the youth service provider(s) work with special/targeted populations and serve as a feeder into the larger system. For job-seekers, the general public makes significant use of the Resource Rooms, the diverse pool of employer contacts, and the efficiency resulting from the presence of one or more WIOA system partner services co-located together.

3.7.2 The Operator shall take the lead role in coordinating services for Denver County job seekers, with guidance from OED/DEDO-DWS.

3.7.3 Additionally, the Operator is responsible for the coordination of services across the system and partner agencies; such services include the following:

3.7.3.1 Convener DWIN

- a. The Operator must hold **monthly** meetings with both mandated and community partners. These meetings are to serve as an ongoing forum for stakeholder feedback, workforce system coordination and leverage. Minimally, these meetings should include OED/DEDO-DWS contracted Service Providers, mandated partners and community organizations focused on employment and training. Although agenda topics may vary and be influenced by feedback, OED/DEDO-DWS would like to see the following topics as part of a standing agenda:
 - i. Overview of program(s) status, including WIOA, TANF, Adult Ed and other mandated and non-mandated partners (outcomes and deliverables – metrics)
 - ii. State of the workforce system (including challenges, collective impact)
 - iii. Aspects on the horizon (including potential partnerships, initiatives, grants)
 - iv. Feedback (details on how to improve communication, etc.)
- b. Meeting minutes should be documented and made available for OED/DEDO-DWS upon request. The OED/DEDO-DWS reserves the right to ask for additional documentation or clarification of any minute details. The Operator may be required to present updates on monthly meetings to OED/DEDO-DWS.

3.7.4 Special Projects

3.7.4.1 The Service Provider must participate in staffing special outreach and recruitment events as assigned by OED/DEDO-DWS. These may include job fairs, service fairs, large scale hiring events, developing customized training for employers, hosting tables at conferences or other public events, and participating in other the City and County of Denver sponsored projects and activities.

3.7.5 Coordinate System-wide Talent Recruitment

3.7.5.1 The Service Provider shall share and/or coordinate job leads, if unable to fill a job order or in handling a large hiring need, with the other OED/DEDO-DWS service Providers and coordinate resume collection, screening, and eventual referral to the employer. This sharing of job leads is done with the goal

of making the best possible fit between job opening and job candidate and to ensure that all job ready candidates in the Denver Workforce System have full access to open job opportunities. All job orders should be posted on the Connecting Colorado job portal system for WIOA and TANF programs.

3.7.6 Community Linkages and Collaborations

- 3.7.6.1** The Operator shall be responsible for building relationships with valuable partners, including faith-based organizations, CDBG and CSBG grantees, other OED/DEDO-DWS service providers, and other community-based organizations in order to ensure the best services are provided to all customers.
- 3.7.6.2** Minimally, the Operator shall meet with or make documented efforts to meet with community partners monthly and a schedule of these meetings should be published prior to July 31, 2019. The community partners are as follows:
 - 1.** CDBG grantees providing Employment and Training Services include:
 - a. Mile High Ministries
 - b. Lutheran Social Services of Colorado
 - c. Housing Authority of the City & County of Denver - Employment Academies
 - d. Mi Casa Resource Center – Employment Program
 - e. Year One dba Mile High Youth Corps
 - 2.** Denver County funded CSBG grantees follows:
 - a. Community College of Denver
 - b. Denver Housing Authority
 - c. Bayaud Enterprises
 - d. Financial Health Institute

3.7.7 Collaborative Partnership

- 3.7.7.1** AJCs must actively participate in work teams organized by the Operator and/or OED/DEDO-DWS with vendors, and other required partners as well as participate in center level meetings with co-located partners. These partnerships may also include collaboration with other Colorado Workforce Development Council, Colorado Urban Workforce Alliance, discretionary grants, and other local/regional partnerships. These partnerships are designed to provide coordinated responses to businesses and job seekers and improve overall services to customers.

3.7.8 Referrals and Co-Enrollments

- 3.7.8.1 The Service Provider shall make referrals, of eligible and enrolled individuals, to other WIOA grant recipients across the Denver Workforce System and/or other qualified agencies or mandated WIOA partners deemed necessary for the job-seekers' development. In the event a referral is made, supporting documentation, such as a case note, should be maintained in Connecting Colorado and customer's file, as appropriate. The Operator will be responsible in developing and maintaining a referral process which must be provided to OED/DEDO-DWS within 30 days of executed agreement.
- 3.7.8.2 The Service Provider is encouraged to refer participants to the WIOA youth program, and co-enroll participants in discretionary programs, as appropriate. The Service Provider should ensure the job-seeker is aware of co-enrollment and all associated benefits of being involved in both programs. Confidentiality must be maintained between the agencies involved in the referral/co-enrollment with regard to shared participant information. Copies of all documentation resulting from the referral/co-enrollment should be collected and maintained in the participant's Connecting Colorado record.

4.0 INTEGRATED SERVICE DELIVERY AND JOB SEEKER CUSTOMER FLOW

4.1 Service Delivery

- 4.1.1 Denver's workforce system service delivery model improves access for customers across all programs and services. The Operator shall continue to enhance Denver's workforce development system by focusing on a fully coordinated and integrated customer service strategy, which utilizes a strengths-based engagement approach. The Operator will be responsible in developing and maintaining a service delivery model, which must be provided to OED/DEDO-DWS within 30 days of executed agreement.
- 4.1.2 WIOA authorizes "*career services*" for adults and dislocated workers. There are three types of "*career services*":
 - a. basic career services
 - b. individualized career services
 - c. follow-up services.
- 4.1.3 WIOA Basic Career Services
 - 4.1.3.1 All individuals are eligible to take advantage of WIOA Basic Career Services. Basic Career Services include general services to assist jobseekers in finding gainful employment, and orienting them to WIOA services and procedures in Denver as well as, providing information on the labor market and unemployment insurance. These services may be provided by one or a combination of staff from the mandated partners of WIOA in-person or virtually.

4.1.4 Under WIOA, basic career services must be made available to all eligible individuals seeking services through the entire workforce delivery system and include the following:

4.1.4.1 *Outreach, Intake, and Orientation*

Outreach, intake, and formal orientation sessions, must provide information on the full array of applicable and appropriate services available through the AJC and the mandated partners, the Denver Workforce system and other community organizations. The OED/DEDO-DWS may provide guidance on orientation content.

4.1.4.2. *Eligibility Determination*

Determination of whether the individual is able to receive assistance from the adult, dislocated worker, or youth programs.

4.1.4.3. *Initial Strengths-based Assessment*

An initial assessment of the skill levels and service needs of each participant that may include a review of basic skills, occupational skills, prior work experience, employability, interests, and aptitudes (including interests and aptitudes for nontraditional jobs). This would also include intake and eligibility assessment for various programs.

5.0 WIOA PUBLIC RESOURCE AREA

5.1 In addition to the minimum basic career services required under WIOA, the OED/DEDO-DWS requires that all AJCs maintain a publicly, accessible resource area (including access for disabled persons) as part of their WIOA services. OED/DEDO-DWS and DDHS, as lease holders will ensure accessibility of the building structure and parking areas, the Service Provider must ensure that ADA compliant computers and equipment are operational and accessible at the resource center.

5.1.1 This public space and the resources available within it should include:

- a. Computers with internet access,
- b. Tutorials for career exploration,
- c. Job searching and resume writing,
- d. Job postings,
- e. Information on:
 - i. unemployment insurance filing,
 - ii. services
 - iii. financial aid from local non-WIOA training,
 - iv. the labor market, education programs
 - v. partner programs.

- 5.1.2 Individuals may receive self-service or informational activities without an eligibility determination. Self-service or informational activities include, but are not limited to:
 - a. Access to the Resource Room
 - b. Online materials
 - c. Reference documentation
 - d. Workshops, employer screenings
 - e. Job fairs
- 5.1.3 The resource area must be staffed with knowledgeable OED/DEDO-DWS employees, service provider employees, partner employees and/or volunteers to assist with customer questions.

6.0 WIOA ELIGIBILITY DETERMINATION AND REGISTRATION

- 6.1. The eligibility determination process is considered a basic career service. AJCs are required to determine WIOA eligibility and collect information to support a determination of eligibility as defined in OED/DEDO-DWS policy.
- 6.2. Service Provider staff must give priority to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient in the provision of individualized career services and training services. OED/DEDO-DWS requires at least 90% of adult customers meet the priority of service requirement.
- 6.3. Suitability
 - 6.3.1. Suitability for both Adult and Dislocated Worker services shall be determined by a strengths-based assessment of the applicant's skill level, education, aptitudes, abilities, work and wage history, supportive service needs, as well as their interests, goals and aspirations. The assessment of a customer's suitability begins at eligibility but also extends to include a comprehensive assessment of a candidate's fit for other classroom and work based learning programs. If a customer is deemed inappropriate for WIOA services, he or she must be referred to the appropriate educational entity or social service agency for assistance.

7.0 WIOA INDIVIDUALIZED CAREER SERVICES

- 7.1 Service Delivery Model
 - 7.1.1 Under WIOA individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. AJCs must give priority to recipients of public assistance, other low-income individuals and individuals who are basic skills deficient, as well as, Veterans and eligible spouses in the provision of individualized Career Services. The Operator service delivery model must meet the minimum requirements outlined in TEGL-19-16 and provided to

OED/DEDO-DWS within 30 days of executed agreement. The service delivery model at minimum must include the following:

- 7.1.1.1 The Service Provider must complete objective, comprehensive and specialized assessments of the customer. These assessments involve a more thorough examination than the initial assessment and are conducted or coordinated by a Job Search Consultant, or equivalent. The role of the Job Search Consultant is to ensure access to the full array of services and activities required and available under WIOA, and to provide professional support to jobseekers as they decide on employment and education plans, and seek to improve their skills. Assessment tools and processes may be determined or modified by the OED/DEDO-DWS. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, may include:
 - a. Diagnostic testing and use of other assessment tools; and
 - b. In-depth motivational interviewing and evaluation to identify employment barriers and appropriate employment goals.
- 7.1.1.2 Development of an Individual Employment Plan (IEP): The IEP will focus on a Career Pathway that can provide a guide beyond initial employment, and will be updated regularly as a customer progresses. All WIOA services provided to a customer must be identified and the need justified in the IEP and at a minimum include the following:
 - a. employment goals,
 - b. appropriate achievement objectives
 - c. combination of services for the participant to achieve goals.
- 7.1.1.3. Provision and coordination of Supportive Services: Supportive services address those life issues impacting the jobseeker's ability to obtain or retain adequate employment. Depending on funding availability, supportive services may be awarded to assist with transportation, work equipment and uniforms, and child care services, and other services as needed. Participants in need of in depth support services such as substance abuse counseling or mental health services should be referred to services as needed. All services must be readily available and accessible. The services may be provided directly by the Service Provider or by other organizations (within or outside of the workforce system), but the Operator is responsible for maintaining the list and/or associated MOUs or agreements. If the service is to be provided by another organization, the Operator must develop a referral process with that organization.
- 7.1.1.4. Short term pre-vocational services: include the development of learning skills, communications skills, interview skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

- a. Internships and work experiences that are linked to careers;
- b. Workforce preparation activities;
- c. Financial literacy services (such as financial aid applications, income tax credits and counseling);
- d. Out-of-area job search assistance and relocation assistance; and
- e. English Language acquisition and integrated education and training programs.

7.2 Training Services: (Included in Individualized Career Services)

7.2.1 Training services will be made available to individuals in alignment with Federal, State, and local guidance, including OED/DEDO-DWS policies. Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training contract.

7.2.1.1 Types of training services that may be provided include:

- a. Occupational skills training, including training for nontraditional employment;
- b. On-the-job training;
- c. Incumbent worker training (see Section 13 of this TEGL);
- d. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- e. Training programs operated by the private sector;
- f. Skill upgrading and retraining;
- g. Entrepreneurial training;
- h. Job readiness training provided in combination with the training services described in any of clauses (a) through (g) or transitional jobs;
- i. Adult education and literacy activities, including activities of English Language acquisition and integrated education and training programs, provided concurrently or in combination with services provided in any of clauses (a) through (g); and
- j. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

7.2.2 Work-based Training

7.2.2.1 In addition to the use of ITAs, the Service Provider shall develop partnerships with employers and other entities in order to broker and facilitate the development of work-based training service models. Under WIOA, work-based training options include:

- a. Registered Apprenticeships (RA),
- b. Work Experience, (WE)
- c. Transitional Jobs (TJ),
- d. On-the-Job Training (OJT),
- e. Customized Training, and

7.2.2.2 Pre-Apprenticeship Training. Work based training is employer-driven with the goal of unsubsidized employment. All offerings below are contingent upon available funds and must align with Federal, State, and local guidance, including OED/DEDO-DWS policies.

8.0 Lives Empowered

8.1 Outcomes

8.1.2 Service Provider will place and assist in increasing the number of incumbent workers served to 180 to be enrolled into the Lives Empowered Initiative. For the purpose of the Lives Empowered Initiative, Incumbent Worker is a type of work based training and upskilling designed to ensure that employees of a company or industry can acquire the skills necessary to retain employment and advance within the company or industry.

8.1.3 Service Provider will work in collaboration with OED/DEDO-DWS to enroll incumbents from OED/DEDO-DWS identified Lives Empowered Initiative Cohorts to participate in but not limited to the following:

- a. Work-based Learning Experiences to include Apprenticeships
- b. Skills Training leading toward industry certificates, preferably that align to career advancement including promotions and/or wage increases
- c. Providing career and/or competency assessments, career
- d. preparation, and/or career coaching for career pathways defined within retail, aligned occupations and subsectors

8.1.4 Service Provider will act as the case manager of record to include tracking and reporting leverage associated with Case Management services provided; and is responsible for determining program eligibility and collect information to support a determination of eligibility as defined in OED/DEDO-DWS policy.

9.0 DISABILITY EMPLOYMENT INITIATIVE

9.1 Purpose: Increase access to and participation of eligible participants in WIOA funded employment and training services related to career pathways and improved employment outcomes for eligible participants ages 18 and older with visible, non-visible and significant disabilities, to include those who acquired a disability in adulthood, who meet the requirement for WIOA adult and/or Dislocated Worker programs.

9.2 Service Provider will act as the case manager of record to include tracking and reporting leverage associated with Case Management services provided OED/DEDO-DWS

9.3 Outcomes

9.3.1 Service Provider will assign a minimum of 15 Tickets to eligible participants and will adhere to Ticket to Work (TTW) administrative requirements in placing and assisting in the recruitment of eligible participants into the DEI initiative. Service Provider shall co-enroll into WIOA as appropriate.

9.3.2 Service Provider will make available information on career pathways and work-based learning opportunities to individuals enrolled in the DEI program. The DEI grant primarily focuses on career pathways that lead towards jobs in IT (including Cybersecurity), Healthcare, Advanced Manufacturing, Building Trades/Construction, Business Services (including Business Support and Finance).

9.3.3 Service Provider will either place participants in an Employment placement or in a Post-Secondary Education placement and will achieve the following performance metrics on DEI enrollments:

Outcomes for WIOA Primary Indicators for Performance for Participants with Disabilities in WIOA Title I Adult and Dislocated Worker Programs	
	Target
Employment in the 2 nd Qtr After Exit	60.13%
Employment in the 4 th Qtr After Exit	50.43%
Median Earnings in the 2 nd Qtr After Exit	\$5,100
Credential Attainment Within 1 Year After Exit	50.00%
Measurable Skills Gains	20.00%

10.0 FY 18 REEMPLOYMENT SERVICES AND ASSESSMENT (RESEA) PROGRAM

10.1 OED/DEDO-DWS reserves the right to coordinate service delivery with the Operator and Service Provider as OED/DEDO-DWS becomes aware of other/new RESEA funding. These requests may be supported by a budget, if funding requirements permit.

11.0 OTHER DISCRETIONARY GRANTS

11.1 OED/DEDO-DWS reserves the right to coordinate service delivery with the Operator and Service Provider as OED/DEDO-DWS becomes aware of other/new discretionary grant funding. These requests may be supported by a budget, if funding requirements permit. Otherwise, the Service Provider may be asked to leverage service delivery as part of existing funding streams.

- 11.2 Service Provider will act as the case manager of record to include tracking and reporting leverage associated with Case Management services provided; and is responsible for determining program eligibility and collect information to support a determination of eligibility as defined in OED/DEDO-DWS policy.

12.0 CAREER PATHWAYS

12.1 Definitions

- 12.1.1 The Operator shall work collaboratively with the OED/DEDO-DWS in order to develop clear, articulate, and timely information that informs customers about middle skilled occupations within in demand industries, including the delivery of informative workshops.

- 12.1.2 DEDO requires the Operator to place a strong emphasis on Career Pathways as defined by WIOA.

13.0 FOLLOW-UP SERVICES

13.1 Categories

- 13.1.1 AJCs must communicate with, and monitor the progress of, customers throughout enrollment in the program. In addition, follow-up activities shall be provided as appropriate, in accordance with the OED/DEDO-DWS Data Integrity Policy. customers who lose their jobs.

- 13.1.2 Retention/Advancement Services may include:

- a. Maintaining regular contact
- b. Additional career planning and counseling
- c. Working with the customer to identify emerging problems
- d. Helping the customer gain job/educational coping skills
- e. Peer support groups
- f. Information about additional educational opportunities
- g. Helping the customer to access needed support services
- h. Counseling with the customer about reasons for his/her job loss.
- i. Utilization of the menu of career services and supportive services to address reasons for job loss and implement appropriate solutions to secure re- employment.

14.0 SERVICE DELIVERY FOR EMPLOYERS

- 14.1 Business Services are a critical component of WIOA service delivery, providing direct value to employers, employer associations or other such organizations. Customized business services may include the following services and activities:

14.1.1 Connection Services

- a. Advertise Job Openings.
 - i. To provide employers access to registered job seekers of the workforce system, the Service Provider's AJC staff must approve all new employers and job orders posted through the Connecting Colorado system. This includes providing daily quality control functions on all new job orders posted by employers per guidance of OED/DEDO-DWS Business Service Policy.
- b. Access to Space
 - i. Provide or secure space for businesses to interview candidates, hold recruitment events, conduct informational meetings, etc.
- c. Recruitment Events
 - i. Provide employers an in-person opportunity to inform job seekers about available job openings within their organization through regularly scheduled hiring events and job fairs. Recruitment events should be held, at minimum, once a month.
- d. Customized Recruitment
 - i. Thoroughly screen job seekers (based on employer skill requirements) and prepare them for interviews, saving businesses time and increasing the likelihood the business will return for more candidates in the future. Collaborate with OED/DEDO-DWS to develop a scalable customized recruitment service for large employers to fill entry-level positions in middle skill occupation, to include applicant screening and recruitment events.
- e. Training Incentive
 - i. Support employer recruitment and screening by presenting WIOA eligible candidates for subsidized work placement to include OJT, Incumbent Worker Training, Registered Apprenticeships, Work Experiences, and Customized Training.
 - ii. AJCs must have timely and focused response to recruitment events as requested by the OED/DEDO-DWS.

15.0 PERFORMANCE MANAGEMENT AND OUTCOMES

15.1 WIOA Performance Outcomes and Benchmarks

- 15.1.1 The Service Provider will be evaluated on outcomes for services provided to adults, dislocated workers, other grants outlined within the scope of work, and employers, program compliance audits, actual to planned enrollments, capacity level, actual to planned placements in unsubsidized employment, quality assessment, case notes, percentage of positive exits, and successful execution of assigned special projects.

15.1.2 WIOA performance measures are based on exits from the program; the OED/DEDO-DWS developed other key point in time benchmarks that will provide the most accurate picture possible of how agencies are meeting the Denver Workforce Systems goals.

15.1.3 The Operator will work with the OED/DEDO-DWS to outline at a minimum the deliverable numbers of the following benchmarks:

- a. Enrollments and co-enrollments
- b. Active cases (capacity/utilization)
- c. Training related placement
- d. Individuals trained
- e. Individuals who receive a training-related credential
- f. Individuals placed into employment
- g. Placement rates into In-Demand Industries
- h. Income Changes Per Participant (Pre/Post) – The variance in wages between the customer's point of entry in the system and their wages at exit

15.1.4 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:

- a. Expenditure rates
- b. Three Part Program Cost Breakdown:
 - i. Direct cost to customer
 - ii. Admin/Oversight (management)
 - iii. Program Delivery (case managers)
- c. Programmatic compliance

15.2 WIOA Performance Measures

15.2.1 It is important to note that once an individual is registered into WIOA, the customer will also be counted in the federal WIOA performance measures. The OED/DEDO-DWS reports the outcomes on the measures to CDLE/DOL as part of the terms of its WIOA allocation. The Operator will be required to meet the prevailing rates on these measures based on the rates the OED/DEDO-DWS negotiates with CDLE annually.

15.2.2 The Operator will work with the OED/DEDO-DWS to outline at a minimum the deliverable numbers of the following benchmarks:

- a. Measures listed below reflects the current PY18 measures; OED/DEDO-DWS will work with the **Colorado Department of Labor & Employment to negotiate PY19 performance measures, which typically occurs within the first quarter of the program year. The contractor will be notified of the PY19 measures no later than September 30, 2019, unless new negotiated terms have not been completed by that date.**

Category	Description	Adult Goal	Dislocated Worker Goal
Employment 2nd Quarter after Exit	The percentage of participants who are in unsubsidized employment during the second quarter after exit the percentage of participants who are in unsubsidized employment during the second quarter after exit	79.6%	80.3%
Employment 4th Quarter after Exit	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit	72.6%	73.2%
Median Earnings	The median earnings of participants who are in unsubsidized employment during the second quarter after exit	\$6,210	\$8,578
Credential Attainment	The percentage of participants enrolled in an education or training program who attained a recognized post-secondary credential or a secondary school diploma or equivalent during participation or within 1 year after exit	60%	50%

15.2.3 Periodic Reporting and Meetings

15.2.4 The Operator and Service Provider must comply with all Local, State and Federal reporting requirements.

- 15.2.5 Specifically, and as required by the OED/DEDO-DWS, the Operator shall document, record, and report actual outcomes, on a monthly basis and provide timely and accurate monthly reports in the format designated by the OED/DEDO-DWS. The Operator may also be required to assist with the completion of other annual, or quarterly reports as designated by the CDLE or CWDC.
- 15.2.6 The Operator is also required to have staff representation at all administrative meetings and staff training workshops as determined by the OED/DEDO-DWS.
- 15.2.7 The OED/DEDO-DWS will hold monthly/quarterly review meetings with the Operator to review progress toward planned versus actual benchmarks.
- 15.2.8 Periodic reports will be required and should be anticipated. Reporting requirements will be mutually agreed upon by OED/DEDO-DWS and the Operator.
- 15.2.9 The Service Provider will be continually evaluated based on their performance on both the CDLE and DHS performance measures/incentives and the OED/DEDO-DWS benchmarks. The Operator will review progress toward benchmarks at quarterly meetings. In the event that the Service Provider is failing to meet benchmarks they shall submit corrective action plans and/or participate in training/technical assistance meetings.
- 15.2.10 The Operator and Service Provider contract renewals will be largely based on achievement of benchmarks. The OED/DEDO-DWS also reserves the right to impose additional conditions and/or restrictions on the contract award, implement probationary periods, undertake any other corrective action, reduce funding or end contracts based on poor performance on any of the benchmarks.
- 15.2.11 Where required or permitted by law or regulations, the OED/DEDO-DWS reserves the right to add, remove or change measures, targets, conditions, or restrictions as it deems reasonable.

16.0 Pay for Performance

- 16.1 The OED/DEDO-DWS agree to the following performance matrix and incentive amounts for achievement.
- 16.2 **At minimum placement information will be entered into Connecting Colorado with the appropriate service code and case note. In addition to the Connecting Colorado service code and case note, all UNs require an employment verification form to be included and uploaded to the participant's file. Verification must include one of the following which are listed in order of desired documentation:**
 - a) **Participant Paystub**
 - b) **Employer Letter- signed and dated by employer**
 - c) **Participant self-attestation form-signed and dated**

16.3

Performance	AD	DW
Enrollment (247/50)	\$183.97	\$232.61
Placement (150/50)	\$302.93	\$232.61

Adult Enrollment pay for performance up to \$45,439.68

Adult Placement pay for performance up to \$45,439.68

DW Enrollment pay for performance up to \$11,630.55

DW Placement pay for performance up to \$11,630.55

17.0

PROGRAM STAFFING

- 17.1 Job Search Consultant Roles and Responsibilities
- 17.2 The career advising/coaching function is a critical piece to effective service delivery.
- 17.3 As defined in Data Integrity and the Customer Participation Cycle, Case management functions, should be provided using a customer centered approach and services should be designed to prepare and coordinate employment plans to enable participants to access needed activities and services. Please see current policy to ensure that services are provided and recorded accurately based on Federal, State and Local Guidance. Refer participants for ancillary services as appropriate.
- 17.4 Center Managers, Sales and Recruitment Managers and Job Search Consultant Staff Knowledge and Skills.
- 17.5 In order to effectively provide the range of services that will be required of the Service Provider's staff under the WIOA program model (see above), Talent Development or other appropriate Service Provider staff should develop certain additional skill sets and knowledge. These skills and knowledge include, but are not limited to:
 - a. Knowledge of all OED/DEDO-DWS policies and procedures;
 - b. Knowledge of the WIOA program partners, the services each partner provides, and the eligibility requirements for each program as well as the ability to forge successful relationships with the partner programs in order to facilitate and expedite customer referrals to those programs;
 - c. A high level of command over caseload composition, status and entry/exit needs;
 - d. Knowledge of the various barriers to employment that customers may face and of the services available within and outside the WIOA system to assist customers in overcoming those barriers, including supportive services;
 - e. The ability to navigate the respective systems of record and any other technology required for successful program management;

- f. The ability to use all available resources to achieve the employment and employment-related outcomes set in each customer's employment plan;
- g. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
- h. The ability to use all available resources to achieve the educational and educational-related outcomes set in each customer's employment plan;
- i. Knowledge of community resources and the ability to refer and link participants with necessary services;
- j. Clear understanding of the customer's right to confidentiality; that all information provided remains confidential and should not be released to employers or other service providers without consent from the customer or his/her legal guardian;
- k. A clear understanding of the roles of business intermediaries and the coaches' role in making high quality referrals in a timely and focused manner.

17.6 Minimum Case Loads

- 17.6.1 Each Job Search Consultant should maintain an active customer ratio that approximates 1 full-time equivalent Job Search Consultant as negotiated with OED/DEDO-DWS. The exact number that each FTE Job Search Consultant will maintain may vary by service population. The Service Provider may negotiate a lower customer to Job Search Consultant ratio for harder to serve populations. An active customer is one that:
 - a. has a status of registered customer (has not been exited);
 - b. is actively engaged in an individualized career or training service.
- 17.6.2 Each program may have caseloads that exceed the minimum agency "active" caseload throughout the course of the year. The minimum agency caseload for each program is determined by multiplying the amount of staff providing case management services in the budget by the capacity of 1 FTE Job Search Consultant. If an agency has customers that are in long-term training and are not in immediate need of services by the Job Search Consultant or has customers that are stable in their employment and are just waiting to exit, this will increase the agencies capacity to register additional customers beyond the formula provided above. To increase their overall capacity, agencies are required to exit all customers in a timely manner and in accordance with OED/DEDO-DWS policy.
- 17.6.3 In order to determine caseload levels, the Service Provider shall conduct an assessment of their Adult DW, and Discretionary program caseloads monthly and discuss with OED/DEDO-DWS's Program Liaison.

17.6.4 On an ongoing basis, the Service Provider shall Determine the number of customers that are in long-term training and are not in immediate need of services by the Job Search Consultant.

17.7 Staff Training, Orientation, Onboarding and Professional Development Plan

17.7.1 AJC's are expected to provide orientation for those newly hired to deliver - WIOA and TANF services. Such orientation should include overview of program policies and processes/procedures; overview of relationship between the service providers, the OED/DEDO-DWS, and WIOA mandated partners and other WIOA/TANF funded service providers; basic skills and best practices for service delivery; and other topics as indicated at any point by the OED/DEDO-DWS.

17.8 Staff Retention

17.8.1 Since staff quality has a significant impact on the quality of service delivery, and since the Service Provider will be devoting effort to hiring and training staff, the Service Provider is expected to take effective steps to ensure the retention of quality staff. The Service Provider shall have a plan of retention in place and make it available to the OED/DEDO-DWS upon request.

17.9 Salary and Wage Requirements

17.9.1 In accordance with its values, the OED/DEDO-DWS seeks to provide high quality services to our customers. We believe in the increased professionalization of the workforce development field and strive to ensure that our system reflects the dignity of work. Consequently, the OED/DEDO-DWS is requiring that all full-time staff receive a minimum salary that is in line with similar positions in the Denver metro area. The OED/DEDO-DWS also strongly encourages the Service Provider to pay professional staff a competitive wage for their level of effort and expertise.

17.9.2 *Salary and Bonus Limitations*

"In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2015, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II." This new requirement includes all WIOA grant funded projects. The PY19 amount for Executive Level II is \$189,600. The Operator and Service Provider must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>).

18.0 ADMINISTRATIVE RESPONSIBILITIES

18.1 Compliance, Reporting and Recordkeeping

18.1.1 The Operator must comply with all Local, State and Federal reporting requirements. Specifically, the Operator will be required to document, record and report actual outcomes, as required by OED/DEDO-DWS, on a monthly basis. Timely, detailed and accurate information on operations and performance is crucial to effective management of Denver's workforce development system. Therefore, funded agencies must capture and track (and enter to the respective system(s) of record) such information as requested by OED/DEDO-DWS, and supply reports of such data in requested formats, in a professional manner, at requested intervals.

18.1.2 All WIOA registrant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system used by WIOA programs in Colorado. All services received must be well documented in the customer's case file.

18.1.3 In addition to Connecting Colorado, OED/DEDO-DWS may require use of specific reporting or tracking systems, forms or other data management tools, and agencies are expected to have staff capable of executing against such requirements.

18.2 Customer Tracking Systems

18.2.1 The Service Provider shall use Connecting Colorado for WIOA and referred TANF customers. The system shall be used to track all job seeker and employer clients including contact information, demographic information, program eligibility, services provided, referrals, outcomes, and case notes. This data system must be used in accordance with the OED/DEDO-DWS's written policies, as may be amended from time to time.

18.2.2 Upon request by the Service Provider, the OED/DEDO-DWS will provide a unique user name for each data system for each Agency staff person that requires access to the data systems to perform the Agency's duties under this Contract. Each staff person will be given the minimum access required to perform their specific role under the Contract. The user names and their associated passwords are confidential and must not be shared.

18.2.3 The Operator agrees to abide by and cause all staff users to abide by the City and County of Denver Data Confidentiality and Security Agreement.

18.3 Language Assistance

18.3.1 The Service Provider must have sufficient Spanish-speaking staff to serve the Counties' significant Spanish-speaking populations. Other language capacity appropriate to each AJC's location and potential jobseeker customer population will also be required. Additionally, key materials must be provided in Spanish and other appropriate languages in accordance with the OED/DEDO-DWS WIOA Language Assistance plan.

18.4 Accessibility to People with Disabilities

18.4.1 Title III of the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). Agencies who are not fully compliant with ADA are required to submit an "accessibility plan" outlining steps that need be taken by the leaseholder to become both programmatically and physically accessible and the planned implementation dates. This accessibility plan must meet the criteria set forth in the ADA. All WIOA/TANF program services and facilities are expected to be accessible to persons with disabilities. For the ADA Title III Technical Assistance Manual please visit: <http://www.usdoj.gov/crt/ada/taman3.html>

18.5 Equal Opportunity and Non-Discrimination

18.5.1 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) Title I, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

18.5.2. The Service Provider agrees to be in full compliance, at all times with the Denver Workforce Services Equal Opportunity and Non-Discrimination policy.

18.6. Customer Complaint Procedures

18.6.1. OED/DEDO-DWS believes that customer complaints are opportunities to improve services. The primary goal of this complaint process is to address specific participant concerns, resolve the issues at hand in the most expedient manner, learn from the complaint and implement solutions throughout the entire system service provider will follow the OED/DEDO-DWS complaint policy and procedures.

18.7. Quality Control & Continuous Quality Improvement

18.7.1. The Service Provider shall ensure that 100% of new participant case files (WIOA), and all other discretionary programs) are reviewed prior to enrollment. OED/DEDO-DWS shall coordinate a schedule to ensure participant case file reviews are completed and responded to in a timely manner.

- a. The Service Provider's quality control plan shall include, but not be limited to the following:**
 - i. a monitoring system covering all the services listed in this scope of work.**
 - ii. the elements of work performance to be monitored, either on a scheduled or unscheduled basis**
 - iii. the methods to be used**
 - iv. frequency of monitoring**
 - v. the format and content of records and reports to be generated**
 - vi. the title(s) of the individual(s) who will perform the monitoring**
 - vii. the method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory**
 - viii. the administrative procedures to be followed for reporting to OED/DEDO-DWS and for responding to operational problems or complaints concerning work performance, qualifications, or other complaints about the Service Provider personnel details on all corrective action(s) taken.**
- b. This documentation shall be available to the OED/DEDO-DWS at all times during the term of the contract. The Service Provider shall provide detailed monthly summaries of all quality control actions, including descriptions of events which require quality control activity, and the corrective action taken.**

18.7.2 The Service Provider is required to respond to all QA requests and error reports in a timely manner and ensure that all identified errors are corrected within the designated timeframe, as appropriate. Overall, the Service Provider shall ensure that all WIOA enrollments are in full compliance with Federal, State and Local regulations and policies.

18.7.3 The OED/DEDO-DWS strives to deliver high quality services throughout the system. The Service Provider shall solicit customer feedback on a regular basis through satisfaction surveys, focus groups and other venues to assess and improve service quality:

The Service Provider is expected to solicit customer feedback, analyze results, and identify areas for quality improvement and report results to the OED/DEDO-DWS. The OED/DEDO-DWS will review feedback with Service Provider on a quarterly basis, minimally. The Service Provider shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

18.8 Meetings and Trainings

18.8.1 The Operator shall ensure appropriate AJC staff representation at a variety of meetings and training sessions. These include, but are not limited to, bi-monthly and quarterly meetings that require director or manager participation, and trainings likely to include many, if not all, of the staff. Training schedules shall be developed in partnership between OED/DEDO-DWS and the Operator to ensure adequate staff coverage at the AJC during all-staff training sessions.

18.9 Payroll and Wage Rate Policy

18.9.1 The Service Provider shall sub-contract with third party vendor who will be solely responsible for administering payroll services as the **Employer of Record**; responsibilities to include the enforcement of all process and procedure in place for payroll, taxes, and worker's compensation coverage for program participants. Therefore, if the Service Provider plans to provide paid internships, work experiences, or other allowable compensated activities, these costs must be included as part of the contract budget. All participants enrolled in wage-paid activities shall not be paid less than the highest minimum wage under the Fair Labor Standard Act and Article XVIII, Section 15, of the Colorado Constitution. Copies of all documentation including verification of employment, must be kept within participant file, and provided for review for OED/DEDO-DWS and or external auditing purposes.

18.10 Participation in Studies and Initiatives

18.10.1 The Operator shall participate in studies and initiatives as determined by US DOL, CDLE or the OED/DEDO-DWS. This may include participation in aspects such as strategic planning sessions and other evaluation technical assistance provided by OED/DEDO-DWS or external evaluation entities.

18.11 Communications and Signage

18.11.1 The Operator and the AJCs are considered arms of Denver's workforce development system, much like branches or franchises of a corporation. As such, the Service Provider must adhere to all requirements and standards related to physical signage where WIOA/TANF services are provided including: EEO information; logos; publications; standard language in WIOA-related communications; and any other signage or communications requirements established by the OED/DEDO-DWS. The Operator must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the OED/DEDO-DWS Marketing Division.

18.11.2 Specifically, all print or electronic collateral that promotes any programs/services provided under this contract must adhere to the following:

- a. Include the Denver Workforce Services logo as the primary and most prominent entity responsible for the program/service;
- b. Include the wording, "[Operator] is an Operator for the City and County of Denver," regardless of whether the Operator's name appears in the collateral; and
- c. Include the American Job Center logo;
- d. Include the required EEO language: {Insert Program/Service Name here} is an [Equal Opportunity](#) employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Dial 711 or 1.800.659.2656 to use the TTY service, Relay Colorado.

18.11.3 Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Services, both in writing and electronically.

18.11.4 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Services in 30 days in advance for approval prior to display or distribution.

18.11.5 Social media postings may be exempt from the above logo requirements but must be approved in advance by Denver Workforce Services.

18.12 Technology Requirements

18.12.1 The Service Provider is responsible for maintaining and servicing all technology to the satisfaction of the City and its sole discretion

18.12.2 The Service Provider is responsible to choose an Internet Service Provider (ISP) to run network access to licensed premises as identified by DEDO;

- a. Richard T. Castro located at 1200 Federal Blvd; and
- b. Arie P. Taylor located at 4685 Peoria Street.

18.12.3 The Service Provider is responsible for providing all technology (software, hardware, and telephony) that is current and is supported for security purposes by the vendor. This technology includes but is not limited to software, PCs, monitors, printers, copiers, fax machines, scanners, servers, switches, telephones, etc.

18.12.4 All equipment must be approved through the City and County of Denver's Technology Services Agency and Workforce Development Director prior to order and installation.

18.12.5 The designated IT person/team must pass a background check and receive badge access. The background check must be conducted through the City and County of Denver's Department of Safety or other designated agency.

- 18.12.6 The Service Provider is responsible for maintaining the approved list of staff with IT access.
- 18.12.7 The Service Provider must implement the following security specifications:
 - a. automatic operating system upgrades;
 - b. firewall protection;
 - c. automatic virus upgrades; and
 - d. anti-spyware software.
- 18.12.8 The Service Provider may host technology infrastructure for WIOA Youth Contractors. In such a case, the operator will ensure a Memorandum of Understanding (MOU) and/or Service Level Agreement (SLA) is developed between the two entities and a signed copy provided to OED/DEDO.

18.13 Privacy and Confidentiality

- 18.13.1 The One-Stop Operator must develop policies and procedures that align with OED/DEDO-DWS PII Policy to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure. Policies must cover, at a minimum, the following:
 - a. Participant eligibility documentation;
 - b. Program participant records, including all services provided, and costs expended per participant;
 - c. Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;
 - d. Protection of personal and confidential customer information, including protected health information (HIPAA);
 - e. Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.
- 18.13.2 In addition, the Service Provider will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.
- 18.13.3 The Service Provider must provide OED/DEDO with one of the following security control certifications on an annual basis: SSAE16, SOC2, or other certification as agreed upon.
- 18.13.4 The Service Provider must provide OED/DEDO with a copy of data breach process and incident response policy at time of execution of contract and as modifications are made throughout the contract period. Policy must be in accordance with OED/DEDO-DWS policies, as well as other local, State and Federal requirements.
 - a. The operator must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and

mediate within 30 days, in accordance with OED/DED0-DWS policies, as well as other local, State, and Federal requirements

- 18.13.5 The Service Provider must agree that OED/DED0 and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.

18.14 Documentation Management and Retention

- 18.14.1 OED/DED0-DWS is moving toward a paperless documentation system. Until that time, the Service Provider will maintain hard copies of customer files in compliance with applicable regulations.
- 18.14.2 The Service Provider will be responsible for working with OED/DED0-DWS to fully implement paperless record keeping for all WIOA and Discretionary Grant participants.
 - a. The Service Provider must ensure documents are legibly imaged to a prescribed file management and document imaging system.
- 18.14.3 The Service Provider must maintain program, participant, and financial records for seven years from completion of services in accordance with OED/DED0-DWS's file retention policy.
- 18.14.4 The One-Stop Operator/Service Provider shall work with OED/DED0-DWS to develop procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure and follow OED/DED0-DWS policies.



Program Budget and Cost Allocation Plan Summary

Contractor Name:
Project :
Contract Dates:

Arbor LLC, dba ResCare Workforce Services
WIOA ADIDW

Program Year:

2019

7/1/2019 to 6/30/2020

Lisa Valdez

Budget Category	Agency Total (All Funding Sources)	WIOA AD		WIOA DW		Total Project Costs		Other City & County of Denver Funding (Add applicable funding as applicable)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
WIOA BUDGET PY 19															
Personnel	768,420	612,162	79.66%	156,258	20.34%	768,420	100.00%		0.00%		0.00%		0.00%	768,420	100.00%
Personnel	168,905	134,545	79.66%	34,360	20.34%	168,905	100.00%		0.00%		0.00%		0.00%	168,905	100.00%
Travel	5,220	4,138	80.23%	1,082	19.77%	5,220	100.00%		0.00%		0.00%		0.00%	5,220	100.00%
Supplies	5,698	4,482	78.66%	1,216	21.34%	5,698	100.00%		0.00%		0.00%		0.00%	5,698	100.00%
Contractual	16,816	13,150	78.26%	3,666	21.74%	16,816	100.00%		0.00%		0.00%		0.00%	16,816	100.00%
Participant Direct Training Costs	314,455	250,327	79.61%	64,128	20.39%	314,455	100.00%		0.00%		0.00%		0.00%	314,455	100.00%
Other Direct Costs - Professional Services	66,757	53,070	79.48%	13,687	20.52%	66,757	100.00%		0.00%		0.00%		0.00%	66,757	100.00%
Indirect Costs	109,579	87,248	79.62%	22,331	20.38%	109,579	100.00%		0.00%		0.00%		0.00%	109,579	100.00%
City for Participation	314,140	30,879	9.83%	283,261	9.18%	314,140	100.00%		0.00%		0.00%		0.00%	314,140	100.00%
Grand Total	1,570,000	1,250,000	79.62%	320,000	20.38%	1,570,000	100.00%		0.00%		0.00%		0.00%	1,570,000	100.00%

Budget Narrative WIOA AD PY19

A. **PERSONNEL** - includes the following:

- **Project Director:** (.55 FTE) annual salary of \$82,000.00
- **Project Director Incentive Wages:** (.55 FTE) 15% of base wages \$82,000.00 = \$12,300.00, incentive plan may vary from 0% to 150% of the base according to the plan described in ResCare's Short-Term Incentive Compensation Plan, provided to DEDO. Incentive plan is based on calendar year performance January 2019 to December 2019 to be reimbursed once per program year upon incentive payout.
- **Deputy Director:** (.55 FTE) annual salary of \$75,000.00
- **Center Manager:** (.80 FTE) combined annual salary of 60,000.00
- **Project Accountant:** (.55 FTE) annual salary of \$73,000.00
- **Accounting Assistant:** (.80 FTE) annual salary of \$46,000.00
- **Human Resources:** (.55 FTE) annual salary of \$50,000.00
- **Quality Assurance Lead & Manager:** (1.35 FTE) combined annual salary of \$125,000.00
- **Business Services/ Community Engagement:** (.51 FTE) annual salary of \$52,000.00
- **Talent Deployment Facilitator:** (.27 FTE) annual salary of \$48,000.00
- **Job Seeker Consultant:** (5.00 FTE) combined annual salary of \$245,000.00

Staff responsibilities and/or levels are subject to adjustment based on funding levels and changes, OED/DEDO must approve all adjustments through minor modification.

Total Personnel costs: \$612,102

B. **FRINGE BENEFITS** - includes the following:

- Effective fringe rate is 21.98%
- FICA estimated as 7.51% of wages
- FUTA estimated as 0.13% of wages
- SUI estimated as 0.25% of wages
- Medical estimated as 9.58% of wages
- Pension Benefits estimated at 0.80% of wages
- Worker's Compensation estimated as 3.71% of wages

Total Fringe Benefits: \$134,545

C. **TRAVEL** - includes the following but not limited to:

- **Travel includes:**
 - Lodging, Meals and Airfare - travel to annual conference for additional workforce training and is estimated at 2 people at \$591.00 for the year.
 - Parking for staff for business related travel is estimated about \$11.00 a month
 - Mileage for staff for business related travel at the mileage reimbursement rate of \$0.32 per mile estimated at 750.00 miles per month.

Total Travel: \$4,188

D. SUPPLIES - includes the following but not limited to:

- **Supplies** includes general office supplies, computer and printing supplies that are consumable and include but are not limited to paper, toner, pens, files, etc. and are estimated at \$383.00 per 10.92 FTE

Total Supplies: \$4,482

E. CONTRACTUAL - includes the following but not limited to:

- **Machine Equipment Rental** includes the lease cost of 3 Toshiba copiers at a cost of about \$1,205.00 at 10.92 FTE

Total Contractual: \$13,160

F. PARTICIPANT COSTS - includes the following:

- **Supportive Services** includes expense associated with other supportive services (transportation, books, work/interview attire, work tools, etc.) up to \$750.00 per client
- **Individual Training Account** estimated at \$3000.00 per client at 28 total clients
- **On-The-Job Training / WEX** estimated at \$5,000.00 per client at 28 total clients,

Total Participant Costs: \$250,327

G. Other Direct Costs - includes the following but not limited to:

Other direct costs include the below:

- **Insurance** - General and Professional Liability estimated as \$3.00 per \$1,000.00 of total contract amount for an amount of about \$3,750.00
- **Communications** – Fax, Wireless Cell Phones & Connectivity estimated as \$75.00 per cell phone, plus \$55.00 per month for connectivity for WIFI hotspots. Telephone estimated at \$1,852.00 per 10.92 FTE.
- **Network Communications** estimated at \$1,809.00 per 10.92 FTE
- **Auditing** estimated as 0.20% of total contract amount for estimated \$2,500.00
- **Payroll Services** estimated as \$68.00 per 10.92 FTE
- **Application Hosting** – Quickbase/ResCare WORCs estimated as \$236.00 per 10.92 FTE
- **Background Check** estimated as \$55.00 per check estimated at 5 total checks for the year.
- **Dues and Subscriptions** includes the costs to verify employment for participants using Worknumber (TALX) and at an estimated cost of \$10.30 per check or 290 total checks.

- Postage and Courier estimated as \$27.00 per 10.92 FTE

Total Other Direct Costs: \$53,070

H. Indirect Cost

- **Indirect Costs** - represents the common costs associated with the efforts of RWS' operations and is estimated using the Modified Total Direct Method. Expense includes items such as salaries, fringe benefits, travel, administration, professional services that support local operations. WIOA Indirect is estimated as 10.62% of total direct expense.

Total Indirect Costs: \$87,248

I. Pay for Performance

- **Pay for Performance -**
 - a) The OED/WDB agree to the following performance matrix and incentive amounts for achievement
 - b) **Verification must include one of the following which are listed in order of desired documentation:**
 - **Participant Paystub**
 - **Employer Letter- signed and dated by employer**
 - **Participant self-attestation form-signed and dated**

Performance	AD	DW
Enrollment (247/50)	\$183.97	\$232.61
Placement (150/50)	\$302.93	\$232.61

Adult Enrollment pay for performance up to \$45,439.68

Adult Placement pay for performance up to \$45,439.68

DW Enrollment pay for performance up to \$11,630.55

DW Placement pay for performance up to \$11,630.55

Total Pay for Performance Costs: \$90,879

Total Amount Requested from OED: \$1,250,000

Budget Narrative WIOA DW PY19

A. **PERSONNEL** - includes the following:

- **Project Director:** (.14 FTE) annual salary of \$82,000.00
- **Project Director Incentive Wages:** (.14 FTE) 15% of base wages \$82,000.00 = \$12,300.00, incentive plan may vary from 0% to 150% of the base according to the plan described in ResCare's Short-Term Incentive Compensation Plan, provided to DEDO. Incentive plan is based on calendar year performance January 2019 to December 2019 to be reimbursed once per program year upon incentive payout.
- **Deputy Director:** (.20 FTE) annual salary of \$75,000.00
- **Center Manager:** (.20 FTE) combined annual salary of 60,000
- **Project Accountant:** (.14 FTE) annual salary of \$73,000.00
- **Accounts Payable/Accounting Assistant:** (.20 FTE) annual salary of \$46,000.00
- **Human Resources:** (.14 FTE) annual salary of \$50,000.00
- **Quality Assurance Lead & Manager:** (.34 FTE) combined annual salary of \$125,000.00
- **Business Services/ Community Engagement:** (.40 FTE) annual salary of \$52,000.00
- **Talent Deployment Facilitator:** (.07 FTE) annual salary of \$48,000.00
- **Job Seeker Consultant:** (1.00 FTE) annual salary of \$49,375.00

Staff responsibilities and/or levels are subject to adjustment based on funding levels and changes, OED/DEDO must approve all adjustments through minor modification.

Total Personnel costs: \$156,318

B. **FRINGE BENEFITS** - includes the following but not limited to:

- Effective fringe rate is 21.98%
- **FICA** estimated as 7.51% of wages
- **FUTA** estimated as 0.13% of wages
- **SUI** estimated as 0.25% of wages
- **Medical** estimated as 9.58% of wages
- **Pension Benefits** estimated at 0.80% of wages
- **Worker's Compensation** estimated as 3.71% of wages

Total Fringe Benefits: \$34,360

C. **TRAVEL** - includes the following but not limited to:

- **Travel Includes:**
 - Lodging, Meals and Airfare - travel to annual conference for additional workforce training and is estimated at 2 people at \$231.00 for the year.
 - Parking for staff for business related travel is estimated about \$2.72 a month
 - Mileage for staff for business related travel at the mileage reimbursement rate of \$0.32 per mile estimated at 200.00 miles per month

Total Travel: \$1,032

D. SUPPLIES - includes the following but not limited to:

- **Supplies** includes general office supplies, computer and printing supplies that are consumable and include but are not limited to paper, toner, pens, files, etc and are estimated at \$436.00 per 2.79 FTE

Total Supplies: \$1,216

E. CONTRACTUAL - includes the following but not limited to:

- **Machine Equipment Rental** includes the lease cost of 3 Toshiba copiers at a cost of about \$1,310.00 at 2.79 FTE

Total Contractual: \$3,656

F. PARTICIPANT COSTS - includes the following but not limited to:

- **Supportive Services** includes expense associated with other supportive services (transportation, books, work/interview attire, work tools, etc.) estimated at \$750.00 per client.
- **Individual Training Account** estimated at \$3000.00 per client at 9 total clients
- **On-The-Job Training** estimated at \$5,000.00 per client at 8 total clients

Total Participant Costs: \$64,128

G. Other Direct Costs - includes the following but not limited to:

Other direct costs include the below:

- **Insurance** - General and Professional Liability estimated as \$3.00 per \$1,000.00 of total contract amount for an amount of about \$960.00
- **Communications** – Fax, Wireless Cell Phones & Connectivity estimated as \$75.00 per cell phone, plus \$55.00 per month for connectivity for WIFI hotspots. Telephone estimated at \$1,935.00 per 2.79 FTE.
- **Network Communications** estimated at \$1,704.00 per 2.79 FTE
- **Auditing** estimated as 0.20% of total contract amount for estimated \$640.00
- **Payroll Services** estimated as \$52.00 per 2.79 FTE
- **Application Hosting** – Quickbase/ResCare WORCs estimated as \$258.00 per 2.79 FTE
- **Background Check** estimated as \$55.00 per check estimated at 2 total checks for the year.
- **Dues and Subscriptions** includes the costs to verify employment for participants using Worknumber (TALX) and at an estimated cost of \$10.30 per check or 88 total checks.
- **Postage and Courier** estimated as \$24.00 per 2.79 FTE

Total Other Direct Costs: \$13,698

H. Indirect Cost

- **Indirect Costs** - represents the common costs associated with the efforts of RWS' operations and is estimated using the Modified Total Direct Method. Expense includes items such as salaries, fringe benefits, travel, administration, professional services that support local operations. WIOA Indirect is estimated as 10.62% of total direct expense.

Total Indirect Costs: \$22,331

I. Pay for Performance

- **Pay for Performance -**
 - a) The OED/WDB agree to the following performance matrix and incentive amounts for achievement
 - b) **Verification must include one of the following which are listed in order of desired documentation:**
 - **Participant Paystub**
 - **Employer Letter- signed and dated by employer**
 - **Participant self-attestation form-signed and dated**

Performance	AD	DW
Enrollment (247/50)	\$183.97	\$232.61
Placement (150/50)	\$302.93	\$232.61

Adult Enrollment pay for performance up to \$45,439.68

Adult Placement pay for performance up to \$45,439.68

DW Enrollment pay for performance up to \$11,630.55

DW Placement pay for performance up to \$11,630.55

Total Pay for Performance Costs: \$23,261

Total Amount Requested from OED: \$320,000



Program Budget and Cost Allocation Plan Summary

Contractor Name: Arbor LLC, dba ResCare Workforce Services
Project: General Funds
Contract Dates: 7/1/2019 to 6/30/2020
Program Year: 2019
Lisa Valdez

Budget Category General Fund BUDGET PY 19	Agency Total (All Funding Sources)		General Funds Project Costs		Total Project Costs		Other City & County of Denver Funding (Add applicable funding as indicated)		Other Federal Funding		Non-Federal Funding		Agency Total	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	70,394	100.00%	70,394	100.00%	70,394	100.00%		0.00%		0.00%		0.00%	70,394	100.00%
Payroll	56,793	100.00%	56,793	100.00%	56,793	100.00%		0.00%		0.00%		0.00%	56,793	100.00%
Travel	358	100.00%	358	100.00%	358	100.00%		0.00%		0.00%		0.00%	358	100.00%
Supplies	420	100.00%	420	100.00%	420	100.00%		0.00%		0.00%		0.00%	420	100.00%
Capital	1,200	100.00%	1,200	100.00%	1,200	100.00%		0.00%		0.00%		0.00%	1,200	100.00%
Participant Direct - Training Costs	-	0.00%	-	0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Other Direct Costs - Professional Services	4,270	100.00%	4,270	100.00%	4,270	100.00%		0.00%		0.00%		0.00%	4,270	100.00%
Indirect Costs	10,560	100.00%	10,560	100.00%	10,560	100.00%		0.00%		0.00%		0.00%	10,560	100.00%
City Fee Percentage	-	0.00%	-	0.00%	-	0.00%		0.00%		0.00%		0.00%	-	0.00%
Grand Total	110,000	100.00%	110,000	100.00%	110,000	100.00%		0.00%		0.00%		0.00%	110,000	100.00%

Budget Narrative General Fund PY19

- **PERSONNEL** - includes the following staff costs for DEI and Lives Empowered
- **Project Director:** (.05 FTE) annual salary of \$82,000.00
- **Project Director Incentive Wages:** (.05 FTE) 15% of base wages \$82,000.00 = \$12,300.00, incentive plan may vary from 0% to 150% of the base according to the plan described in ResCare's Short-Term Incentive Compensation Plan, provided to DEDO. Incentive plan is based on calendar year performance January 2019 to December 2019 to be reimbursed once per program year upon incentive payout.
- **Deputy Director:** (.05 FTE) annual salary of \$75,000.00
- **Project Accountant:** (.05 FTE) annual salary of \$73,000.00
- **Human Resources:** (.05 FTE) annual salary of \$50,000.00
- **Quality Assurance Manager:** (.05 FTE) annual salary of \$72,000.00
- **Business Services Coordinator** (1.12 FTE) annual salary of \$52,000.00

Staff responsibilities and/or levels are subject to adjustment based on funding levels and changes, OED/DEDO must approve all adjustments through minor modification.

Total Personnel costs: \$76,399

A. FRINGE BENEFITS - includes the following but not limited to:

- Effective fringe rate is 21.98%
- FICA estimated as 7.51% of wages
- FUTA estimated as 0.13% of wages
- SUI estimated as 0.25% of wages
- Medical estimated as 9.58% of wages
- Pension Benefits estimated at 0.80% of wages
- Worker's Compensation estimated as 3.71% of wages

Total Fringe Benefits: \$16,793

B. TRAVEL - includes the following but not limited to:

- **Travel includes:**
 - Parking for staff for business related travel is estimated about \$11.00 a month
 - Mileage for staff for business related travel at the mileage reimbursement rate of \$0.32 per mile estimated at 59 miles per month

Total Travel: \$358

C. SUPPLIES - includes the following but not limited to:

- **Supplies** includes general office supplies, computer and printing supplies that are consumable and include but are not limited to paper, toner, pens, files, etc and are estimated at \$309.00 per 1.36 FTE

Total Supplies: \$420

D. CONTRACTUAL - includes the following but not limited to:

- **Machine Equipment Rental** includes the lease cost of 3 Toshiba copiers at a cost of about \$882.00 at 1.36 FTE

Total Contractual: \$1,200

E. PARTICIPANT COSTS - includes the following but not limited to:

Total Participant Costs: \$0.00

F. Other Direct Costs - includes the following but not limited to:

Other direct costs include the below:

- **Insurance** - General and Professional Liability estimated as \$3.00 per \$1,000.00 of total contract amount for an amount of about \$330.00
- **Communications** – Fax, Wireless Cell Phones & Connectivity estimated as \$75.00 per cell phone, plus \$55.00 per month for connectivity for WIFI hotspots. Telephone estimated at \$1,324.00 per 1.36 FTE.
- **Network Communications** estimated at \$1,324.00 per 1.36 FTE
- **Auditing** estimated as 0.20% of total contract amount for estimated \$220.00
- **Postage and Courier** estimated as \$89.00 per 1.36 FTE

Total Other Direct Costs: \$4,270

G. Indirect Cost

- **Indirect Costs** - represents the common costs associated with the efforts of RWS' operations and is estimated using the Modified Total Direct Method. Expense includes items such as salaries, fringe benefits, travel, administration, professional services that support local operations. WIOA Indirect is estimated as 10.62% of total direct expense.

Total Indirect Costs: \$10,560

H. Pay for Performance

- **Pay for Performance -**

Total Pay for Performance Costs: \$0

Total Amount Requested from OED: \$110,000.00



Program Budget and Cost Allocation Plan Summary

Contractor Name:

Project :

Contract Dates:

Arbor LLC, dba ResCare Workforce Services

Lives Empowered

7/1/2019

to 6/30/2020

Lisa Valdez

Program Year:

2019

Budget Category Lives Empowered BUDGET PY 19	Agency Total (All Funding Sources)		Lives Empowered Project Costs		Total Project Costs		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Permanental	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Engage	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Travel	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Supplies	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Contractual	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Participant Direct - Training Costs	150,000	100.00%	150,000	100.00%	150,000	100.00%	-	0.00%	-	0.00%	-	0.00%	150,000	100.00%
Other Direct Costs - Professional Services	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Indirect Costs	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Pay for Performance	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Grand Total	150,000	100.00%	150,000	100.00%	150,000	100.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%

Budget Narrative Lives Empowered PY19

A. **PERSONNEL** - includes the following but not limited to:

Total Personnel costs: **\$0.00**

B. **FRINGE BENEFITS** - includes the following but not limited to:

Total Fringe Benefits: **\$0.00**

C. **TRAVEL** - includes the following but not limited to:

Total Travel: **\$0.00**

D. **SUPPLIES** - includes the following but not limited to:

Total Supplies: **\$0.00**

E. **CONTRACTUAL** - includes the following but not limited to:

Total Contractual: **\$0.00**

F. **PARTICIPANT COSTS** - includes the following:

- Incumbent Worker Training estimated at \$1000.00 per client at 150 total clients.

Total Participant Costs: **\$150,000**

G. **Other Direct Costs** - includes the following but not limited to:

Other direct costs include the below:

Total Other Direct Costs: **\$0.00**

H. Indirect Cost

Total Indirect Costs: **\$0.00**

Total Indirect Costs: **\$0.00**

Total Amount Requested from OED: **\$150,000**



Program Budget and Cost Allocation Plan Summary

Contractor Name: Arbor LLC, dba ResCare Workforce Services
Project: Supplemental Projection
Contract Dates: 7/1/2019 to 6/30/2020
Program Year: 2109
Lisa Valdez

Budget Category SUPPLEMENTAL FUNDING BUDGET PY 19	Agency Total (All Funding Sources)		SUPPLEMENTAL Project Costs		Total Project Costs		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Fringe		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Travel		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Supplies		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Contractual		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Participant Direct - Training Costs		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Other Direct Costs - Professional Services		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Indirect Costs		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
Pay for Performance		0.00%		0.00%	-	0.00%		0.00%		0.00%		0.00%		0.00%
CAP Projects	1,000,000	100.00%	1,000,000	100.00%	1,000,000	100.00%		0.00%		0.00%		0.00%		0.00%
Grand Total	1,000,000		1,000,000	100.00%	1,000,000	100.00%		0.00%		0.00%		0.00%	1,000,000	100.00%



Program Budget and Cost Allocation Plan Summary

Contractor Name:
Project :
Contract Dates:

Comprehensive
7/1/2019 to 6/30/2020

Program Year:

2019

Lisa Valdez

Budget Category	Agency Total (All Funding Sources)	COMPREHENSIVE Project Costs		Total Project Costs		Other City & County of Denver Funding (Add applicable funding as necessary)	Other Federal Funding		Non-Federal Funding		Agency Total	
		Amount	%	Amount	%		Amount	%	Amount	%	Amount	%
COMPREHENSIVE FUNDING BUDGET PY 18												
Equipment	844,819	844,819	100.00%	844,819	100.00%	0.00%		0.00%		0.00%	844,819	100.00%
Travel	185,698	185,698	100.00%	185,698	100.00%	0.00%		0.00%		0.00%	185,698	100.00%
Supplies	5,578	5,578	100.00%	5,578	100.00%	0.00%		0.00%		0.00%	5,578	100.00%
Contractual equipment lease	18,016	18,016	100.00%	18,016	100.00%	0.00%		0.00%		0.00%	18,016	100.00%
Participant Direct Training Costs	484,455	484,455	100.00%	484,455	100.00%	0.00%		0.00%		0.00%	484,455	100.00%
Other Direct Costs Professional Services	71,037	71,037	100.00%	71,037	100.00%	0.00%		0.00%		0.00%	71,037	100.00%
Indirect Costs	120,140	120,140	100.00%	120,140	100.00%	0.00%		0.00%		0.00%	120,140	100.00%
Pay for Performance	114,140	114,140	100.00%	114,140	100.00%	0.00%		0.00%		0.00%	114,140	100.00%
SUBELEMENTAL CAP Projection	1,000,000	1,000,000	100.00%	1,000,000	100.00%	0.00%		0.00%		0.00%	1,000,000	100.00%
Grand Total	2,830,000	2,830,000	100.00%	2,830,000	100.00%	0.00%		0.00%		0.00%	2,830,000	100.00%

EXHIBIT C

FISCAL SYSTEM DESIGN:

This section is designed to provide the financial and administrative requirements applicable to federally funded programs function as required partners in the One-Stop system. It contains the common requirements for grants and financial management found in OMB Uniform Guidance 2 CFR §200 and DOL Exceptions 2CFR §2900.

1.1 Cost Principles, Allowable Costs and Unallowable Costs

- 1.1.1 Costs must be necessary and reasonable. Any cost charge to a grant must be necessary and reasonable for the proper and efficient performance and administration of the grant. A grantee or subawardee is required to exercise sound business practices and to comply with its procedures for charging costs.
- 1.1.2 *Costs must be allocable:* A grantee may charge costs to the grant if those costs are clearly identifiable as benefiting the grant program. Costs charged to the grant should benefit only the grant program, not other programs or activities. In order to be allocable, a cost must be treated consistently with like costs and incurred specifically for the program being charged. Shared costs must benefit both the ETA grant and other work and be distributed in reasonable proportion to the benefits received.
- 1.1.3 *Costs must be authorized or not prohibited under Federal, State, or local laws or regulations:* Costs incurred must not be prohibited by any Federal, State, or local law.
- 1.1.4 *Costs must receive consistent treatment by a grantee:* A grantee must treat a cost uniformly across program elements and from year to year. Costs that are indirect for some programs cannot be considered direct ETA grant costs.
- 1.1.5 *Costs must not be used to meet matching or cost-sharing requirements:* A grantee may not use federally funded costs, whether direct or indirect, as match or to meet matching fund requirements unless specifically authorized by law.
- 1.1.6 *Costs must be adequately documented:* A grantee must document all costs in a manner consistent with GAAP. Examples include retaining evidence of competitive bidding for services or supplies, adequate time records for employees who charge time against the grant, invoices, receipts, purchase orders, etc.
- 1.1.7 *Costs must conform to ETA grant exclusions and limitations:* A grantee or sub-grantee may not charge a cost to the grant that is unallowable per the grant regulations or the cost limitations specified in the regulations.

2.1 Cash Management

Disbursements shall be processed through the Office of Economic Development (OED) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

- 2.1.1 The method of payment to the Contractor by OED shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses to OED on or before the last day of each month for the previous month's activity.
- 2.1.2 Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with OED policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.

- 2.1.3 The Contractor shall submit the final voucher for reimbursement no later than thirty (30) days after the end of the contract period.
- 2.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the Scope of Work.
- 2.1.5 The standardized OED "Expense Certification Form" should be included with each reimbursement or draw-down request.

3.1 Expense Guidelines

3.1.1 Payroll

- 3.1.1.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 3.1.1.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
- 3.1.1.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

3.1.2 Fringe Benefits

- 3.1.2.2 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

3.1.3 Food Purchases – will not be reimbursed.

- 3.1.4 Administration and Overhead Cost - Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by OED.

4.1 Per Diem and Travel Expense Limitation

- 4.1.1 Service providers are required to develop and maintain policies regarding compensation for staff and participant travel costs. Meals, lodging, rental cars, airfare, mileage for employee-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose.
- 4.1.2 Documentation of the purpose and cost of travel must be maintained. The documentation should include the time of travel in order to compute and verify allowed per diem amounts. No employee may be reimbursed for expenses incurred in going to and from work. Lunches and/or dinners in your home office city outside the scope of an agenda are prohibited.

5.1 Procurement, Inventory and Disposal

- 5.1.1 Service providers are delegated authority to make purchases of equipment, supplies and services as described below. Service providers are responsible for ensuring the vendors selected are not debarred or suspended by checking the information on the following federal government website: <http://epls.arnet.gov>.
- 5.1.1.1 *Micro Purchases* – under \$3,000. All service providers may purchase items with a value of less than \$3,000 using any open and fair procurement method that best meets the agency's needs. The method should assist the service provider in obtaining a high quality product for a fair price. Documentation should be maintained of the need for the item and its benefit to the program.
- 5.1.1.2 *Limited Solicitation for Services* - Purchases between \$3,001 to \$25,000. Service providers must maintain a fair and open procurement process meeting the criteria for small purchases. This requires a documented solicitation from a minimum of three viable sources, if available, either orally or in writing. In addition, the service provider must obtain and document prior approval from the Bureau for the purchase, and maintain documentation of the following: bid and rating criteria; advertising and public notice of the bid opportunity; responses received; and reason for the decision.
- 5.1.1.3 *Formal Competition* - Large Purchases over \$25,000 for services and \$50,000 for supplies. Large purchases are typically included in the provider agreement as part of the major purpose of the provider agreement, although this is not a requirement. Large purchases are subject to all the requirements of medium purchases, and in addition must use a formal, closed-bid procurement process. Service providers must obtain and document prior approval from OED.
- 5.1.1.4 *Inventory*- Service providers must maintain physical control of the asset to ensure adequate safeguards are in place to prevent loss, damage or

theft of property. Adequate maintenance procedures must be in place to keep the property in good condition.

- 5.1.1.5 *Disposition Service* - Providers may dispose of equipment and supplies according to agency policy when the fair market value of the equipment unit, or the aggregate fair market value of the supplies, is less than \$5,000.

6.1 Program Income

- 6.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 6.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 6.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY OED, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by OED.

7.1 General Reimbursement Requirements

- 7.1.1 *Invoices:* All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

8.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

- 8.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 8.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 8.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 8.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 8.1.5 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 8.1.6 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 8.1.7 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 8.1.8 The Contractor shall participate, when applicable, in OED provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

9.1 Audit Requirements

- 9.1.1 The Service Provider is responsible for independent annual audits of its Provider Agreement and costs associated therewith. If a Service Provider qualifies under the Single Audit Act amendments of 1996, the Service Provider shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance §2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States.

- 9.1.2 Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.
- 9.1.3 Responsibility for audit costs and for maintaining complete financial records remains with the service provider.
- 9.1.4 Service providers having a single audit conducted are to inform the auditing firm that audits are to be made in accordance with the:
- *Generally Accepted Governmental Auditing Standards (GAGAS)*
 - *OMB Uniform Guidance 2 CFR §200 Subpart F*
 - *AICPA Generally Accepted Auditing Standards*

10.1 Budget Modification Requests

- 10.1.1. All modification to the budget require submittal by Contractor of a written justification and the new budget documents.
- 10.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to OED prior to the last Quarter of the Contract Period, unless waived in writing by the OED Director.

11.1 Bonding

- 11.1.1 OED may require adequate fidelity bond coverage, in accordance with §24 C.F.R. 84.21, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

12.1 Records Retention

- 12.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.
- 12.1.3 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

- 12.1.4 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

13.1 Contract Close-Out

- 13.1.1 All Contractors are responsible for completing required OED contract close-out forms and submitting these forms to their appropriate OED Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by OED in writing.
- 13.1.2 Contract close out forms will be provided to the Contractor by OED within thirty (30) days prior to end of contract.
- 13.1.3 OED will close out the award when it determines that all applicable administrative and all required work of the contract have been completed.

14.1 Collection of Amounts Due

- 14.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, OED may 1) Make an administrative offset against other requests for reimbursements, 2) other action permitted by law.

EXHIBIT D - GENERAL CONDITIONS
ARTICLE 1
PROGRAM ADMINISTRATION

SEC. 101. Records Maintenance, Performance Monitoring and Audits.

A. The Contractor shall maintain a complete file of all records, notes, reports, communications, documents and other materials ("Program Records") that pertain to the operation of the program/project or the delivery of services under this Agreement. Such files shall be sufficient to properly reflect all direct and indirect costs of labor, materials, equipment, supplies and services, and other costs of whatever nature for which a contract payment was made. Program Records shall be maintained according to generally accepted account principles and shall be easily separable from other Contractor records. These records shall also be maintained in accordance with requirements prescribed by the Federal or State Government or the City with respect to all matters covered by the Contract.

B. Except for disclosures to the City as required in this Agreement and to the extent such disclosures are permitted by applicable law, the Contractor shall maintain the confidentiality of any and all confidential information acquired or maintained by the Contractor under this Agreement. The Contractor shall have written policies governing access to, duplication and dissemination of, all such information and advise its employees and agents, if any, that they are subject to these confidentiality requirements or as may be required by applicable law.

C. The Contractor shall obtain on behalf of the City, the State Government or the Federal Government, any all necessary consent forms from participants receiving services under this Agreement authorizing the release of any and all Program Records to said entities for contract and performance monitoring purposes only. The City shall protect the confidentiality of Program Records received from the Contractor.

D. The Contractor authorizes the State, the federal government or their designee, to perform audits and/or inspections of its records, at any reasonable time to assure compliance with the state or federal government's laws, regulations, rules, requirements and conditions governing this Agreement and to monitor and/or evaluate all activities of the Contractor under this Agreement. Monitoring and/or evaluation may consist of internal evaluation procedures, reexamination of program data, special analysis, on-site verification, formal audit examinations, or any other procedures as deemed reasonable and relevant by the City. All such monitoring shall be performed in a manner that will not unduly interfere with the Contractor's work under this Agreement. Any amounts improperly paid to the Contractor shall be immediately return to the City or may be recovered in accordance with other remedies.

SEC. 102. Reports and Information. At such times and in such forms as the Federal, or the State Government or the City may require, the Contractor shall furnish to the Federal, or the State Government or the City, such statements, records, reports, data and information, as the Federal or the State Government or the City may request pertaining to matters covered by the Agreement, or related to implementation of the Agreement.

SEC. 103. Federal Governments Requirements. Unearned payments under the Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the Federal Government at any time; or if any entitlement to the City under Federal Law is suspended or terminated.

SEC. 104. Accounting.

A. Records shall provide accurate, separate, and complete disclosure of fund status. Supportive documentation shall be provided for all disbursements. The Contractor will maintain auditable records - i.e., records must be current and traceable to the source documentation of unit transactions.

B. All accounting functions for the contract must be performed in the Metropolitan Denver Area as defined by the boundaries of the Standard Metropolitan Statistical Area, unless waived by the Office of Economic Development's Director of Workforce Development, (the Director).

C. Disbursements shall be processed through the City and County of Denver Controller's Office by the OED Financial Management Unit.

D. The Contractors shall maintain separate accountability for OED funds.

E. Proper reporting to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld shall be adhered to. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

F. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.

G. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible.

SEC. 105. Vouchering Requirements.

A. In order to meet the Federal Government and/or State of Colorado requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to OED in order to be paid.

1. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. The second exception will be that costs cannot be reimbursed until they total a minimum of \$15 unless it is a final payment voucher or the final voucher for the fiscal year (ending December 1)

B. No more than four (4) vouchers may be submitted per contract per month.

C. Agreements that start in one fiscal year and end in the subsequent fiscal year, are required to have all vouchers for the fiscal year be submitted correctly, within forty five (45) days of the Agreement end date, in order to be paid.

D. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

SEC. 106. Bonding. Every agency or employee who receives or deposits Federal Government and/or State of Colorado funds into program accounts or issues financial documents, checks or other instruments of payment for program costs shall be bonded to provide protection against loss. The amount of coverage shall be the highest advance received through check or drawdown during the contract period.

SEC. 107. Personnel.

A. The Contractor shall submit to OED their written agency personnel (including complaint and grievance procedures) and Equal Employment Opportunity (EEO) policies as required in OED's Policy Series and have such policies approved within thirty (30) days of the Agreement start date or the Agreement may be terminated.

B. The Contractor shall submit to the OED Contract Specialist a copy of the agency written personnel policies and procedures within thirty (30) days of the Agreement start date. The Contractor is responsible for providing OED with any written revisions to the personnel policy during the term of this Agreement.

SEC. 108. Contract Monitoring & Compliance With Applicable Audit Requirements.

A. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at OED which has program management responsibility.

B. All reports submitted by the Contractor shall be utilized as part of the determination of Agreement success.

C. All reviews shall be conducted in accordance with internal OED procedures. Procedures will be available to the Contractor prior to any review.

D. The Contractor is subject to final program audit. The City Auditor reserves the right to select the audit firm. The Contractors shall provide all appropriate records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of OED regarding the resolution of audit exceptions.

E. The contractor is responsible for independent annual audits of its Agreement and costs associated therewith. If the Contractor qualifies under the Single Audit Act amendments of 1996, the Contractor shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards General of the United States. Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.

SEC. 109. OED Equipment.

A. Contractors will be held accountable for all City property in their possession until relieved of that responsibility in accordance with terms established by OED's Financial Management Unit. Contractors shall be held responsible for reasonable care and control of all property in its possession, which shall include:

1. Marking with departmental decals or stencils all government property obtained through any government Employment and Training Administration grant, which includes all funds provided by OED;

2. Maintaining appropriate maintenance contracts for equipment;

3. Maintaining reasonable safeguards against theft; and

4. Contractors shall reimburse OED for the value of missing property in accordance with the OED Policy Series.

B. OED will conduct an annual property inventory which will involve a comparison and reconciliation of the latest OED inventory records with the actual physical property that exists (or is missing) at each contractor site.

SEC. 110. Advertisement and Public Notices. Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other methods to attract Participants or employers into an OED funded activity shall first notify the appropriate OED staff prior to release or publication of this information. In any event, all announcements, etc., must include the following statement: "The funding source for this activity is the City and County of Denver, Office of Economic Development" in addition to including the required funding stream denotation as required.

SEC. 111. Assurances.

A. The Contractor, in operating programs funded under the Grant, further assures that it will administer its program under the Act in full compliance with safeguards against fraud and abuse as set forth in the Federal regulations.

B. The Contractor will comply with all Priority of Service for Veteran requirements, including that veterans and eligible spouses are given priority over noncovered persons for the receipt of employment, training, and placement services provided under a qualified job training program. See, https://www.colorado.gov/pacific/sites/default/files/PGL-VET-2014-02_Priority-of-Service-for-Veterans-change-1.pdf.

C. The Contractor will provide employment and training services to eligible individuals as set forth in applicable laws governing the programs and activities funded by this Agreement. For the Workforce Innovation and Opportunity Act, see requirements concerning individuals with a barrier to employment: displaced homemakers; low-income individuals; Indians, Alaska natives, and Native Hawaiians; individuals with disabilities, including youth who are individuals with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act; Single parents (including single pregnant women); long-term unemployed individuals; and such other groups as the Governor determines to have barriers to employment. <https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

D. Nondiscrimination and equal opportunity under WIOA. Section 188 of WIOA and 29 CFR Part 38.

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, and by its signature to the Agreement, the Contractor, as a grant subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and • Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

2. The Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. Other federal requirements. The Contractor will comply with the following federal laws, regulations, and executive order:

1. Executive Order 13160 Nondiscrimination on the Basis of Race, Sex, Color, National Origin, Disability, Religion, Age, Sexual Orientation, and Status as a Parent in Federally Conducted Education and

SEC. 112. Charging of Fees.

- A. Contractors may not charge participants a fee for the placement of that Participant into an OED training or employment program.
- B. Contractors may not charge participants a fee for job referral or placement.

SEC. 113. Theft or embezzlement from employment and training funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions.

- A. Under the law, a contracting agency and any member of its staff is criminally liable if s/he:
 - 1. Knowingly hires an ineligible individual;
 - 2. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the contract;
 - 3. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
 - 4. Willfully obstructs or impedes an investigation or inquiry under Colorado Works Program Act (CWPA);
 - 5. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by CWPA funds to any person as consideration, or reward for any political action by or for the support or opposition to any candidate of any political party;
 - 6. Directly or indirectly knowingly causes or attempts to cause any person to make a contribution of a thing of value (including services) for the benefit of any candidate or any political party, by means of the denial or threat of denial of any employment or benefit funded under the Act.

**ARTICLE 2
DISBURSEMENTS AND ACCOUNTING**

SEC. 201. Charges Against Project Account.

- A. Payments under Reimbursement Contracts shall be made on actual costs incurred and supported by all necessary and appropriate documentation. Fee-for-Service contracts shall be reimbursed for documented services performed based on the negotiated rate.
- B. The City shall not reimburse or pay any expenditures, costs or payments that are inconsistent with the last approved budget; PROVIDED, HOWEVER, that said budget may be revised for more efficient and effective use of monies available under the Contract upon written request by the Contractor to the City and written approval thereof by the City.
- C. At any time or times prior to final payment under this Contract, the City may have the invoices and statements of cost audited. Each payment theretofore shall be subject to reduction for amounts included in the related invoice or voucher which are found by the City on the basis of such audit, not to constitute allowable costs. Any payment may be reduced for over-payment, or increased for under-payments, on preceding invoices or vouchers.
- D. After the City has accepted the services actually performed under the Contract, it may require the Contractor to prepare a summary of services and the value thereof, together with such other records, reports and data as the City may require. All prior approvals and payments shall be subject to correction in the final summary and payment; but in the absence of effort or manifest mistake, it shall be understood that all payments, when approved, shall be evidence of the services performed; PROVIDED, HOWEVER, that all payments made by the City to the Contractor shall be made subject to correction in

accordance with the audit findings of the City or the Federal Government of the Contractor's books and records relating to its costs and contributed services for the preparation or completion of the services and work under the Contract, and the Contractor shall promptly repay the City the amount that such payments exceed the total amount payable to the Contractor in accordance with the provisions of the Contract and as determined on the basis of such audit and inspection. From the total amount of the final payment, there shall be deducted first all previous payments made to the Contractor under the Contract; and second, all damages, ineligible costs under the Contract, and other charges properly chargeable to the Contractor and the balance, if any, shall be paid to the Contractor; PROVIDED, HOWEVER, that prior to the payment to the Contractor of the final payment, the Contractor shall first furnish the City evidence in affidavit form that all claims, liens or other obligations incurred by it and all of its subcontractors or agents in connection with the performance of the services have been properly paid and settled.

E. Prior to final payment under this Contract, the Contractor and each assignee under the Contract whose assignment is in effect at the time of the final payment under the Contract shall, within such time as the City may designate not to exceed sixty (60) days from the termination of the Contract for any reason whatsoever, execute and deliver as required by the City:

1. An assignment to the City in form and substance satisfactory to the City of refunds, rebates, credits and other amounts (including any interest thereon) properly allocable to costs for which the Contractor has been reimbursed by the City under the Contract; and

2. A release in such form as the City may prescribe, discharging the City, its officers, agents and employees from all liabilities, obligations and claims arising out of or under this Contract.

F. Contract funds remaining unspent by the Contractor at the termination of the Contract for any cause whatsoever shall be returned to the City within such time following the termination as the City may set. Interest shall accrue in the favor of the City at the rate of eight percent (8%) per annum on such funds thereafter.

SEC. 202. Method of Payment and Disbursements.

A. On a regular basis in the due course of conducting its business during the term of this Contract, based upon certain reports and records required by the City of the Contract, the City will approve the dollar value of services under the Contract completed by the Contractor during the preceding performance period. After approval by the City, these reports and records will serve as a basis for a partial payment by the City to the Contractor. The City may withhold the final ten percent (10%) of the money made available under the Contract pending the making of final settlement and final payment as set forth herein.

B. The Contractor shall request payment of the monies available under the Contract on such basis and in such amounts and at such times and under or subject to such conditions as the City may specify. The City agrees to establish a payment procedure that will provide funds in a timely and regular manner.

SEC. 203. Accounting Controls.

A. The Contractor shall assist the City, as necessary, in making an evaluation of the Contractor's internal control system, fidelity bonding coverage, accounting and report systems prior to any payment being made under this Contract. The Contractor shall assist the City as necessary in documenting the adequacy or inadequacy of said systems and in continual monitoring for accuracy of such systems, allowing the City and the Federal Government free and ready access to the plants or offices of the Contractor at reasonable times for on-site inspection and audit.

B. Accounting System. The Contractor will establish and maintain on a current basis for accounting of funds available under the Contract an accounting system in accordance with generally accepted accounting principles and standards.

C. Designation of Depository. The Contractor shall designate to the City a commercial bank which is a member of the Federal Deposit Insurance Corporation, acceptable to the City, to be the depository for the receipt of funds under the terms of the Contract. After the City has satisfied itself as to

the propriety of the account, it may deposit funds made available hereunder into said account. The commercial bank selected must fully insure and secure against loss continuously all funds on deposit in excess of the amount insured by a Federal or State Agency.

ARTICLE 3 MISCELLANEOUS

SEC. 301. Personnel.

A. The Contractor represents that it has, or will secure with funds available for same under this Agreement, all personnel required in performing its services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder of the Contractor will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

SEC. 302. Sales and Use Taxes. Nothing herein shall be deemed to exempt the Contractor or any subcontractor from payment of the Sales Tax or the Use Tax of the City. In accordance with applicable State and Local law, the Contractor will pay, and require subcontractors to pay, all sales and use taxes on tangible personal property, including that built into a project or structure, acquired in pursuance of the Contract. Any and all refunds claimed and received by the city shall not affect any bid price or contract price under the Contract.

SEC. 303. Extension of Time. The Contractor shall be considered as having taken into account all hindrances and delays incidental to such services, and will not be granted an extension of time on account thereof.

SEC. 304. Singular and Plural. Wherever in the Agreement or any Exhibit thereto the singular or plural form of a noun is used, the meaning may be taken to be either plural or singular, unless the intent taken in the context of the sentence would be changed.

ARTICLE 4 PREVAILING WAGE REQUIREMENTS

SEC. 401. Labor Standards and Wage Rates.

A. The City, the Contractor and any subcontractor in the performance of work on any construction contract (project), twenty-five percent (25%) or more of the costs of which are paid from contract entitlement funds: (1) will be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a--276a-7); and (2) will be covered by labor standards specified by the Secretary of Labor pursuant to 29 C.F.R., Parts 1, 3, 5, and 7.

B. In situations in which the Davis-Bacon Act (40 U.S. C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5) standards are applicable, (generally construction contracts in excess of \$2,000), the Contractor or any subcontractor shall comply with all requirements and must file with the regional office of the United States Department of Labor a Standard Form 308 requesting a wage determination for each intended project at least thirty (30) days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 C.F.R. 5.5 are incorporated in any subcontract specifications. The City, the Contractor and any Subcontractor must also satisfy itself that the successful bidder is made aware of its labor standards responsibilities under the Davis-Bacon Act.

C. In the event that the Davis-Bacon Act is deemed not to apply to this Agreement, but yet the Services to be provided hereunder nonetheless require construction or constructions services, then Section 20-76 of the Denver Revised Municipal Code pertaining to Payment of Prevailing Wages shall apply.

D. If any subcontract involving subcontractors other than State agencies shall involve the construction or maintenance of a public work as set forth in Section 20-76 of the Revised Municipal Code of the City, the following provisions shall apply:

1. Any person or company other than a State agency entering into a subcontract with the State for the construction of any public building or the prosecution or completion of any public work or for repairs upon any public building or public work, shall be required before commencing work, to execute, in addition to all bonds that may now or hereafter be required of them, a penal bond, with good and sufficient surety or sureties, to be approved by the Manager of Public Works of the City, conditioned that such contractors shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or it, or his or its subcontractors with labor or materials, or with labor and materials used or performed in the prosecution of the work provided for in such contract, and will indemnify the City to the extent of any and all payments in connection with the carrying out of any such contracts with said City may be required to make under the law.

2. Every worker, mechanic or other laborer employed by any Contractor or subcontractor in the work of drainage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the City, or for any department of the City, or financed in whole or in part by the City or any department of the City, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the City, or for any department of the City, or financed in whole or in part by the City, or any department of the City, shall be paid not less than the wages prevailing for the same class and kind of work in the City as determined by the Career Service Board of the City under Section D hereof.

3. For every subcontract in excess of \$2,000.00 which requires the performance of work involving drainage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building, or the prosecution of any such public work, the minimum wages to be paid for every class of labor, mechanics or work shall be not less than the scale of wages from time to time determined by said Career Service Board to be the prevailing wages under Section (D) hereof; no increase or increases in such minimum wages shall result in any increased liability on the part of the City, and the possibility and risk of any such increase or increases is assumed by the Contractor.

4. It shall be duty of said Career Service Board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of the Subcontract, which determination shall be made periodically at least every six months, and as frequently as may be considered necessary by said Career Service Board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, said Career Service Board shall give reasonable public notice of the time and place of the hearing concerning such proposal determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing Wages" shall mean, for each class of work, (a) the rate of pay currently and most commonly paid to laborers, mechanics and workers performing such classes of work in the City, and (b) the overtime and other benefits currently and most commonly granted to such workers, mechanics, and laborers in the City; except that where the work involved is that of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work, "Prevailing Wages" shall mean, for each class of work, the rate of pay currently and most commonly paid and the overtime and other benefits currently and most commonly granted to such workers, mechanics and laborers in the construction industry of the City.

5. The Contractor and every Subcontractor under the Contract shall pay every worker, mechanic and laborer employed under the Contract, not less than the scale of wages as determined by said Career Service Board under Section D hereof to be the prevailing rate. The Contractor and its subcontractors shall pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications. Further, the Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all Subcontractors working under it. In the event the Contractor or any Subcontractor shall fail to pay such wages as are required by the Contract, the Auditor of the City shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor of the City evidence satisfactory to him that such wages so required by the Contract have been paid. Further, the Contractor shall furnish to the Auditor of the City each week during which work is in progress under the Contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the Contract, either by the Contractor or Subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the Contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. Said copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers and other workers working under the Contract either for the Contractor or Subcontractors, that payments were made to the workers, laborers, and mechanics as set forth in said payroll records, that no deductions were made other than those set forth in said records, and that all workers, mechanics and other laborers employed on work under the Contract, either by the Contractor or Subcontractor, have been paid the prevailing wages. In the event that any laborer, worker or mechanic employed by the Contractor or Subcontractor under the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid as aforesaid, the City may, by notice to the Contractor or Subcontractor, suspend or terminate its right to proceed with the work, or such part of the work as to which there has been a failure to pay said required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the Contractor and its sureties shall be liable to the State or City for any excess costs occasioned the City thereby.

6. No warrant or demand for payment to the Contractor or Subcontractor shall be drawn or allowed by the Auditor of the City unless the Contractor or Subcontractor shall have filed with said Auditor the reports and statements required by Section E hereof nor while any such Contractor or Subcontractor under it shall be in default in the payment of such wages as are required by the Contract.

7. The Provisions of Sections B through G hereof, inclusive, shall constitute a part of every contract of employment between the Contractor and any subcontractor not a State agency and his or its employee performing work covered by the provisions of said sections.

SEC. 402. Use of Property. Whenever Contract funds available for use in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment, supplies, materials and other personal property used for the administration of the program), a title to said property shall not be transferred for a period of five (5) years from the date of purchase or completion of construction without the approval of the City. Should it be desirable to sell the property or otherwise transfer the ownership before expiration of the five-year period, a request must be submitted to the City for prior approval.

ARTICLE 5 PERSONAL PROPERTY

SEC. 501. Purchases and City Property.

A. The Contractor agrees to use its best efforts to obtain all supplies and equipment for use in the performance of this Contract at the lowest practicable cost, in a way not inconsistent with Section 20-61 through 20-67 of the Revised Municipal Code. Any public Contractor may procure its supplies from State or local government sources without regard to any other provision of the Contract to the extent required by State or local law. The City will assist the Contractor and its subcontractors in the following procedures for procurement of supplies and equipment.

B. Title to all non-expendable personal property furnished by the City, if any, shall remain in the City. Title to all such property acquired by the Contractor including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed in whole or in part as direct item of cost under the Contract, shall immediately vest in the City upon delivery of such property by the vendor. Title to other such property, the cost of which is to be reimbursed to the Contractor under this Contract, shall immediately vest in the City upon (i) issuance for use of such property in the performance of the Contract; or (ii) commencement of processing or use of such property in the performance of the Contract; or (iii) reimbursement of the cost thereof by the City, whichever first occurs. Title to the City property shall not be affected by the incorporation or attachment thereof if any part thereof be or become a fixture or lose its identity as personality by reason of affixation to any realty. All City-furnished property, and all property acquired by the Contractor, title to which vests in the City under this paragraph, are subject to the provisions of this clause and are herein collectively referred to as "City Property".

C. The Contractor agrees to accept as correct the records of the City relating to the identification and marking, segregation and co-mingling and taking of inventories of City property. The Contractor shall maintain and administer in accordance with sound business practice, a program for the maintenance, repair, protection and preservation of City property so as to assure its full availability and usefulness for the performance of the Contract. The Contractor shall take reasonable steps to comply with all appropriate directions or instructions which the City may prescribe as reasonably necessary for the protection of the City property including the removal and shipping of City property, where the City deems that the interest of the City requires the removal of such property.

D. The City property shall be used only for the performance of this Contract and its use by the Contractor is understood and agreed to be part of the consideration for which services are provided.

E. The Contractor shall not be liable for any loss of or damage to the City property, or for expenses incidental to such loss or damage, except that the Contractor shall be responsible for any loss or damage (including expenses incidental thereto):

1. Which results from willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of its managers, superintendents or other equivalent representatives;

2. Which results from a failure on the part of the Contractor, due to the willful misconduct or lack of good faith on the part of its directors, officers or other representatives mentioned in (1) above to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection and preservation of City property as required by Paragraph (D) hereof, or to take all reasonable steps to comply with any appropriate written directions of the City under Paragraph (D) hereof;

3. For which the Contractor is otherwise responsible under the express terms of the Contract;

4. Which results from a risk required to be insured under the Contract; or

5. Which results from a risk which is, in fact, covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement.

The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the City property, except to the extent that the City may have required the Contractor to carry such insurance under any provisions of the Contract.

F. If the Contractor transfers City property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of or damage to the property

as set forth in Paragraph (F) hereof. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of or damage to the property while in the latter's possession or control, except to the extent that the subcontractor, with the prior approval of the City, provides for the relief of the Contractor from such liability. In the absence of such approval, the subcontractor shall maintain appropriate provisions requiring the return of all City property in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of the Contract.

G. In the event the Contractor is indemnified, reimbursed or otherwise compensated for any loss or destruction of or damage to the City property, it shall use the proceeds to repair, renovate or replace the City property involved, or shall credit such proceeds against the cost of the work covered by the Contract or shall otherwise reimburse the City, as directed by the City. The Contractor shall do nothing to prejudice the City's rights to recover against third parties for any such loss, destruction or damage and, upon the request of the City, shall, at the City's expense, furnish to the City all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the City) in obtaining recovery. In addition, where the subcontractor has not been relieved from liability for any loss or destruction of or damage to City property, the Contractor shall enforce the liability of the subcontractor for such loss or destruction of or damage to the City property for the benefit of the City.

H. Upon the completion of the Contract, or at such earlier date as may be fixed by the City, the Contractor shall submit to the City in a form acceptable to it, inventory schedules covering either all items of City property, or all items of City property not theretofore delivered to the City, and shall deliver or make such other disposal of such City property as may be directed or authorized by the City. The net proceeds of any such disposal shall be credited to the cost of the work covered by the Contract or shall be paid in such manner as the City may direct.

I. Unless otherwise provided herein, the City:

1. May abandon any City property in place, and thereupon all obligations of the City regarding such abandoned property shall cease; and

2. Shall not be under any duty or obligation to restore or rehabilitate, or to pay the costs of the restoration or rehabilitation of, the Contractor's plant or offices or any portion thereof which is affected by the abandonment or removal of any City property.

J. All communications issued pursuant to this Section shall be in writing.

ARTICLE 6 FIDELITY BOND

SEC. 601. Fidelity Bonding Assurance. Prior to the initial disbursement of funds to the Contractor, the City may request that fidelity bonding be obtained from the surety of the Contractor evidencing that all persons handling funds received or disbursed under the program are covered by fidelity insurance in an amount and manner consistent with the coverage of comparable City employees and consistent with sound fiscal practice. If the bond of any employee of the Contractor is cancelled or coverage is substantially reduced, the Contractor shall notify the City and shall not disburse any funds thereafter until the City receives and acknowledges assurance from the Contractor that adequate insurance coverage has been obtained.

ARTICLE 7 REQUIRED CONTRACT CLAUSES FOR ETA GRANTS

SEC. 701. Executive Order 11246. The Contractor must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 DFR chapter 60).

SEC. 702. Copeland "Anti-Kickback" Act If this agreement involves construction or repair work, it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR Part 3).

SEC. 703. Contract Work Hours and Safety Standards Act The Contractor shall comply with all Federal, State, and Municipal Act, laws, ordinances, rules and regulations relating to minimum wages and maximum hours of work, including Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

SEC. 704. Clean Air Act Notwithstanding any other provision, the Contractor agrees to comply with the Clean Air Act, as amended, (42 U.S.C. 1857 et seq.), the Clean Water Act, as amended (33 U.S.C. 466 et seq.), and the standards issued pursuant thereto, in facilities which are involved in the activities receiving assistance. All subcontracts will include provisions required by regulations issued by the Department of Labor with respect to the Clean Air Act of 1970 and the Federal Water Pollution Control Act.

SEC. 705. Energy Policy and Conservation Act The Contractor shall comply with all applicable 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, Public law 94-163, 89 Stat. 871.

SEC. 706. Lobbying Certification

A. None of the funds provided under this Agreement shall be used to influence or attempt to influence any elected or public official to support or defeat any legislation or rules and regulations pending before the Council of the City or the General Assembly of the State of Colorado.

B. Contractor assures and certifies compliance with applicable federal law 45 C.F.R. Part 93 for TANF; 29 C.F.R. Part 93 for WIA; and 45 C.F.R. Part 93 for the Refugee Act.

SEC. 707. Federal Debarment This Agreement is subject to the prohibitions on contracting with a debarred organization set out in U.S. Executive Order 12549, Debarment and Suspension implemented at 45 C.F.R. Part 76. By its signature below, the Contractor assures and certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor shall provide immediate written notice to the Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this Article 34, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this Article 34, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

SEC. 708. Nepotism

A. No sub awardee or employing agency may hire a person in an administrative capacity, staff position, public-service employment position or on-the-job training position funded under the Act, if a member of that person's immediate family is engaged in an administrative capacity for the recipient or program agent from which the sub awardee or employing agency obtains its funds. To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such state or local requirement shall be followed.

B. For purposes of this section:

1. The term "immediate family" means wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

2. The term "person in an administrative capacity" includes those persons who have overall administrative responsibility for a program, for the obtaining of and/or approval of any grant funded under the Act, as well as other officials who have influence or control over the administration of the program, such as the project director, deputy director and unit chiefs, and persons who have selection, hiring, placement or supervisory responsibilities for public service employment or OJT participants.

3. The term "staff position" includes all CWPA staff positions funded under the Act, such as instructors, counselors and other staff involved in administrative training or service activities.

SEC. 709. Prohibited Political Activity and Political Patronage None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

A. No program under the Act may involve political activities.

B. No participant may engage in partisan or non-partisan political activities during work hours.

C. No participant may be employed or out-stationed in the office of a member of Congress or a state or local legislator or on any staff of a legislative committee.

D. No participant may be employed or out-stationed in the immediate office of any chief elected executive official (such as the Mayor).

E. No participant may be employed or out-stationed in positions involving political activities in the offices of other elected executive officials (such as a City Council Officer).

F. Contractor staff and participants must comply with the provisions of the Hatch Act.

G. A Contractor may not select or promote a participant based on that individual's political affiliation or belief.

H. A Contractor may not select or advance an employee as a reward for political services or as a form of political patronage whether or not the political services or patronage is partisan in nature.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)
3/1/2019

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	LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED	Arbor E&T, LLC 1366591 dba ResCare Workforce Services 805 N. Whittington Pkwy Louisville KY 40222	INSURER A: ACE American Insurance Company	22667
		INSURER B: Endurance American Insurance Company	10641
		INSURER C: See Attached	
		INSURER D: Indian Harbor Insurance Company	36940
		INSURER E: Great American Insurance Company	16691
		INSURER F:	

COVERAGES RESCA01

CERTIFICATE NUMBER: 14032217

REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Prof. Liability ☒ Sex Abuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	XSLG7109683A (OCCURRENCE FORM)	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ISAH25158702	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	XSC30000119102 (AUTO & EL ONLY)	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED			☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D E	Misc Prof. Lia. Crime	N	N	MPP 0033978 08 SAA 052 11 97 05	7/1/2018 7/1/2018	7/1/2019 7/1/2019	\$5M claim/\$5M agg; Ded \$150K/claim Emp Theft-\$5M per Occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER. APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Sexual Abuse / Molestation coverage is not excluded; Contract #AA-26769-15-55-A-8; Certificate holder is amended to include: the City and County of Denver, its elected and appointed officials and employees.

CERTIFICATE HOLDER

CANCELLATION See Attachments

14032217

City & County of Denver,
Office of Economic Development/
Division of Workforce Development
201 W. Colfax Ave #907
Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

9/1/2019

DATE (MM/DD/YYYY)
9/7/2018

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 LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1368543 Arbor E&T, LLC dba ResCare Workforce Services 805 N. Whittington Pkwy Louisville KY 40222	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co Pitts. PA	NAIC # 19445
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES RESCA01**CERTIFICATE NUMBER: 15479090****REVISION NUMBER: XXXXXXXX**

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	NOT APPLICABLE			PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Cyber	N	N	01-825-17-60	9/1/2018	9/1/2019	\$10M Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sexual Abuse / Molestation coverage is not excluded; Contract #AA-26769-15-55-A-8; Certificate holder is amended to include: the City and County of Denver, its elected and appointed officials and employees.

CERTIFICATE HOLDER**CANCELLATION****15479090**

City & County of Denver,
Office of Economic Development/
Division of Workforce Development
201 W. Colfax Ave #907
Denver CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Colorado Department of Labor & Employment
Workforce Development Programs
AFFIDAVIT OF IMMIGRATION STATUS

Print Your Name: Social Security Number:

Are you a United States (U.S.) citizen? ☐ Yes ☐ No

If No, verify or provide your alien permit number. Alien Permit Number

If you are not a U.S. citizen, are you in satisfactory immigration status? ☐ Yes ☐ No

In accordance with the Colorado Revised Statutes 24-76.5, you must possess one of the following forms of identification (ID). Check the appropriate box and provide the ID number and the expiration date, if any. If you do not possess one of the forms of ID listed and do not provide the requested information, your benefits may be denied.

☐ Colorado Driver's License

ID Number

Expiration Date

☐ Colorado Identification Card

ID Number

Expiration Date

☐ U.S. Military Card

ID Number

Expiration Date

☐ Military Dependent Identification Card

ID Number

Expiration Date

☐ U.S. Coast Guard Merchant Mariner Card

ID Number

Expiration Date

☐ Native American Tribal Document

ID Number

Expiration Date

☐ U.S. Passport

ID Number

Expiration Date

☐ Other ID:

ID Number

Expiration Date

Affirmation

I affirm under penalty of perjury that the above information is true to the best of my knowledge. I understand that my lawful presence in the U.S. will be verified before workforce program services can be provided. I affirm that I am a U.S. citizen, legal permanent resident, or am otherwise lawfully present in the U.S. I understand that there are severe penalties for providing false statements and willfully misrepresenting information in order to obtain or increase workforce program services. I authorize the release of all information to determine my eligibility for workforce program services. I understand this may include release of information from former employers, verification with the U.S. Bureau of Citizenship and Immigration Services, and sharing of information with other public agencies in the performance of their public duties in accordance with the Colorado Employment Security Act 8-72-107.

Signature Date

Business Associate Terms -HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and

procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

2.02 "Agreement" means the attached Agreement and its exhibits to which these terms additional are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

- a. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- b. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
- c. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;

- c. Whether the PHI was actually acquired or viewed; and
- d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 GFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY, or an Individual as directed by CITY, and in a timely and manner to be determined by CITY, that information collected in accordance with the Agreement, in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to

Exhibit G
Page 5 of 10

CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, it: at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CPR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CPR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the

confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of

subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

EXHIBIT H

Use of City Facilities Terms and Conditions

1. Description of Licensed Premises/Space Maps.

1.1. Licensed Premises

111. Castro Building

112. Arie P. Taylor Building

- 1.2. The descriptions/space maps for the Licensed Premises may be modified to correct minor, technical errors upon the written authorization of the DWD Director and the DHS Facilities Director, as concerns the DHS Premises, or the Director of Real Estate, as concerns the Arie P. Taylor Building.**

2. No Real Property Interest.

- 2.1 The limited license granted under the Agreement is not a grant of a right, title or interest in the Licensed Premises. Contractor represents, warrants, acknowledges and agrees that it does not have, has not been granted and will not own or hold any real property interest in the Licensed Premises or the City Buildings and that it does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease.**

3. Use of Licensed Premises; Common Areas.

- 3.1. Contractor warrants and represents it will use the Licensed Premises solely to provide the Services. Contractor shall not use or permit the Licensed Premises to be used for any other purpose without the prior written consent of the DWD Director and either the DHS Facilities Director (with respect to the DHS Premises), or the Director of Facilities Management (with respect to the Arie P. Taylor Building) which consent from the City may be withheld in the City's sole discretion.**
- 3.2. Contractor shall be allowed access to: i) the common areas in the City Buildings, on a non-exclusive basis for the general use of Contractor's employees; and ii) the Cafeteria in the Castro Building when the Cafeteria is open for business.**
- 3.3. Contractor, its officers, agents, and employees, shall:**
- 331. Use the Licensed Premises in a neat, orderly, careful, safe and proper manner;**
- 332. Comply with all applicable laws and ordinances of any duly constituted**

- authority, including but not limited to the City;
- 333. Keep the Licensed Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors;
 - 334. Comply with all rules, regulations, policies, and directives of the City concerning the use or security of the Licensed Premises or the City Buildings;
 - 335. Cooperate and comply with the provisions of Executive Order No. 13, entitled "Sale and Advertising of Tobacco Products in or on City Premises and Facilities", which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.
- 3.4. Contractor, its officers, agents, and employees, shall not:
- 341. Use or permit the Licensed Premises to be used for any purpose prohibited by the laws of the United States of America or the State of Colorado, or the Charter, ordinances, executive orders, or policies of the City and County of Denver;
 - 342. Commit or suffer to be committed any waste or damage upon the Licensed Premises;
 - 343. Do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Licensed Premises or elsewhere in the City Buildings;
 - 344. Do or permit to be done anything which may interfere with free access and passage in the City Buildings or the public areas adjacent thereto, nor hinder police, firefighting or other emergency personnel in the discharge of their duties;
 - 345. Do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators in the Building, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto;
 - 346. Overload any floor, wall or ceiling in the Licensed Premises;
 - 347. Place any additional lock of any kind upon any window or interior or exterior door in the Licensed Premises, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained

on the Licensed Premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the City any and all keys to the interior or exterior doors of the Licensed Premises, whether said keys were furnished to or otherwise procured by Contractor, and in the event of the loss of any keys furnished by the City, Contractor shall pay the City, on demand, the cost for replacement keys

348 Do or permit to be done any act or conduct on, in or near the Licensed Premises or a City Building that will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City covering the Building or which, in the opinion of the City, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure on the part of Contractor after receipt of notice in writing from the City to comply with the provisions of this subparagraph, any fire insurance rate on a City Building, or any part thereof, or on the buildings in which the same are located, shall at any time be higher than it normally would be, then Contractor shall pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or failure of Contractor; provided, however, that nothing contained herein shall preclude Contractor from bringing, keeping or using on or about the Licensed Premises such Contractor's Personal Property or consumable materials or supplies as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

349 Permit undue loitering on or about the Licensed Premises;

3410 Use the Licensed Premises, or any part thereof, for lodging or sleeping purposes; or

3411 Use or allow the Licensed Premises to be used for any improper, immoral or objectionable purposes.

4. Utilities and Janitorial Services.

4.1. The City will supply reasonable quantities of the following utilities as necessary for the Contractor's reasonable normal office use of the Licensed Premises: heating and air conditioning (HVAC); electricity, water, gas, and janitorial and trash removal services.

4.2. Contractor will have access to standard power circuits, connections, and light fixtures and wiring currently in place in the Licensed Premises as of the Commencement Date. Levels of light illumination and wattage requirements for light fixtures in the Licensed Premises will be determined solely by the City.

- 4.3. The City does not warrant or guarantee the uninterrupted availability of any or all of the above described utilities necessary or desirable for the use of the Licensed Premises by the Contractor. The City reserves the right to interrupt, curtail, suspend or temporarily discontinue utility services serving the Licensed Premises when necessary by reason of accident, emergency, and unavailability of employees, repair, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other cause beyond the control of the City. The City shall not be liable to Contractor for loss or damages for any failure by third party utility companies or governmental authorities to supply utility service to the Licensed Premise or for any limitation of supply resulting from governmental orders or directives. No such failure to supply utility service shall in any way be construed as cause for the release of the Contractor from any of its duties and obligations under this Agreement.
- 4.4. Contractor shall fully comply with all water and energy conservation programs currently in effect for the DHS Premises or as may be adopted from time to time.
5. Communication Services.
- 5.1. The Licensed Premises may contain standard cabling and telephone wiring systems for cable and modem based telephone and internet communications. If Contractor desires to obtain other telephone or internet services, it will obtain the prior written approval of the DHS Director of Facilities for such other services and will be responsible for all payment directly to third party providers.
6. Improvements (Alterations).
- 6.1. By Contractor. Contractor shall not make or permit to be made any construction, repairs, alterations, additions, replacements, repairs, partitions, or changes of any kind or character to the Licensed Premises.
- 6.2. By City. The City has no obligation to construct or provide any alterations, additions, replacements, repairs, partitions, or changes to the Licensed Premises except to the extent expressly provided in Section 5 of this Exhibit H below.
7. Routine repairs and preventative maintenance.
- 7.1 The City will supply routine repairs or replacements and reasonable preventative maintenance for the general upkeep, against normal wear and tear, of the roof, exterior walls, structural foundations, and building systems (including without limitation all existing HVAC, electrical, lighting, duct work, floor coverings, walls, fire sprinkler system, ceilings, and painting) associated with the Licensed Premises. Notwithstanding the preceding sentence, the City will have no responsibility for preventative maintenance or routine repairs in the Licensed Premises for loss or

damage attributable to the acts, omissions or negligence of Contractor or its agents or employees. In such event, Contractor will be responsible for all maintenance, repairs and replacement, at its sole cost and expense, for any loss or damage attributable to the acts, omissions or negligence of Contractor or its agents or employees.

8. Inspection.

8.1 The City, through its authorized agents and employees, shall, during normal business hours, have the right to enter the Licensed Premises to inspect the same, to supply any service, repairs, or maintenance to be provided by the City, and to otherwise make any alterations, improvements, or repairs to the Licensed Premises deemed necessary by the City.

8.2 The City shall at all times have and retain a key to unlock all of the doors at the Licensed Premises. Contractor shall not change the lock system or in any other manner prohibit the City from entering the Licensed Premises. The City shall have the right to use any and all means which it may deem proper to open any door in an emergency without liability therefore.

9. Changes to City Buildings.

9.1 Contractor acknowledges that from time to time during the Term, the City may commence or complete construction, expansion, relocation, maintenance or repair activities to the City Buildings, and that such construction, expansion, relocation, maintenance or repair activities may inconvenience the Contractor in its provision of the Services or the completion of any routine repairs and preventative maintenance. In such event, the City will have no liability to Contractor, its officers, agents, employees, contractors, subcontractors and representatives due to any inconvenience and Contractor waives any right to seek damages or other consideration as a result thereof.

10. City's Office Furniture.

10.1 Determination of City's Office Furniture. Contractor will notify the DWD Director in writing within thirty (30) days after the Commencement Date if Contractor disputes the content of Exhibit J as factually inaccurate. The Parties will then submit to an informal meeting to resolve the dispute, determine the inaccuracies on Exhibit J, and to revise Exhibit J in accordance with Section 2.2 of the Agreement. If the Contractor fails to deliver such written notice timely to the DWD Director, then it shall be presumed that Exhibit J, as attached to the Agreement, was factually accurate as of the Commencement Date. Exhibit J, as finally determined in accordance with this Section 10.1 will be the "City's Office Furniture" for purposes of the Agreement.

10.2 Additions to City's Office Furniture. The City may, but is not required to, provide additional City's Office Furniture for the provision of Services at the Licensed

Premises by modifying Exhibit J in accordance with Section 2.2 of the Agreement.

103. Use of City's Office Furniture. The Contractor may use the City's Office Furniture to provide the Services at the Licensed Premises. The Contractor shall not sell, transfer, assign, donate, or otherwise dispose of the City's Office Furniture. If the Contractor is no longer using a specific item of the City's Office Furniture, it will provide written notice to the DWD Director describing the specific item or items no longer being used and the specific Licensed Premises on which the item or items are located. Within thirty (30) days of receipt of such notice, the DWD Director will provide written notice of the date the City will remove the item or items from the Licensed Premises. The Contractor will not remove any of the City's Office Furniture for use outside the Licensed Premises without the DWD Director's consent. Contractor shall maintain the City's Office Furniture in good and proper condition with ordinary wear and tear excepted. Contractor will further comply with any and all directives of the DWD Director or the City regarding City's Office Furniture.
11. Contractor's Personal Property.
 - 11.1. Subject to the following sentence, Contractor may use Contractor's Personal Property in the Licensed Premises to provide the Services. Contractor will be responsible, at its sole cost and expense, for the normal and routine operation, preventative maintenance, reasonable care and repair, and replacement of all Contractor's Personal Property.
 - 11.2. Contractor will submit to the DWD Director, no later than fourteen (14) days after the date of execution of this Agreement as written on the City's signature page, a detailed list of all Contractor's Personal Property located in the Licensed Premises, in such format as designated by the City. Thereafter, Contractor will from time to time update that list and submit a revised copy no less than seven (7) days before the Expiration Date or date of earlier termination. Contractor will tag, label, or otherwise mark all Contractor's Personal Property for identification purposes. Additionally, Contractor will establish and maintain a property management system for managing and accounting for all Contractor's Personal Property used in the Licensed Premises.
 - 11.3. Contractor will remove, at its sole cost and expense, prior to the expiration or earlier termination of this Agreement, all Contractor's Personal Property and any other personal effects. If such removal causes damage to the Licensed Premises, Contractor agrees, at its sole cost and expense, at or prior to the expiration or termination of this Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Licensed Premises in the same condition as existed as of the Commencement Date to the reasonable satisfaction of the City. If Contractor fails to remove any Contractor's Personal Property prior to the expiration or earlier termination of this Agreement, the City may, at its option, keep and retain any such Contractor's Personal Property or dispose of the same and retain any

proceeds therefrom, and the City shall be entitled to recover from the Contractor any costs of the City in removing the same and in restoring the Licensed Premises to its condition as of the Commencement Date in excess of the actual proceeds, if any, received by the City from disposition thereof. Contractor's obligation to observe or perform this requirement shall survive the termination of this Agreement.

12. Taxes on Contractor's Personal Property

121. Contractor will pay, prior to delinquency, the taxes on all personal property and trade fixtures located in, on or about the Licensed Premises and all possessory interest taxes, if applicable.

122. Contractor will pay all before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term upon Contractor's operations, use, or conduct of business at the Licensed Premises, or upon Contractor's Personal Property installed or located on the Leased Premises. If any of these materials are exempt from Colorado state taxes pursuant to Colorado Revised Statutes, it is the Contractor's responsibility to obtain a Certification of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be claimed as exempt. A copy of such Certificate shall be furnished the City promptly.

13. Care and Return of Licensed Premises

13.1 At the expiration or earlier termination of this Agreement, Contractor will return the Licensed Premises to the City in the same condition as of the Commencement Date, ordinary wear and tear excepted.

14. Parking

14.1 Contractor will not be provided exclusive access to City owned surface parking lots located on or adjacent to the Licensed Premises. Contractor's employees may use any such parking lots on a first come first serve basis.

15. Signs; Advertising, Displays

15.1 Contractor will not erect, construct, paint or place any signs, advertisements or displays pertaining to the Services upon any portion of the Licensed Premises or the City Buildings without prior written approval of the DWD Director. Prior to the placing of any such signs, painting, advertising matter or displays, Contractor shall submit to the DWD Director, for approval in writing, drawings, sketches, design dimensions and type and character of the proposed sign, advertising matter or display. All conditions, restrictions or limitations in respect to the use thereof specified by the City in the written approval shall become conditions hereof as if specifically set forth in this Agreement. Upon the expiration or earlier termination

of this Agreement, Contractor will remove in the manner specified by the City, any and all of its signs, advertising and displays on the Licensed Premises and will restore the Licensed Premises to the same condition as prior to the placement of any such signs, advertising or displays. In the event that there is a failure by Contractor to comply with this provision, the City may, at its option, perform or cause to be performed the necessary work at the expense of the Contractor.

16. Compliance with Environmental Requirements

161. Contractor in conducting any activity in the Licensed Premises shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Contractor shall comply with City Ordinance 196, as amended on March 18, 1991 (amendments to the City Uniform Public Code related to water conservation fixtures).

162. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal and state environmental permit requirements.

163. If Hazardous Materials are used, stored, generated, or disposed of on or in the Licensed Premises, or if the Licensed Premises become contaminated in any manner due to the actions or inactions of the Contractor, Contractor shall indemnify and hold harmless the City from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of those actions or inactions by Contractor. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Contractor causes or permits the presence of any Hazardous Materials on the Licensed Premises and that results in contamination, Contractor shall promptly, at its sole expense, take any and all necessary actions to return the Licensed

Premises to the condition existing prior to the presence of any such Hazardous Materials on the premises. Contractor shall first obtain City's approval for any such remedial action.

17. No Remaining in Licensed Space

17.1 Upon the expiration or earlier termination of the Agreement, Contractor shall vacate the Licensed Premises promptly.

18. Loss or Damage.

18.1 The City will not be responsible to the Contractor, its employees, officers, or agents, for injury or death or loss, theft, or damage to any property of the Contractor caused by or resulting from anyone or any peril that may affect the provision of the Services or Contractor's use of the Licensed Premises, including, without limitation, (i) fire, steam, electricity, gas, or water which may leak or flow from or into any part of the Licensed Premises; (ii) the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Licensed Premises;

(iii) any act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City; or (iv) any act of negligence of any person whomsoever in or about the City Buildings or Licensed Premises other than the sole negligence of the City, whether any such damage or injury results from conditions arising upon the Licensed Premises or City Buildings.

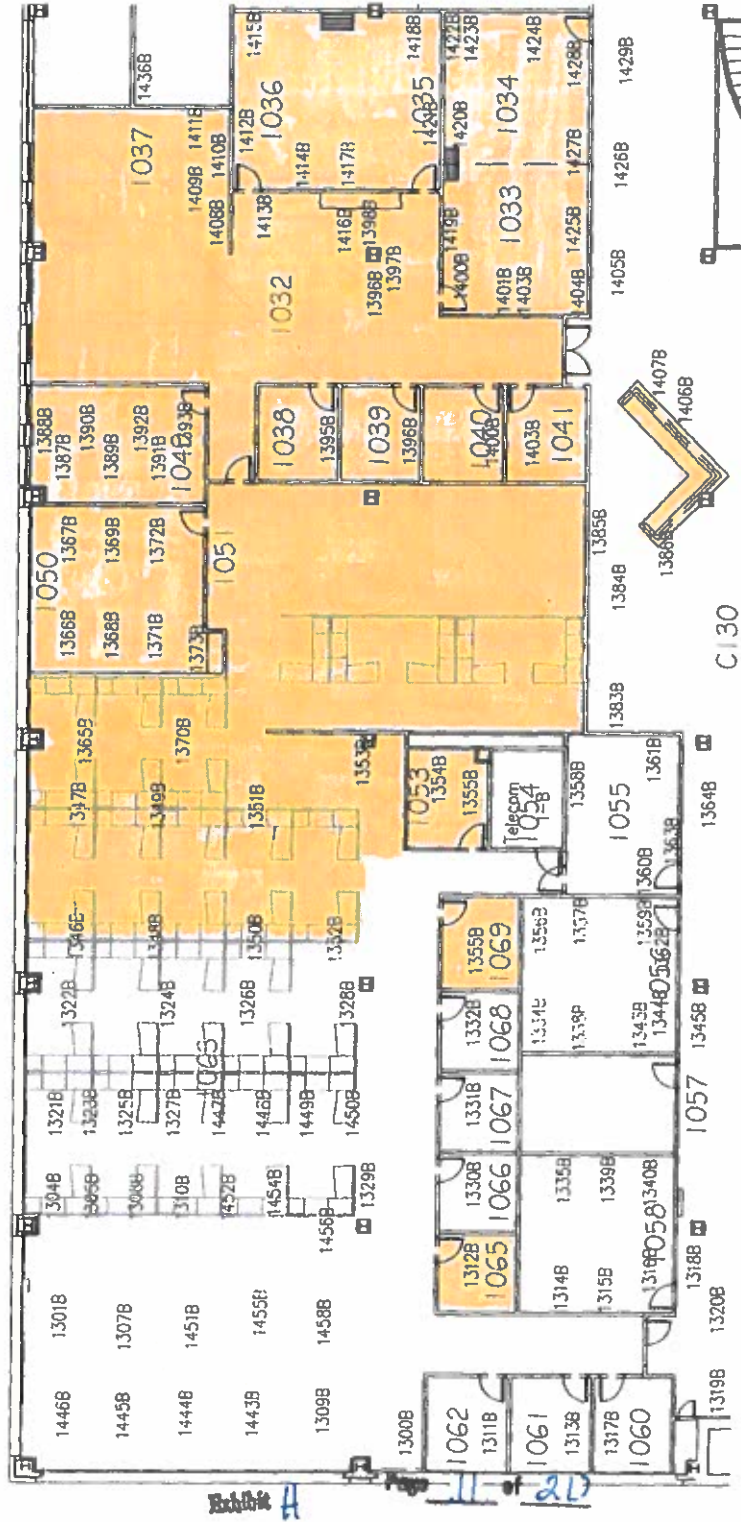
18.2 The City shall not be liable to the Contractor for losses to Contractor's property or personal injury caused by criminal acts or entry by unauthorized persons into the Licensed Premises. Where criminal acts or entry to the Licensed Premises by unauthorized persons occurs resulting in theft or vandalism to Contractor's Inventory or any other personal effects, it shall be the sole responsibility and liability of Contractor to insure, repair or replace its damaged or stolen Contractor's Personal Property or other personal effects at its sole expense within fourteen (14) days. All vandalism will be reported to the City immediately upon discovery.

19. Destruction of Licensed Premises.

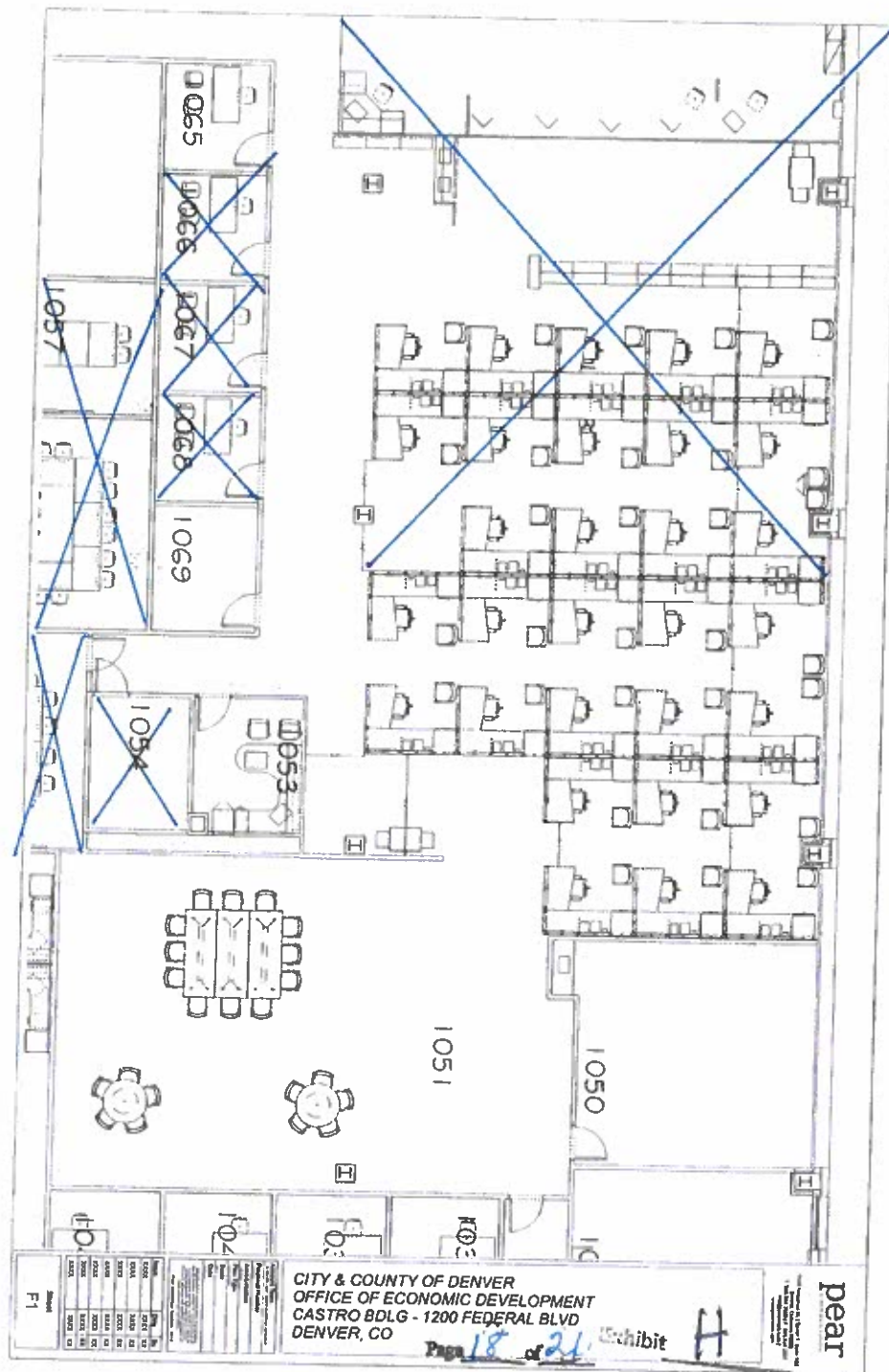
19.1 In the event of a partial destruction of the Licensed Premises during the Term from any cause, the City may, at its sole discretion, repair such damage, provided the repairs can be made within three (3) months under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this Agreement. If the repairs cannot be made in the specified time, the City may, at its option, make repairs within a reasonable time and this Agreement shall continue in full force and effect. In the event that: (i) the City does not elect to make repairs; (ii) those repairs cannot be made within 3 months; (iii) those repairs cannot be made under the laws and regulations of the applicable governmental authorities; or (iv) the

Licensed Premises are destroyed by more than 50% based on replacement cost, the City has the right to relocate the Services to a new location.

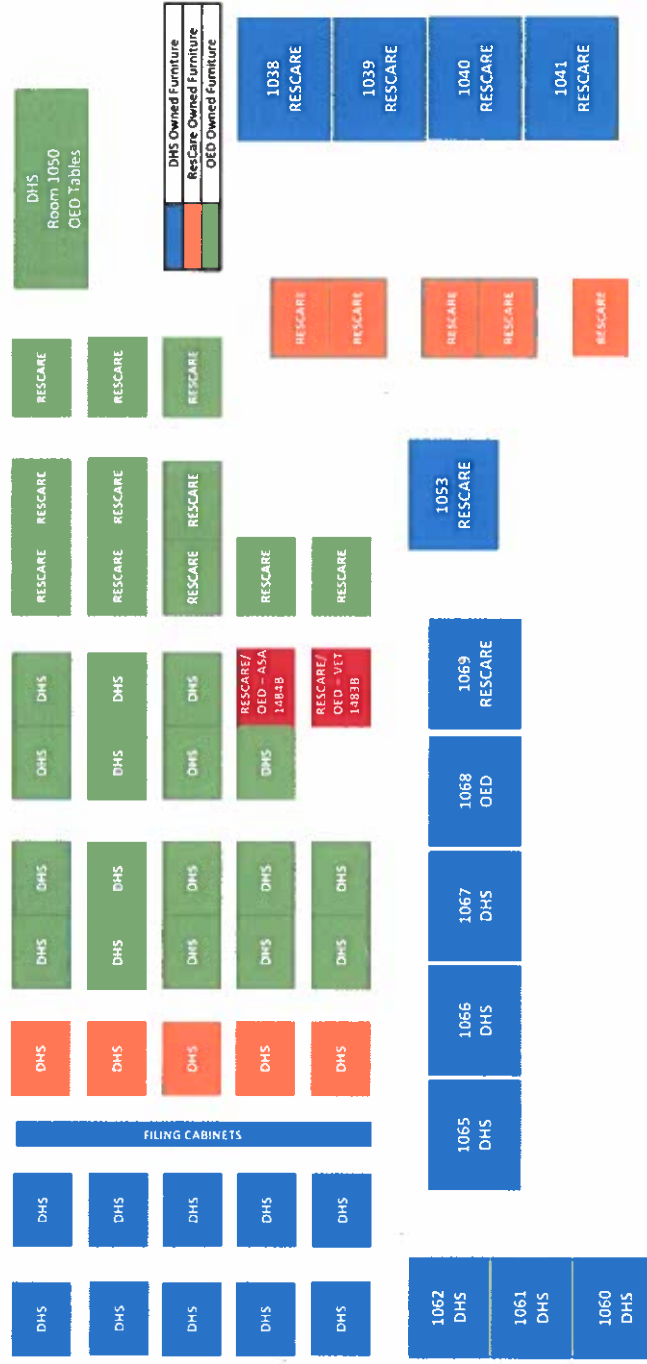
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2017 OEO Space

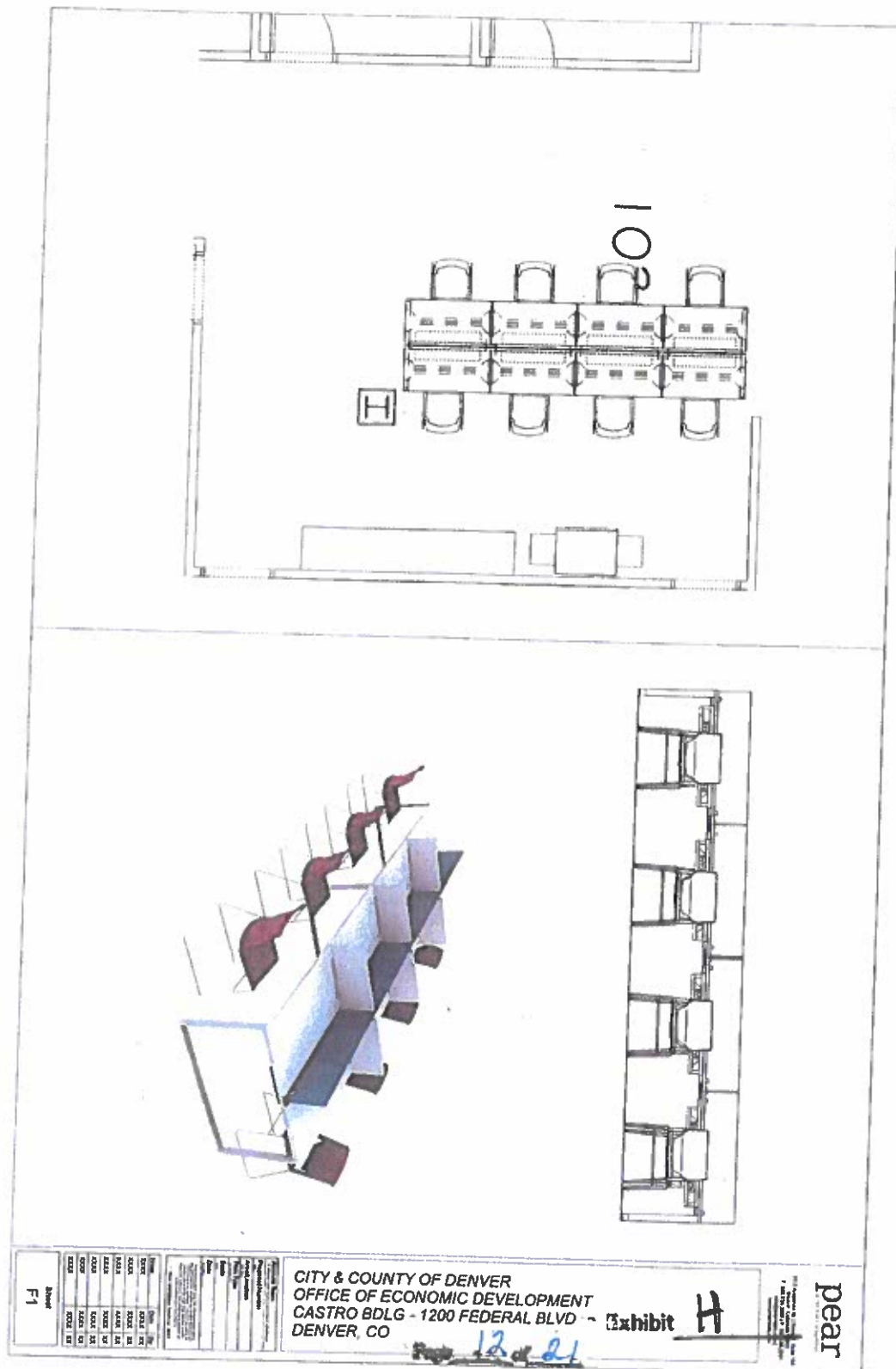


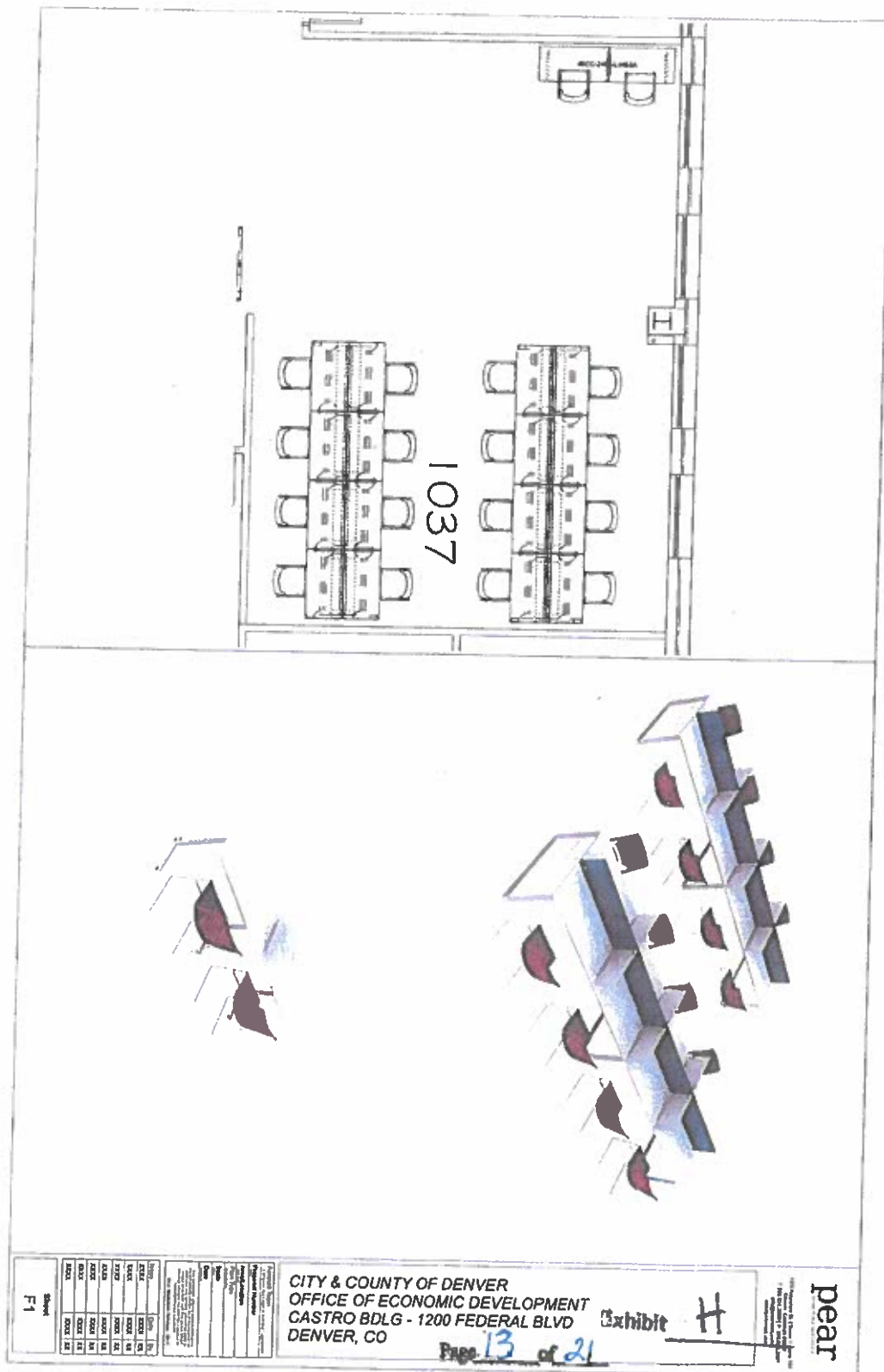
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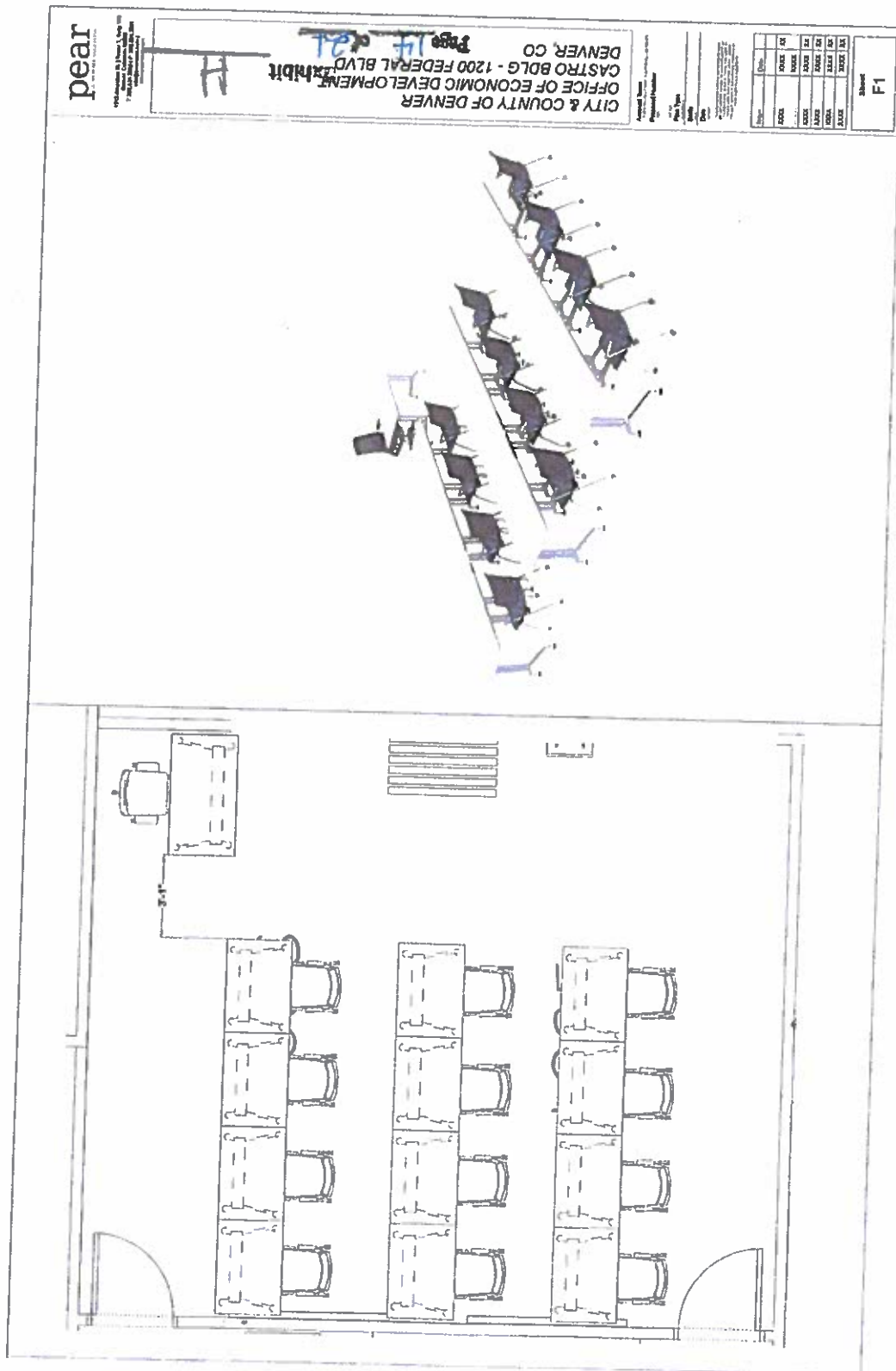


2019 OED Space Chart









pear

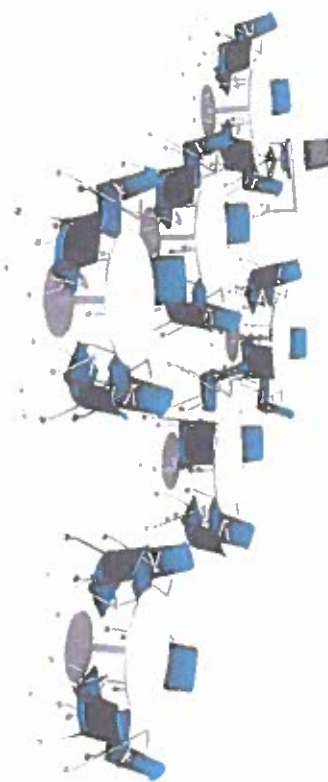
1000 Broadway, Suite 1000
Denver, CO 80202
Tel: 303.733.1000
Fax: 303.733.1001
www.pear.com

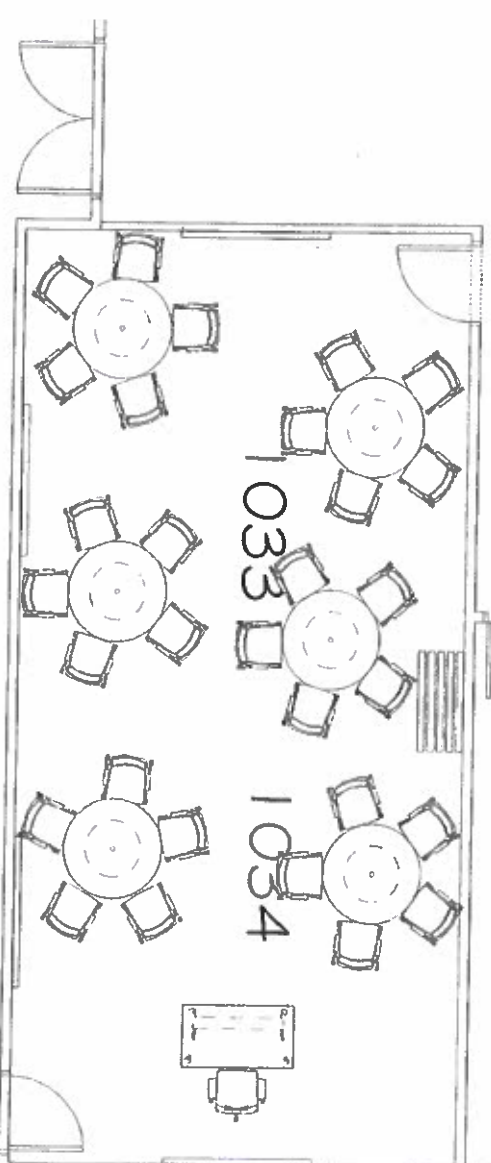
CITY & COUNTY OF DENVER
OFFICE OF ECONOMIC DEVELOPMENT
CASTRO BDLG - 1200 FEDERAL BLVD
DENVER, CO

Page 16

Exhibit H

Room	Area	Volume	Notes
1000	1000	1000	1000
1001	1001	1001	1001
1002	1002	1002	1002
1003	1003	1003	1003
1004	1004	1004	1004
1005	1005	1005	1005
1006	1006	1006	1006
1007	1007	1007	1007
1008	1008	1008	1008
1009	1009	1009	1009
1010	1010	1010	1010
1011	1011	1011	1011
1012	1012	1012	1012
1013	1013	1013	1013
1014	1014	1014	1014
1015	1015	1015	1015
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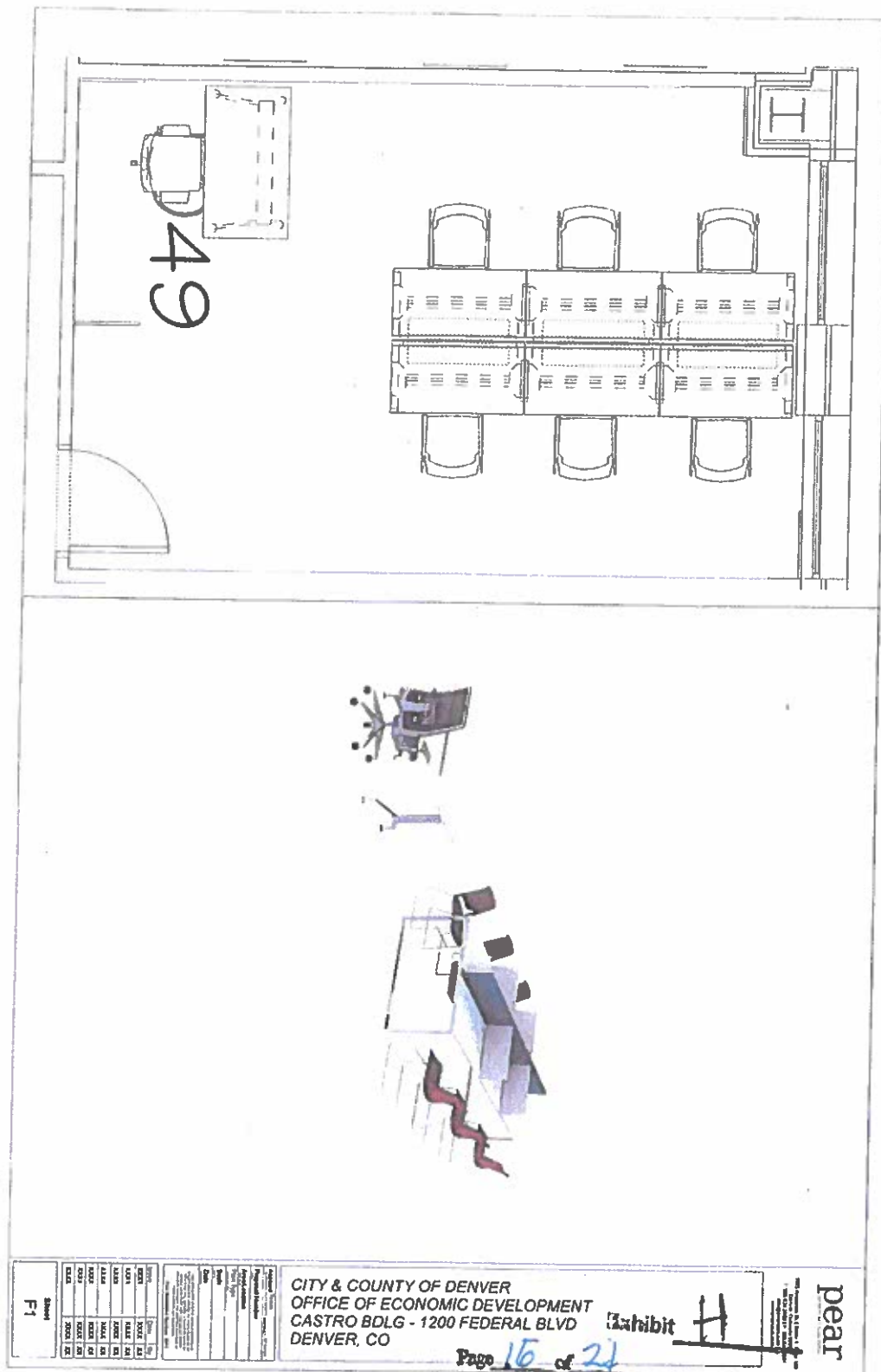


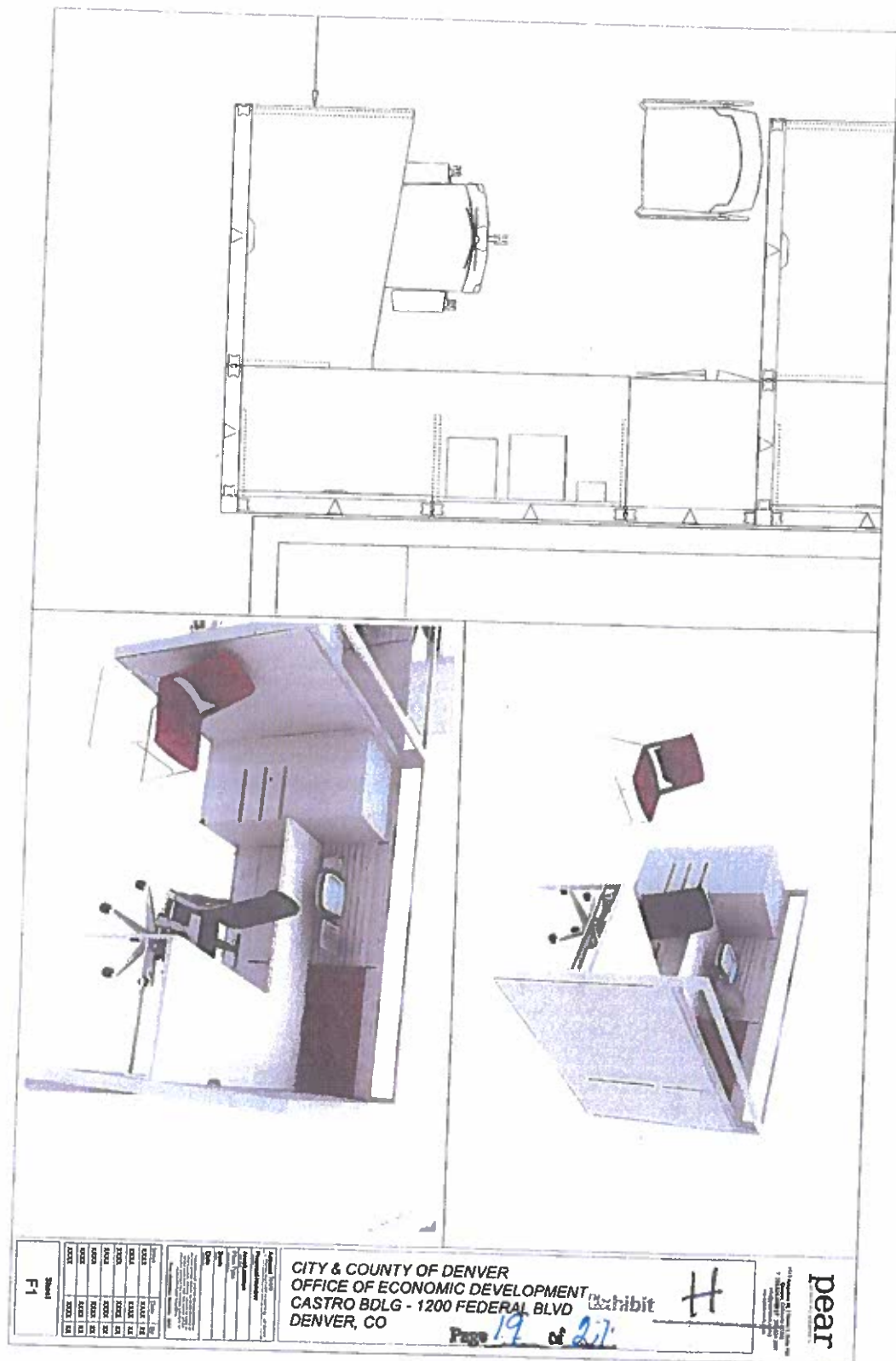
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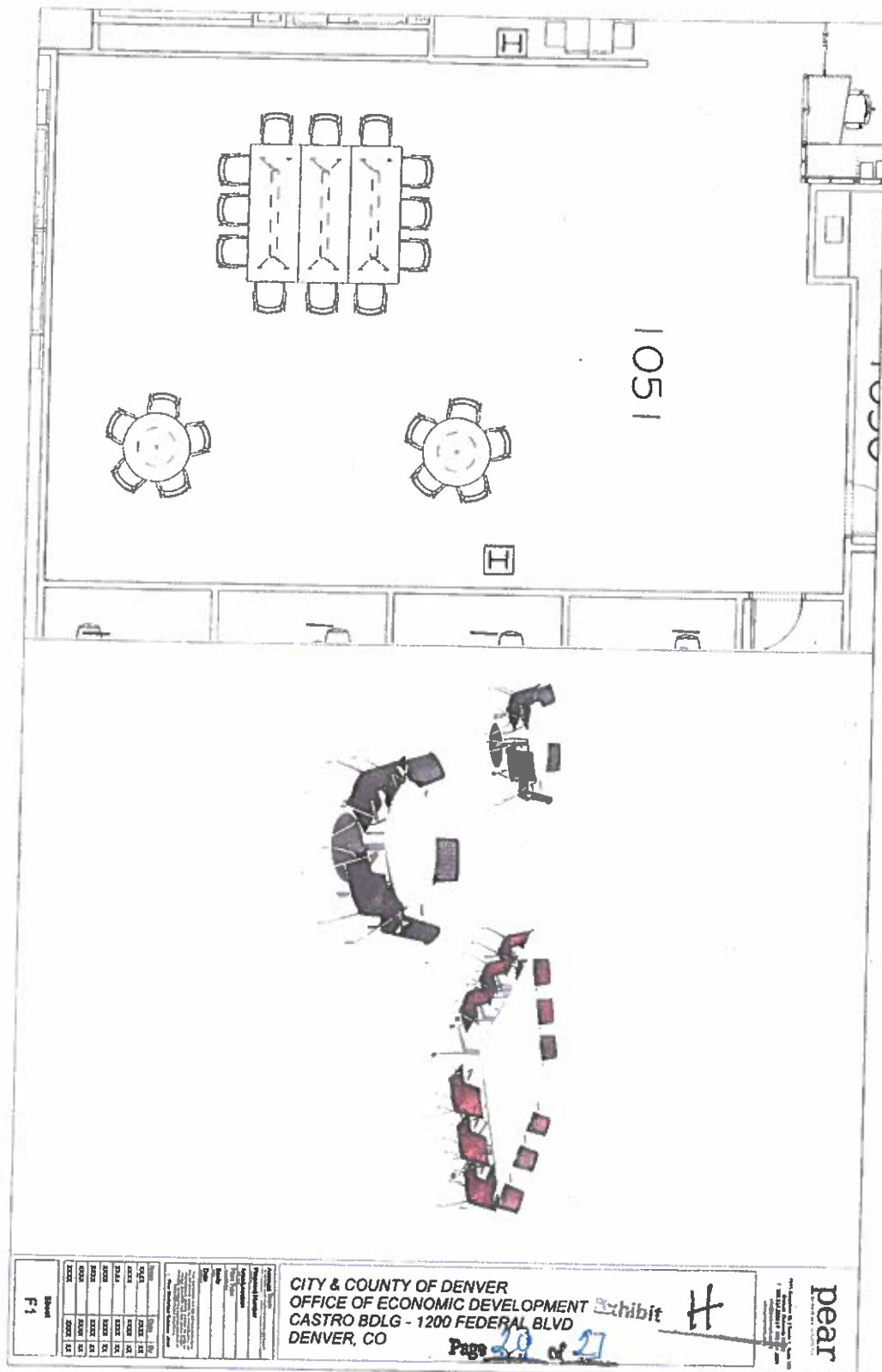
CITY & COUNTY OF DENVER
 OFFICE OF ECONOMIC DEVELOPMENT
 CASTRO BDLG - 1200 FEDERAL BLVD
 DENVER, CO

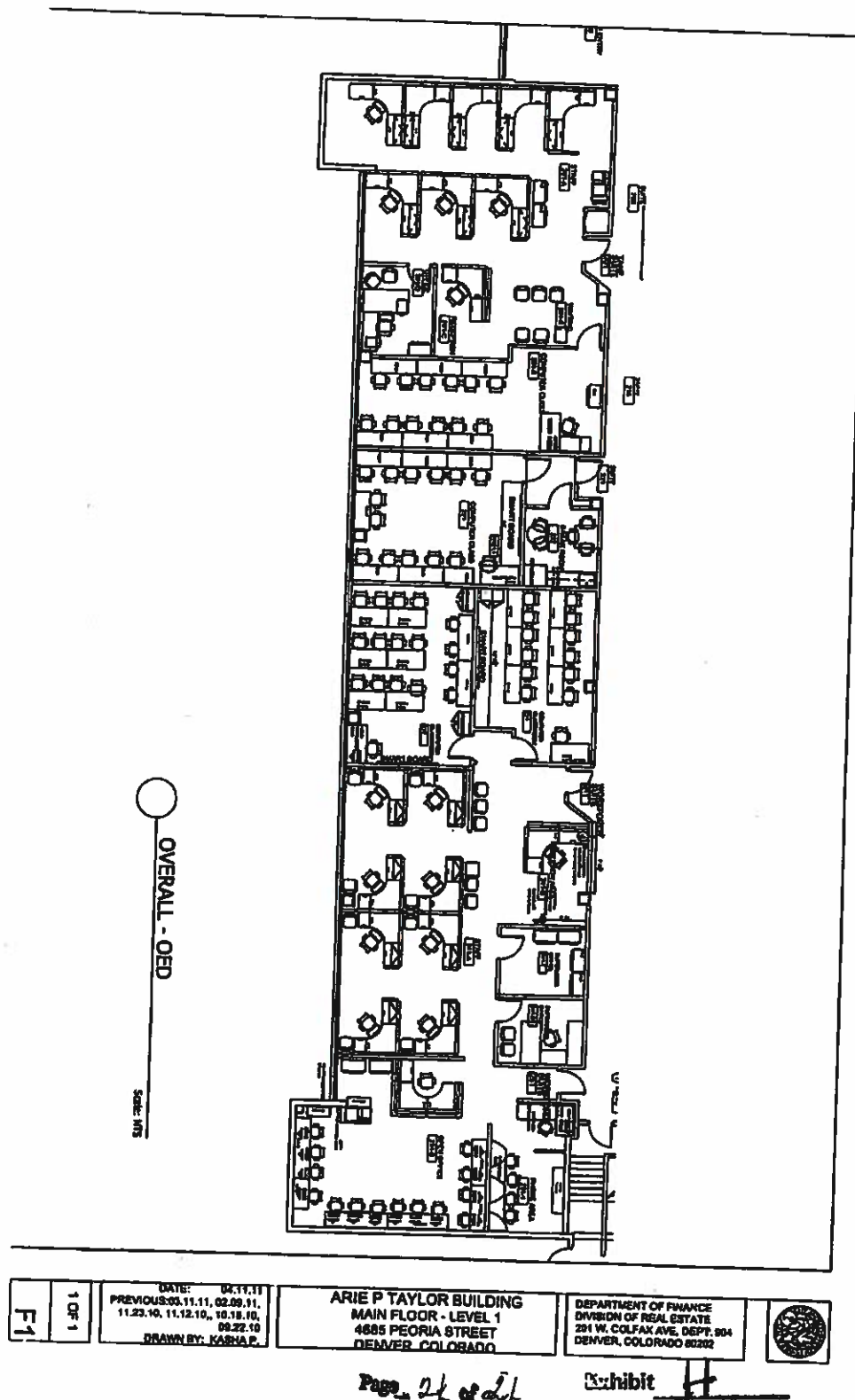
Exhibit **H**
 Page 15 of 21











Purchase Order

CASTRO Lobby Furniture

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002426	Date 05/06/2016	Revision	Page: 1 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y		Tax Exempt ID: 98-02890-000					
Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	INSTALLATION CASTRO LOBBY SEATING		1.00	JOB	\$620.00	\$620.00	05/05/2016
	Req ID: 0000052365						
2 - 1	DESIGN AND PROJECT MANAGEMENT - CASTRO LOBBY SEATING		1.00	HR	\$65.00	\$65.00	05/05/2016
	Req ID: 0000052365						
3 - 1	PURCHASE - CASTRO LOBBY SEATING		1.00	LOT	\$5,143.18	\$5,143.18	05/05/2016
	Req ID: 0000052365						
4 - 1	FREIGHT - CASTRO LOBBY SEATING		1.00	LOT	\$728.93	\$728.93	05/05/2016
	Req ID: 0000052365						

Payment of Prevailing Wages is a MANDATORY requirement of this Purchase Order. For information on Prevailing Wage requirements please contact the Auditor's Office at (720) 913-5000 or auditor@denvergov.org.

AGENCY CONTACT: Kasha Prywitowski | (720) 865-7502
AGENCY CONTACT: Jason Mathis 720-913-5518
VENDOR CONTACT: Kelly Martinez | (303) 824-2037 |
kmartinez@pearwork.com

CASTRO Lobby Furniture

Exhibit

I

Page I of 46

Purchase Order

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 Purchasing Division
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Purchase Order MOOET-0000002426	Date 05/06/2016	Revision	Page: 2 of 5
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Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of HAWORTH/CITY CONTRACT #60253 AA

This purchase shall be for Office Furniture. See proposal #100090 dated 5/5/2016 for item description and pricing information only. This purchase requires inside delivery. Any and all deliveries and installation schedule shall be confirmed 48 Hours with the Agency Contact prior to work performed. Labor to be performed during normal business hours. All Freight Pricing is included and No Additional Freight Charges shall be accepted.

Upon completion of services or delivery of goods all invoices shall be sent to the Accounts Payable. Invoices must reference the Purchase Order

For additional questions regarding this purchase order and the terms herein contact: Janell Schafer | 720-913-8109 | janell.schafer@denvergov.org

Total PO Amount

\$6,557.11

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect (unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing) and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

If this purchase order is for a task order, the terms and conditions of the applicable City contract shall govern.

Exhibit

I

Page 2 of 46

Purchase Order

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Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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TERMS AND CONDITIONS

GENERAL CONDITIONS OF PURCHASE:

1. Non-Exclusion: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-8000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.
6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.
7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under the Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.
8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.
9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.
10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.
11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.
12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

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Page 3 of 46

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Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies 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, City must be notified by Vendor. Vendor shall be responsible for the payment of its self deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies and shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit, applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an insured contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits have been reduced below the required per occurrence limits. At their own expense, and where such showing such coverage is in force.

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statute of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the O.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. Records and Audit: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall treat the foregoing provision in any subcontract hereunder.

Exhibit

I

Page 4 of 46

Purchase Order

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Line- Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.							
25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of 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.							
26. Advertising and Public Disclosure: The Vendor shall not include any reference to the Purchase Order or to services performed or goods purchased pursuant to the Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.							
27. 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 subcontractor 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 that otherwise requires the Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor or subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor 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. 20-80.3. 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.							
28. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the City-generated purchase order or contract number on the invoice and complying with the City's invoicing instructions, including delivery of the invoice to the proper City official or agency.							
29. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner, with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.							

Authorized Signature

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Page 5 of 46

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Purchase Order

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1 - 1	PURCHASE TRAINING AND RESOURCE AREAS CASTRO ? FURNITURE		1.00	LOT	\$67,699.76	\$67,699.76	05/05/2016
SEE PROPOSAL # 100016 FOR ITEM DESCRIPTIONS, PRICING, AND ADDITIONAL DETAILS.							
Reg ID: 0000052364							
2 - 1	INSTALLATION TRAINING AND RESOURCE AREAS CASTRO ? FURNITURE		1.00	JOB	\$13,550.00	\$13,550.00	05/05/2016
Reg ID: 0000052364							
3 - 1	TRAINING AND RESOURCE AREAS - DESIGN AND PROJECT MANAGEMENT		10.00	HR	\$65.00	\$650.00	05/05/2016
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AGENCY CONTACT: Jason Mathis 720-913-5518
VENDOR CONTACT: Kelly Martinez (303) 824-2037 | kmartinez@pearwork.com

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Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
Invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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This purchase shall be for Office Furniture. See Quote #100016 dated 4/25/2016 for item description and pricing information only. This purchase requires inside delivery. Any and all deliveries and installation schedule shall be confirmed 48 Hours with the Agency Contact prior to work performed. Labor to be performed during normal business hours. All Freight Pricing is included and No Additional Freight Charges shall be accepted.

Upon completion of services or delivery of goods all Invoices shall be sent to the Accounts Payable. Invoices must reference the Purchase Order

For additional questions regarding this purchase order and the terms herein contact: Janell Schafer | 720-913-8109 | janell.schafer@denvergov.org

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of HAWORTH/CITY CONTRACT #60253 AA

Total PO Amount

\$81,899.76

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect (unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing) and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

If this purchase order is for a task order, the terms and conditions of the applicable City contract shall govern.

Exhibit

I

Page 7 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS
City and County of Denver
 Purchasing Division
 201 West Colfax Avenue Dept.304
 Denver, CO 80202
 United States
 Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order	Date	Revision	Page:
MOOET-0000002423	05/05/2016		3 of 5
Payment Terms	Freight Terms	Ship Via	
Net30	DESTINATION	Common	
Buyer	Phone	Origin	
Schafer, Janell - Purchasing	720/913-8109	REG	

Vendor: 0000089490

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Line- Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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TERMS AND CONDITIONS

GENERAL CONDITIONS OF PURCHASE:

1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveals goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees, and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

Exhibit

I

Page 8 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002423	Date 05/05/2016	Revision	Page: 4 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
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DENVER CO 80202
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Denver CO 80202
United States

Tax Exempt? Y

Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies 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, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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.

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

Exhibit

I

Page 9 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002423	Date 05/05/2016	Revision	Page: 5 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
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Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of 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.

26. Advertising and Public Disclosure: The Vendor shall not include any reference to the Purchase Order or to services performed or goods purchased pursuant to the Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

27. 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 that otherwise requires the Contractor 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 will also then 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.

28. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the City-generated purchase order or contract number on the invoice and complying with the City's invoicing instructions, including delivery of the invoice to the proper City official or agency.

29. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner, with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

Authorized Signature

Exhibit

I

Page 10 of 46

Purchase Order

CASTRO STAFF
FURNITURE

DO NOT INVOICE TO THIS ADDRESS
City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002424	Date 05/05/2016	Revision	Page: 1 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
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720/913-8811
Denver CO 80202
United States

Tax Exempt? Y		Tax Exempt ID: 98-02890-000					
Line-Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	PURCHASE STAFF AREA CASTRO FURNITURE		1.00	LOT	\$99,357.32	\$99,357.32	05/05/2016
	Req ID: 0000052363						
2 - 1	INSTALLATION STAFF AREA CASTRO FURNITURE		1.00	JOB	\$19,982.88	\$19,982.88	05/05/2016
	Req ID: 0000052363						
3 - 1	STAFF AREA-DESIGN AND PROJECT MANAGEMENT		15.00	HR	\$65.00	\$975.00	05/05/2016
	Req ID: 0000052363						

Payment of Prevailing Wages is a MANDATORY requirement of this Purchase Order. For information on Prevailing Wage requirements please contact the Auditor's Office at (720) 913-5000 or auditor@denvergov.org.

AGENCY CONTACT: Kasha Prywowski I (720) 865-7502
AGENCY CONTACT: Jason Mathis 720-913-5518
VENDOR CONTACT: Kelly Martinez | (303) 824-2037 |
kmartinez@pearwork.com

This purchase shall be for Office Furniture. See PROPOSAL #100056 DATED 5/2/2016 for item description and pricing information only. This purchase requires inside delivery. Any and all deliveries and installation schedule shall be confirmed 48 hours with the Agency Contact prior to work performed. Labor to be performed during normal business hours. All Freight Pricing is included and No Additional Freight Charges shall be accepted.

Upon completion of services or delivery of goods all Invoices shall be sent to the Accounts Payable. Invoices must reference the Purchase Order

For additional questions regarding this purchase order and the terms herein contact: Janell Schafer | 720-913-8109 | janell.schafer@denvergov.org

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of HAWORTH/CITY CONTRACT #60253 AA

Total PO Amount

\$120,315.18

Exhibit I

Page 11 of 46

Purchase Order

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City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002424	Date 05/05/2016	Revision	Page: 2 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

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Tax Exempt? Y

Tax Exempt ID: 98-02890-000

Line- Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect (unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing) and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

If this purchase order is for a task order, the terms and conditions of the applicable City contract shall govern.

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Page 12 of 46

Purchase Order

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Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-000002424	Date 05/05/2016	Revision	Page: 3 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
Invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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TERMS AND CONDITIONS

GENERAL CONDITIONS OF PURCHASE:

1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveals goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, title charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-8000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.
6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.
7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.
8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.
9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorney's fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.
10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.
11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.
12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for the City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 58-106. Director of Purchasing shall render the final determination.

Exhibit I

Page 13 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002424	Date 05/05/2016	Revision	Page: 4 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
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Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
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Denver CO 80202
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Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein. In writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies 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, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits have been reduced below the required per occurrence limit. 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.

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

Unit 1011

I

Page 14 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-000002424	Date 05/05/2016	Revision	Page: 5 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
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Ship To:
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Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of 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.

26. Advertising and Public Disclosure: The Vendor shall not include any reference to the Purchase Order or to services performed or goods purchased pursuant to the Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

27. 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 subcontractor 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 that otherwise requires the Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor or subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor 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. 20-60.3. 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.

28. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the City-generated purchase order or contract number on the invoice and complying with the City's invoicing instructions, including delivery of the invoice to the proper City official or agency.

29. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner, with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

Authorized Signature

Exhibit

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~~Montbello / Azie P. Taylor Furniture~~

~~Page 1 - 26~~

~~P.O. # 2271~~

1515 ARAPAHOE ST.
TOWER 1, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL:
DATE PREPARED:
QUOTATION VALID:

96743
06/04/15
07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		THE FOLLOWING PROPOSAL IS FOR:		
		THE CITY & COUNTY OF DENVER		
		OED @ 1370 ELATI		
		PRICED WITH HAWORTH/CITY CONTRACT #60253 AA		
1.00	LOT	ENCLOSE WALLS - 86 LINEAL FEET PER HAWORTH DRAWING	36,829.41	36,829.41
		- WORKSTATIONS -		
32.00	VZAL-0024	COMPOSE, LIGHT BLOCK, 24IN	8.23	263.36
16.00	VZFF-5024-N NNNNR	COMPOSE, FRM, 50HX24W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, STD	36.43	582.88
		,TR-DM DARK BRONZE METALLIC, GRADE B		
16.00	VZTI-0824-D NN	COMPOSE, SINGLE TILE, 8IN. HX24IN. W, LAMINAT E, STD CORE, NO TECH	26.57	425.12
		,H-FNY FORMICA - SOL ,HP-62 GRAY TONE		
16.00	VZTI-0824-F NN	COMPOSE, SINGLE TILE, 8IN. HX24IN. W, FABRIC/ TACKABLE, STD CORE, NO TECH	13.59	217.44
		(LV) TANGRAM GRD D ,LV-TR TRICK GRD D		

PAGE 1

Exhibit

I

Page 16 of 46

1515 ARAPAHOE ST.
TOWER 1, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
16.00	VZTI-3224-F NN	COMPOSE, SINGLE TILE, 32IN. H X 24IN. W, FABRIC /TACKABLE, STD CORE, NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	40.79	652.64
16.00	VZTI-4824-F NN	COMPOSE, SINGLE TILE, 48IN. H X 24IN. W, FABRIC /TACKABLE, STD CORE, NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	48.06	768.96
1.00	VZFF-5024-N 3HHNR	COMPOSE, FRM, 50HX24W, BS 3 CIR, BS CVHI./CVHIL, NO BLT PWR, STD ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	78.32	78.32
2.00	VZTI-4024-F NN	SINGLE TILE, 40IN. H X 24IN. W, FOR USE W/COMPOSE, FABRIC/TACKABLE ,STD CORE, NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	42.90	85.80
4.00	VZAL-0030	COMPOSE, LIGHT BLOCK, 30IN	8.68	34.72
2.00	VZFF-5030-N NNNNR	COMPOSE, FRM, 50HX30W, BS NOPWR, NO BSTRM/NO BSTRM, NO BLT PWR, STD	40.05	80.10

CONTINUED...

PAGE 2

Exhibit

Page 17 of 46

1515 ARAPAHOE ST.
TOWER 1, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
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DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		,TR-DM DARK BRONZE METALLIC, GRADE B		
2.00	VZTI-0830-D NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINAT E,STD CORE,NO TECH	29.12	58.24
		,H-FNY FORMICA - SOL ,HP-62 GRAY TONE		
2.00	VZTI-0830-F NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/ TACKABLE,STD CORE,NO TECH	15.18	30.36
		(LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D		
2.00	VZTI-3230-F NN	COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	44.91	89.82
		(LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D		
2.00	VZTI-4830-F NN	COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	53.52	107.04
		(LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D		
9.00	VZFF-5030-N NNNNR	COMPOSE, FRM,50HX30W,BS NOPWR.NO BSTRM/NO BSTRM.NO BLT PWR,STD	40.05	360.45
		,TR-DM DARK BRONZE METALLIC, GRADE B		
18.00	VZTI-4830-F NN	COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO	53.52	963.36

CONTINUED...

PAGE 3

Page 18 of 46

1515 ARAPAHOE ST.
TOWER I, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		TECH		
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
2.00	VZAL-0036	COMPOSE, LIGHT BLOCK, 36IN	9.15	18.30
1.00	VZFF-5036-N NNNNR	COMPOSE, FRM,50HX36W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	43.67	43.67
		.TR-DM DARK BRONZE METALLIC, GRADE B		
1.00	VZTI-0836-D NN	COMPOSE,SINGLE TILE,8IN.HX36IN.W,LAMINAT E,STD CORE,NO TECH	31.67	31.67
		.H-FNY FORMICA - SOL		
		.HP-62 GRAY TONE		
1.00	VZTI-0836-F NN	COMPOSE,SINGLE TILE,8IN.HX36IN.W,FABRIC/ TACKABLE,STD CORE,NO TECH	16.78	16.78
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
1.00	VZTI-3236-F NN	COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	49.04	49.04
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
1.00	VZTI-4836-F NC	COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC /TACKABLE,STD CORE,NO	58.99	58.99

CONTINUED...

PAGE 4

Exhibit

I

Page 19 of 46

1515 ARAPAHOE ST.
TOWER I, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
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CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		TECH		
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
4.00	VZFF-5036-N NNNNR	COMPOSE, FRM,50HX36W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	43.67	174.68
		.TR-DM DARK BRONZE METALLIC, GRADE B		
8.00	VZTI-4836-F NC	COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	58.99	471.92
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
1.00	VZFF-5042-N NNNNR	COMPOSE, FRM,50HX42W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	47.29	47.29
		.TR-DM DARK BRONZE METALLIC, GRADE B		
2.00	VZTI-4842-F NC	COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	64.45	128.90
		(LV) TANGRAM		
		.LV-TR TANGRAM - TRICK, GRADE D		
3.00	VZFF-5042-N 3HNNR	COMPOSE, FRM,50HX42W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	86.70	260.10
		.TR-DM DARK BRONZE METALLIC, GRADE B		
		.TR-DM DARK BRONZE METALLIC, GRADE B		

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3.00	VZTI-4042-F NN	COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	51.39	154.17
3.00	VZTI-4842-F NC	COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	64.45	193.35
2.00	VZAL-0042	COMPOSE, LIGHT BLOCK, 42IN	9.61	19.22
1.00	VZFF-5042-N 3HNNR	COMPOSE, FRM,50HX42W,BS 3CIR,BS CVHL/NO BSTRM.NO BLT PWR,STD ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	86.70	86.70
1.00	VZTI-0842-D NN	COMPOSE,SINGLE TILE,8IN.HX42IN.W,LAMINAT E,STD CORE,NO TECH ,H-FNY FORMICA - SOL ,HP-62 GRAY TONE	34.21	34.21
1.00	VZTI-0842-F NN	COMPOSE,SINGLE TILE,8IN.HX42IN.W,FABRIC/ TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	18.38	18.38

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1.00	VZTI-3242-F NN	COMPOSE,SINGLE TILE,32IN.HX42IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	53.16	53.16
1.00	VZTI-4042-F NN	COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	51.39	51.39
10.00	VZFF-5030-N 3H11NR	COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	82.17	821.70
20.00	VZTI-4030-F NN	COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	45.73	914.60
18.00	VZFF-5030-N 3H11NR	COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	79.23	1,426.14
18.00	VZTI-4030-F NN	COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO	45.73	823.14

CONTINUED...

PAGE 7

Page 22 of 46

1515 ARAPAHOE ST.
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		TECH		
		(LV) TANGRAM		
		,LV-TR TANGRAM - TRICK, GRADE D		
18.00	VZTI-4830-F NN	COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH	53.52	963.36
		,LV- OTR		
8.00	VZAL-0030	COMPOSE, LIGHT BLOCK, 30IN	8.68	69.44
4.00	VZFF-5030-N 3HNNR	COMPOSE, FRM,50HX30W,BS 3CIR.BS CVHL/NO BSTRM,NO BLT PWR,STD	79.23	316.92
		,TR-DM DARK BRONZE METALLIC, GRADE B		
		,TR-DM DARK BRONZE METALLIC, GRADE B		
4.00	VZTI-0830-D NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINAT E,STD CORE,NO TECH	29.12	116.48
		,H-FNY FORMICA - SOL		
		,HP-62 GRAY TONE		
4.00	VZTI-0830-F NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/ TACKABLE,STD CORE,NO TECH	15.18	60.72
		(LV) TANGRAM		
		,LV-TR TANGRAM - TRICK, GRADE D		

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QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
4.00	VZTI-3230-F NN	COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM .LV-TR TANGRAM - TRICK, GRADE D	44.91	179.64
4.00	VZTI-4030-F NN	COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM .LV-TR TANGRAM - TRICK, GRADE D	45.73	182.92
24.00	VZAL-0030	COMPOSE, LIGHT BLOCK, 30IN	8.68	208.32
12.00	VZFF-5030-N 3HHNR	COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B	82.17	986.04
6.00	VZGS-1660-1	COMPOSE,GLASS STACK 16IN.H X 60IN.W .TR-DM DARK BRONZE METALLIC, GRADE B (SK_E21) SATIN ETCH .SK-E21 SATIN ETCH, GRADE C	281.91	1,691.46
12.00	VZTI-0830-D NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINAT E,STD CORE,NO TECH .H-FNY FORMICA - SOL .HP-62 GRAY TONE	29.12	349.44

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12.00	VZTI-0830-F NN	COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/ TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	15.18	182.16
12.00	VZTI-2430-F NN	COMPOSE,SINGLE TILE,24IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	35.88	430.56
12.00	VZTI-4030-F NN	COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC /TACKABLE,STD CORE,NO TECH (LV) TANGRAM ,LV-TR TANGRAM - TRICK, GRADE D	45.73	548.76
17.00	VZAL-5000	PANEL, VERTICAL LIGHT BLOCK, 50IN, COMPOSE	0.90	15.30
16.00	VZCC-0024-A	COMPOSE, TOP TRIM 24IN. W ,TR-DM DARK BRONZE METALLIC, GRADE B	15.62	249.92
10.00	VZCC-0060-A	COMPOSE, TOP TRIM 60IN. W ,TR-DM DARK BRONZE METALLIC, GRADE B	25.16	251.60
5.00	VZCC-0078-A	COMPOSE, TOP TRIM 78IN. W ,TR-DM DARK BRONZE METALLIC, GRADE B	38.06	190.30

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1.00	VZCC-0084-A	COMPOSE, TOP TRIM 84IN.W .TR-DM DARK BRONZE METALLIC, GRADE B	40.22	40.22
11.00	VZCC-0090-A	COMPOSE, TOP TRIM 90IN.W .TR-DM DARK BRONZE METALLIC, GRADE B	42.37	466.07
17.00	VZCE-5000-A	COMPOSE, PANEL TRIM, END-OF-RUN 50IN.H .TR-DM DARK BRONZE METALLIC, GRADE B	43.17	733.89
1.00	VZCE-6600-A	COMPOSE, PANEL TRIM, END-OF-RUN 66IN.H .TR-DM DARK BRONZE METALLIC, GRADE B	54.13	54.13
17.00	VZCL-5000-A	COMPOSE, CONNECTOR TRIM, CORNER, 2-WAY 50IN.H .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B	94.76	1,610.92
5.00	VZCS-0000	COMPOSE, CORNER BLOCK ASSEMBLY, 90DEG	8.15	40.75
1.00	VZCT-5000-A	COMPOSE, CONNECTOR TRIM, CORNER, 3-WAY 50IN.H .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B	92.13	92.13
5.00	VZCT-6600-A	COMPOSE, CONNECTOR TRIM, CORNER, 3-WAY 66IN.H .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B	106.29	531.45

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4.00	VZCX-5000-A	COMPOSE,CONNECTOR TRIM,CORNER,4-WAY 50IN.H .TR-DM DARK BRONZE METALLIC, GRADE B	52.24	208.96
1.00	VZVE-1600-A	COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 16IN.H .TR-DM DARK BRONZE METALLIC, GRADE B	25.06	25.06
5.00	VZVT-1600-A	COMPOSE,PANEL TRIM,VARIABLE,3-WAY 16IN.H .TR-DM DARK BRONZE METALLIC, GRADE B	30.78	153.90
16.00	VZAR-0000	PANEL, RECEPTACLE BLANK COVER, COMPOSE .TR-G SMOOTH - GRAY TONE, GRADE A	1.13	18.08
10.00	VZER-0003-M	COMPOSE,RECEPTACLE,TRIPLE X, 15-AMP, 3 CIRCUIT, 332, CM .TR-G SMOOTH - GRAY TONE, GRADE A	41.21	412.10
76.00	VZAD-0000-R	ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009 .TR-G SMOOTH - GRAY TONE, GRADE A	0.68	51.68
4.00	VZEB-0000-3	COMPOSE,BASE FEED MODULE,HARDWIRE CONN	60.40	241.60

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<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
1.00	WURA-1836-L JSB	RECT WORKSURFACE 18D X 36W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	46.06	46.06
15.00	WURA-1836-L JSB	RECT WORKSURFACE 18D X 36W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	46.06	690.90
10.00	WURA-2460-L JSB	RECT WORKSURFACE 24D X 60W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	83.13	831.30
1.00	WURA-2460-L JSB	RECT WORKSURFACE 24D X 60W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	83.13	83.13
5.00	WURA-2478-L JSB	RECT WORKSURFACE 24D X 78W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	101.67	508.35
1.00	WURA-2478-L JSC	RECT WORKSURFACE 24D X 78W .H-3P PLATINUM, GRADE A .HP-3P PLATINUM, GRADE A	101.67	101.67
32.00	ZUBF-0000-P N	FLUSH MOUNT PLATE	4.04	129.28

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1.00	ZZBA-0000-P L	SIDE/CORNER BRACKET	3.20	3.20
15.00	ZZBD-1600-P L	COMPOSE, CNTLVR BRKT,16IN.D, LH	10.01	150.15
16.00	ZZBD-1600-P R	COMPOSE, CNTLVR BRKT,16IN.D,RH	10.01	160.16
12.00	ZZFD-2400-P NFF	COMPOSE WORKSURFACE DBL SUPPORT LEG,STEEL,24IN.D	70.22	842.64
		,TR-DM DARK BRONZE METALLIC, GRADE B		
2.00	ZZFS-1800-L NEJ	WORKSURFACE SUPPORT PANEL,18IN.W	54.37	108.74
		,H-3P PLATINUM, GRADE A		
		,HP-3P PLATINUM, GRADE A		
1.00	JCPT-0230-S 8A	X SERIES,COMBO UNIT,27.5"H X 30"W,FILE(L),BOX,BOX(R),L ATFILE,STEEL DRAWER FRONT,STEEL LOCK MATERIAL,LINEAR PULL,ATTACHED,GLIDES	444.18	444.18
		,TR-DM DARK BRONZE METALLIC, GRADE B		
		,LR-BP CHROME, GRADE A		
15.00	JPAH-18-S8	X SERIES,PEDESTAL,ATTACHED, B/B/F,18"D,PTDDRWFRONT, STL I.KRL,LINEAR PULL	197.93	2,968.95
		,TR-DM DARK BRONZE METALLIC, GRADE B		
		CONTINUED...		

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		.LR-BP CHROME, GRADE A		
15.00	JPAJ-18-S8	X SERIES, PEDESTAL, ATTACHED, F/F, 18"D, PTDDRWFRT, STL LKRL, LINEAR PULL	178.72	2,680.80
		.TR-DM DARK BRONZE METALLIC, GRADE B .LR-BP CHROME, GRADE A		
16.00	KZPY-1660	COMPOSE, SLAT TILE, EXT MT, 16IN.H X 60IN.W	73.99	1,183.84
		.TR-IC ACCENT BLUE, GRADE B		
32.00	DTLT-2	LETTER TRAY	11.56	369.92
		.TR-LQ FROST, GRADE A		
16.00	DTPR-3	MOXIE JUMP STUFF PAPER SORTER	32.46	519.36
		.TR-LQ FROST GRD A .TR-MC METALLIC CHAMPAGNE GRD B		
16.00	DTWC-2	TOOL CUP	9.90	158.40
		.TR-LQ FROST, GRADE A		
11.00	SCH-44-3S	VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	1,255.21
		.TR-FA TOMATO, GRADE A .TR-7 FOG, GRADE A .TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
16.00	SCT-20-4112	VERY TASK CHAIR, FAB SEAT, MESH BK, HGT ADJ ARMS, ALUM BSE, SFT CTRS, BK LK, W/LUM,	478.88	7,662.08

CONTINUED...

PAGE 15

Page 30 of 46

1515 ARAPAHOE ST.
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		(LV) TANGRAM ,LV-PE TANGRAM - PERPLEX, GRADE D (MS) VERY TASK MESH ,MS-FJ VERY TASK MESH - SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B - PUBLIC SPACE -		
4.00	JDSL-2472-J FFSBS	X SERIES,RECT DESK,LAM, EBJ,24X72,END,END,PTD,1/3 MOD,CBL MGT	429.37	1,717.48
		,H-3P PLATINUM, GRADE A ,HP-3P PLATINUM, GRADE A ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B		
8.00	SCH-44-3S	VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	912.88
		,TR-FJ SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
7.00	SCH-44-3S	VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	798.77
		,TR-FA TOMATO, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
16.00	SCL-44-0H	VERY SIDE STOOL,PLSTC SEAT,PLSTC BK,ARMLESS,PLSTC GLD,	252.79	4,044.64
		,TR-FA TOMATO, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		

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QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
2.00	SCT-20-4112	VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM, (MV) TECH ,MV-P TECH - OPTICS, GRADE B (MS) VERY TASK MESH ,MS-FJ VERY TASK MESH - SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE , GRADE B - SMALL OFFICE -	455.56	911.12
2.00	JDSL-3066-J AFSDS	X SERIES,RECT DESK,LAM, EBJ,30X66,PED,END,PTD,3/4 MOD,CBL MGT ,H-3P PLATINUM, GRADE A ,HP-3P PLATINUM, GRADE A ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	336.72	673.44
2.00	JPDH-30-S8L D	X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,30"D,ST EEL DRAWER FRONT,STEEL LOCKBAR,LINEAR PULL,LH,3/4 MOD ,TR-DM DARK BRONZE METALLIC, GRADE B ,LR-BP CHROME, GRADE A	217.15	434.30
2.00	SCT-20-4112	VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM, (LV) TANGRAM ,LV-PE TANGRAM - PERPLEX, GRADE D (MS) VERY TASK MESH ,MS-FJ VERY TASK MESH - SLATE, GRADE A CONTINUED...	478.88	957.76

1515 ARAPAHOE ST.
TOWER I, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
2.00	SCH-44-3S	VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING.	114.11	228.22
		,TR-FJ SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B - SMALL CONFERENCE ROOM -		
4.00	SCM-24-3H	VERY SEMINAR, FAB SEAT, PLSTC BK, ARM, PLSTC GLD,	268.20	1,072.80
		(MV) TECH ,MV-P TECH - OPTICS, GRADE B ,TR-FJ SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
1.00	TARA-3672-L JMNPG4C	PLANES, TABLE, RT, LAM, 36"X7 2", EB3, 2", CO: NONE, PRM, GLD , 29"H, CBL	694.39	694.39
		,H-KD RIVER CHERRY GRD B ,HP-KD RIVER CHERRY GRD A ,TR-DM DARK BRONZE METALLIC GRD B ,H-KD RIVER CHERRY GRD B ,HP-KD RIVER CHERRY GRD A - BREAK ROOM -		
2.00	NCCL-36	36" ROUND TABLE, LAMINATE	258.28	516.56
		,H-3P PLATINUM, GRADE A ,HP-3P PLATINUM, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		

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CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
4.00	SCH-44-3S	VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING, ,TR-FA TOMATO, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B - LARGE CONFERENCE ROOM -	114.11	456.44
1.00	TARA-42C0-L JMNPG4C	PLANES, TABLE, RT, LAM, 42" X 1 20", EB3, 2", CO: NONE, PRM, GL D, 29" H, CBL ,H-KD PREMIUM - RIVER CHERRY, GRADE B ,HP-KD RIVER CHERRY, GRADE A ,TR-DM DARK BRONZE METALLIC, GRADE B ,H-KD PREMIUM - RIVER CHERRY, GRADE B ,HP-KD RIVER CHERRY, GRADE A	1,074.82	1,074.82
1.00	GACI-2054-L NSNAG4	PLANES, BASE, CREDENZA, NO SLIDER 20IN.D X 54IN.W ,H- OKD ,HP- OKD ,TR- OMC ,LR- OBP	867.70	867.70
1.00	GACJ-2054-L JSNNNN	PLANES, TOP, CREDENZA 20IN.D X 54IN.W ,H-KD PREMIUM - RIVER CHERRY, GRADE B ,HP-KD RIVER CHERRY, GRADE A	190.54	190.54
10.00	SCM-22-31	VERY SEMINAR, FAB SEAT, FAB BK, ARM, HD CSTS,	333.67	3,336.70

(MV) TECH
CONTINUED...

1515 ARAPAHOE ST.
TOWER I, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
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CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		.MV-P TECH - OPTICS, GRADE B (MV) TECH .MV-P TECH - OPTICS, GRADE B .TR-FJ SLATE, GRADE A .TR-7 FOG, GRADE A .TR-MC SMOOTH - METALLIC CHAMPAGNE, GRADE B		
1.00	JDBL-2442-J NNNBSS	X SERIES, BRIDGE, LAM, 2442, 1/ 3 MODESTY, CABLE MGT	159.59	159.59
		.H-KD PREMIUM - RIVER CHERRY, GRADE B .HP-KD RIVER CHERRY, GRADE A .TR-DM DARK BRONZE METALLIC, GRADE B		
1.00	JDSL-2472-J FFSBN	X SERIES, RECT DESK, LAM, EB3, 24X72, END, END, PTD, 1/3 MOD, NO CBL MGT	444.80	444.80
		.H-KD PREMIUM - RIVER CHERRY, GRADE B .HP-KD RIVER CHERRY, GRADE A .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B		
1.00	JDSL-3072-J FASDN	X SERIES, RECT DESK, LAM, EB3, 30X72, END, PED, PTD, 3/4 MOD, NO CBL MGT	366.45	366.45
		.H-KD PREMIUM - RIVER CHERRY, GRADE B .HP-KD RIVER CHERRY, GRADE A .TR-DM DARK BRONZE METALLIC, GRADE B .TR-DM DARK BRONZE METALLIC, GRADE B		
1.00	JLPD-0236-S 8A	X SERIES, 27.5"H X 36"W, LATERAL FILE, FILE, STEEL DRAWER FRONT, STEEL LOCK MATERIAL, ATTACHED, LINEAR PULL, GLIDES .TR-DM DARK BRONZE METALLIC, GRADE B CONTINUED...	300.39	300.39

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201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
		.LR-BP CHROME, GRADE A		
1.00	JPDH-30-S8R D	X SERIES, PEDESTAL, ATTACHED DESK, BOX/BOX/FILE, 30"D, ST EEL DRAWER FRONT, STEEL LOCKBAR, LINEAR PULL, RH, 3/4 MOD	217.15	217.15
		.TR-DM DARK BRONZE METALLIC, GRADE B .LR-BP CHROME, GRADE A		
1.00	JTVS-1872	X SERIES, TACKBOARD, VSU. PTD PNL, 18 X 72	69.27	69.27
		(LV) TANGRAM .LV-TR TANGRAM - TRICK, GRADE D		
1.00	JUKL-3372-S L	X SERIES, VERTICAL STORAGE, STL. END PNLS, HINGE, LAM DOOR, 33IN. X 72IN, 2 LOCKS	815.55	815.55
		.TR- ODM .H- OKD .HP- OKD .LR- OBP		
2.00	SCH-24-3S	VERY WIRE STACKER, FAB SEAT, PLSTC BK, ARMS, NON GANGING,	172.38	344.76
		(LV) TANGRAM GRD D .LV-PE PERPLEX GRD D .TR-FJ SLATE GRD A .TR-7 FOG GRD A .TR-MC METALLIC CHAMPAGNE GRD B		

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201 WEST COLFAX DEPT.908
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DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
1.00	SCT-20-4112	VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM, (L.V) TANGRAM ,LV-PE TANGRAM - PERPLEX, GRADE D (MS) VERY TASK MESH ,MS-FJ VERY TASK MESH - SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE , GRADE B - TRAINING ROOM -	478.88	478.88
1.00	JDRL-2448-J ANNBSS	X SERIES,RETURN,LAM,2448,PE D,OPEN,1/3 MODESTY,CABLE MGT ,H-KD PREMIUM - RIVER CHERRY, GRADE B ,HP-KD RIVER CHERRY, GRADE A ,TR-DM DARK BRONZE METALLIC, GRADE B	174.32	174.32
1.00	JDSL-3072-J FFSDN	X SERIES,RECT DESK,LAM, EB3,30X72,END,END,PTD,3/4 MOD,NO CBL MGT ,H-KD PREMIUM - RIVER CHERRY, GRADE B ,HP-KD RIVER CHERRY, GRADE A ,TR-DM DARK BRONZE METALLIC, GRADE B ,TR-DM DARK BRONZE METALLIC, GRADE B	477.00	477.00
1.00	JPDH-24-S8L B	X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,24"D,ST EEL DRAWER FRONT,STEEL LOCKBAR,I,INEAR PULL,LH,1/3 MOD ,TR-DM DARK BRONZE METALLIC, GRADE B ,LR-BP CHROME, GRADE A	207.54	207.54

1515 ARAPAHOE ST.
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CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
1.00	SCT-20-4111	VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE HD CTRS,BK LK, W/LUM. (LV) TANGRAM ,LV-PE TANGRAM - PERPLEX, GRADE D (MS) VERY TASK MESH ,MS-FJ VERY TASK MESH - SLATE, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE , GRADE B	478.88	478.88
20.00	SCM-25-31	VERY SEMINAR,FAB SEAT,TETRO BK,ARM,HD CSTS, (MV) TECH ,MV-P TECH - OPTICS, GRADE B ,TR-FA TOMATO, GRADE A ,TR-7 FOG, GRADE A ,TR-MC SMOOTH - METALLIC CHAMPAGNE , GRADE B	304.30	6,086.00
10.00	.SPC13072RE S.L6	SUPREME COLLECTION. 30 X 72 X 29 HIGH QUOTE #6821 1 X RECTANGLE ONE PIECE HPL 1.25" THICK TOP WITH HPLSELF EDGES 2 X STATIONARY "C" STYLE BASES ON LEVELERS 1 X MM72: METAL MODESTY PANEL. 20-GAUGE X 9" HIGH PERFORATED METAL MODESTY PANEL IS FREE SWINGING ANDFIELD INSTALLED 2 X PVULIB1: VILLA UNDER TABLE LINKING POWER BOX WITH2 OUTLETS WIRED FOR CIRCUIT 1 AND 2 RJ45 DATA JACKS WITHMETAL FLEXIBLE INTERCONNECTING CABLES. FEEDER CABLESPECIFIED	1,484.45	14,844.50

CONTINUED...

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT. 908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

1515 ARAPAHOE ST.
TOWER 1, SUITE 100
DENVER, CO 80202

PROPOSAL:
DATE PREPARED:
06/04/15
QUOTATION VALID:
07/04/15

QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
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SEPARATELY
POWER BOX LOCATION CODE:
PB AND PCI X G S: 2.5"
ROUND ABS PLASTIC
GROMMET. TABLE INCLUDES
HOLE CUT OUT AND TWO
PIECE INSERT FOR
FIELD INSTALLATION
GROMMET LOCATION: G8
(CENTER OF TABLE TOP) 1 X
WH: HORIZONTAL FOUR TRACK
WIRE MANAGEMENT. 3" WIDE X
.75" HIGH X 36" LONG
TRACK IS FIELD INSTALLED
WITH HEAVY DUTY
SELF-ADHESIVE STICKY
TAPE
1 X WB: LASER CUT HOLES
IN BASE - 1.5" X 2.5"
TALL LASER CUT HOLES IN
TOP AND BOTTOM OF BASE
FOR VERTICAL
WIRE MANAGEMENT ACCESS
2 X C2: CPU FIXED HOLDER
(HEIGHT ADJUSTMENT OF
13.375" - 20.5" AND WIDTH
ADJUSTMENT OF 2.75" X
5.25")

TOP: WILSON ART - FASHION GREY D381-60
SELF-EDGE: WILSON ART - FASHION GREY D381-60
BASE: GRAPHITE METALLIC (GM)
MODESTY: GRAPHITE METALLIC (GM)
GROMMET: SILVER

7.00	.PST572F	72" LONG SOFTWIRED FEEDER CABLE WITH 48" OF METAL FLEXIBLE CONDUIT AND THE 24" OF BLACK CORD WITH THREE PRONGED PLUG	101.52	710.64
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1515 ARAPAHOE ST.
TOWER 1, SUITE 100
DENVER, CO 80202

Phone: 303-824-2000
Fax: 303-824-2001

CUSTOMER:
CITY & COUNTY OF DENVER
201 WEST COLFAX DEPT.908
ATTN: ACCTS PAYABLE
DENVER, CO 80202

PROPOSAL: 96743
DATE PREPARED: 06/04/15
QUOTATION VALID: 07/04/15

<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
20.00	C2	CPU HOLDER - FIXED HEIGHT ADJUSTMENT OF 13.375" - 20.5" AND WIDTH ADJUSTMENT OF 2.75" X 5.25"	219.51	4,390.20
1.00	LSET-1	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1 .LX-BP CHROME GRD A	0.00	0.00
15.00	LSET-2	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 2 .LX-BP CHROME GRD A	0.00	0.00
2.00	LSET-1	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1 .LX-BP CHROME GRD A	0.00	0.00
1.00	LSET-2	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 2 .LX-BP CHROME GRD A	0.00	0.00
1.00	LSET-4	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 4 .LX-BP CHROME GRD A	0.00	0.00
1.00	LSET-1	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1 .LX-BP CHROME GRD A	0.00	0.00

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DATE PREPARED: 06/04/15
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<u>QTY</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
15.00	PEAR HOURS	DESIGN & PROJECT MANAGEMENT SERVICES - DISCOUNTED CITY RATE	65.00	975.00
1.00	INSTALL	LABOR TO INSTALL APPROX. 86 LINEAL FT OF ENCLOSE WALLS, 16 WORKSTATIONS, DESKS, 1 RETURN, 4 DESKING UNITS, 14 TABLES, 81 STACK CHAIRS, 30 TASK CHAIRS AND 1 CREDENZA DURING NORMAL BUSINESS HOURS WITH PREVAILING WAGES	15,685.71	15,685.71

SITE CONTACT:
KASHA
PRZYWITOWSKI
720-545-6944

PEAR CONTACT:
KELLY
MARTINEZ
303-824-2037

PRODUCT SUBTOTAL: 146,213.31

FINAL TOTAL 146,213.31

BY SIGNING THIS DOCUMENT YOU AGREE TO BE BOUND BY PEAR'S TERMS AND CONDITIONS

AUTHORIZED SIGNATURE: _____

Purchase Order

N. Montellegio / Azir P. Taylor
Furniture

DO NOT INVOICE TO THIS ADDRESS
City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order	Date	Revision	Page:
MOOET-0000002421	05/03/2016		1 of 5
Payment Terms	Freight Terms	Ship Via	
Net30	DESTINATION	Common	
Buyer	Phone	Origin	
Schafer, Janell - Purchasing	720/913-8109	REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y		Tax Exempt ID: 98-02890-000					
Line-Sch	Vendor Part# / Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	PURCHASE OF FURNITURE		1.00	LOT	\$15,116.31	\$15,116.31	05/12/2016
	Req ID: 0000052361						
2 - 1	INSTALLATION OF FURNITURE		1.00	JOB	\$13,668.57	\$13,668.57	05/12/2016
	Req ID: 0000052361						
3 - 1	DESIGN AND PROJECT MANAGEMENT		15.00	HR	\$65.00	\$975.00	05/12/2016
	Req ID: 0000052361						
4 - 1	REMOVAL OF EXISTING FURNITURE AFTER HOURS		1.00	JOB	\$7,714.29	\$7,714.29	05/12/2016
	Req ID: 0000052361						

Payment of Prevailing Wages is a MANDATORY requirement of this Purchase Order. For information on Prevailing Wage requirements please contact the Auditor's Office at (720) 913-5000 or auditor@denvergov.org.

AGENCY CONTACT: Kasha Prywitowski | (720) 865-7502
AGENCY CONTACT: Jason Mathis 720-913-5518
VENDOR CONTACT: Kelly Martinez | (303) 824-2037 |
kmartinez@pearwork.com

11.11.11 *I*

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order	Date	Revision	Page:
MOOET-0000002421	05/03/2016		2 of 5
Payment Terms	Freight Terms	Ship Via	
Net30	DESTINATION	Common	
Buyer	Phone	Origin	
Schafer, Janell - Purchasing	720/913-8109	REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
invoic@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y		Tax Exempt ID: 98-02890-000					
Line-Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of HAWORTH/CITY CONTRACT #60253 AA

This purchase shall be for Office Furniture. See Quote#100022 for item description and pricing information only. This purchase requires inside delivery. Any and all deliveries and installation schedule shall be confirmed 48 Hours with the Agency Contact prior to work performed. Labor to be performed during normal business hours. All Freight Pricing is included and No Additional Freight Charges shall be accepted.

Upon completion of services or delivery of goods all invoices shall be sent to the Accounts Payable. Invoices must reference the Purchase Order

For additional questions regarding this purchase order and the terms herein contact: Janell Schafer | 720-913-8109 | janell.schafer@denvergov.org

Total PO Amount

\$37,474.17

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect (unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing) and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

If this purchase order is for a task order, the terms and conditions of the applicable City contract shall govern.

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-000002421	Date 05/03/2016	Revision	Page: 3 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y

Tax Exempt ID: 98-02890-000

Line- Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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TERMS AND CONDITIONS

GENERAL CONDITIONS OF PURCHASE:

1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveals goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.
6. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Purchase Order, encumbered for the purpose of this Purchase Order and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.
7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to exceed the amount appropriated and encumbered for this Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.
8. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.
9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.
10. Termination: City may terminate this Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.
11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.
12. Venue, Choice of Law and Dispute: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 58-106. Director of Purchasing shall render the final determination.

Page 44 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver

Purchasing Division

201 West Colfax Avenue Dept.304

Denver, CO 80202

United States

Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order MOOET-0000002421	Date 05/03/2016	Revision	Page: 4 of 5
Payment Terms Net30	Freight Terms DESTINATION	Ship Via Common	
Buyer Schafer, Janell - Purchasing	Phone 720/913-8109	Origin REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
Invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line- Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries.

14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies 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, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. 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 Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or 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. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Workers' Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability Insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor'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 Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage 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. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must 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.

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be construed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

21. Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

CHUBB

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Page 45 of 46

Purchase Order

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver
Purchasing Division
201 West Colfax Avenue Dept.304
Denver, CO 80202
United States
Phone: 720/913-8100 Fax: 720/913-8101



Purchase Order	Date	Revision	Page:
MOOET-0000002421	05/03/2018		5 of 5
Payment Terms	Freight Terms	Ship Via	
Net30	DESTINATION	Common	
Buyer	Phone	Origin	
Schafer, Janell - Purchasing	720/913-8109	REG	

Vendor: 0000089490

PEAR LLC
1515 ARAPAHOE ST TOWER 1 STE 100
DENVER CO 80202
United States

Ship To:
FMU Administration
201 West Colfax Avenue
Dept 1011
Denver CO 80202
United States

Bill To:
Accounts Payable
201 West Colfax Ave Dept 908
Invoices@denvergov.org
720/913-8811
Denver CO 80202
United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line- Sch	Vendor Part#Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of 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.

26. Advertising and Public Disclosure: The Vendor shall not include any reference to the Purchase Order or to services performed or goods purchased pursuant to the Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

27. 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 subcontractor 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 that otherwise requires the Contractor 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 subcontractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor or subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor or subcontractor if within three (3) days after such notice the subcontractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor 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.

28. In order to receive payment, a complete and responsive invoice must be submitted as required by the City's Prompt Payment Ordinance Article VII of Chapter 20, D.R.M.C., which includes clearly stating the City-generated purchase order or contract number on the invoice and complying with the City's Invoicing Instructions, including delivery of the invoice to the proper City official or agency.

29. Warranty: Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or stand alone professional services under \$10,000, shall be performed in a workmanlike and professional manner, with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

Authorized Signature

Exhibit

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Page 46 of 46

Technology and Data Protection Terms and Conditions

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
 - 1.1 **"Data"** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City or End Users and all information that is the output of any computer processing or other electronic manipulation of any information that was created in any way in connection with the Services, or any other affiliated services provided by Contractor under the Agreement and includes Personal Information, City Confidential Information, and End User Data. **"Data"** includes account credentials and information, passwords, email content, headers, attachments, logs or other information and records sent, received, or created by or for End Users.
 - 1.2 **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data
 - 1.3 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason.
 - 1.4 **"End User"** means the individuals authorized to provide, access, use, monitor, evaluate, audit or oversee the Services, or any other affiliated services provided by Contractor under this Agreement including without limitation i) employees, authorized agents, students, and volunteers of City, Contractor, One-Stop Partners, other Third Party consultants, auditors and other independent contractors performing services for City; ii) any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to the Services, or any other affiliated services provided by Contractor provided under this Agreement; iii) customers of City provided services; and iv) any external users collaborating with Contractor or City in connection with this Agreement.
 - 1.5 **"Third Party"** means persons, corporations and entities other than Contractor, City, or One Stop Partners or any of their employees, contractors or agents.

2. RIGHTS AND LICENSE IN AND TO DATA

- 2.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as provided in this Agreement solely for the purpose of performing its obligations hereunder.
- 2.2 All Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.
- 2.3 City retains the right to monitor and oversee the Services to access and retrieve Data stored on Contractor's Services infrastructure at any time at its sole discretion.

3. DATA PRIVACY

- 3.1 Contractor will use Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 3.2 Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff ") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees ' duties and the sensitivity of the Data they will be handling.

4. DATA SECURITY AND INTEGRITY

- 4.1 All facilities used to store, and process Data will implement and maintain administrative, physical, technical and procedural safeguards and best

practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to, the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); the Health Insurance Portability and Accountability Act (HIPAA); the Family Education Rights and Privacy Act (FERPA); the Payment Card Industry Data Security Standard; or the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy.

- 4.2 Contractor warrants that all Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3 Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.
- 4.4 Prior to the Effective Date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:
 - 4.4.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
 - 4.4.2 A vulnerability scan, performed by a City and County of Denver's Technology Services approved Third Party scanner, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement;
 - 4.4.3 A formal penetration test, performed by a process and by qualified personnel approved by City and County of Denver's Technology Services, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.5 Contractor will provide City and County of Denver's Technology Services and Office of Economic Development the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.6 Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City and County of Denver's Technology Services and Office of

Economic Development with written evidence of remediation.

- 4.7 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to the City and County of Denver's Technology Services and Office of Economic Development within seven (7) business days of Contractor's receipt of such results.
- 4.8 Contractor shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits, along with Contractors of the Office of Economic Development and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.

5 RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:
 - 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will notify City and County of Denver's Technology Services and Office of Economic Development in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
 - 5.1.2 Consult with City and County of Denver's Technology Services and Office of Economic Development regarding its response;
 - 5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
 - 5.1.4 Upon request, provide the City and County of Denver's Technology Services and Office of Economic Development with a copy of its response.
- 5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of Data required for City to respond within forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.

6. DATA COMPROMISE RESPONSE BREACH OF PHI OR OTHER CONFIDENTIAL DATA

- 6.1 Upon the discovery of a breach or suspected breach of unsecured PHI or any other unsecured data that by its nature or assigned under this Agreement to be

held in confidence or have proprietary value, Contractor shall notify, in writing, the City and County of Denver's Office of Economic Development Chief Operations Officer and the City and County of Denver's Technology Services IT Security and Governance immediately upon the discovery of an actual or suspected breach Contractor shall report, either orally or in writing, to City and County of Denver's Technology Services and Office of Economic Development any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to City and County of Denver's Technology Services and Office of Economic Development as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.

- 6.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and County of Denver's Technology Services and Office of Economic Development and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 6.3 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.4 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City and County of Denver's Technology Services and Office of Economic Development, and prevent further similar unauthorized use or disclosure.
- 6.5 Contractor, at its expense, shall cooperate fully with City and County of Denver's Technology Services and Office of Economic Development's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, Contractor will not disclose or otherwise

provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.

- 6.7 Notwithstanding any other provision of this agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third Parties whose Data were compromised and to regulatory bodies, law-enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each person impacted by a Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a results of the Data Compromise.

7. DATA RETENTION AND DISPOSAL

- 7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2 Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies consistent with the City's data retention policies.
- 7.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4 Contractor will retain logs associated with End User activity consistent with the City's data retention policies.
- 7.5 Contractor will immediately preserve the state of the Data at the time of the request and place a "hold" on Data destruction or disposal under its usual records retention policies of records that include Data, in response to an oral or written request from City and County of Denver's Technology Services and Office of Economic Development indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City and County of Denver's Technology Services and Office of Economic Development

will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City and County of Denver's Technology Services and Office of Economic Development.

8. DATA TRANSFER UPON TERMINATION OR EXPIRATION

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all Data are securely transferred to City and County of Denver's Technology Services and Office of Economic Development, or a Third Party designated by City and County of Denver's Technology Services and Office of Economic Development, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City and County of Denver's Technology Services and Office of Economic Development, and that City and County of Denver's Technology Services and Office of Economic Development will have access to Data during the transition. In the event that it is not possible to transfer the aforementioned data to City and County of Denver's Technology Services and Office of Economic Development in a format that does not require proprietary software to access the data, Contractor shall provide City and County of Denver's Technology Services and Office of Economic Development with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.
- 8.2 Contractor will provide City and County of Denver's Technology Services and Office of Economic Development with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City and County of Denver's Technology Services and Office of Economic Development access to Contractor's facilities to remove and destroy City-owned assets and Data.
- 8.3 Along with the notice described above, Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
- 8.4 Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City and County of Denver's Technology Services and Office of Economic Development.
- 8.5 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal

disruption to City and County of Denver's Technology Services and Office of Economic Development. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on City and County of Denver's Technology Services and Office of Economic Development, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.