

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **W.J. DICKENSHEET & ASSOCIATES, INC.**, a Colorado Corporation, with its principal place of business located at 1501 W WESLEY AVE, DENVER , CO 80223 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on August 1, 2016 and will expire on July 31, 2021 (the “Term”).

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amounts set forth in **Exhibit A**.

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

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION TWO HUNDRED THOUSAND DOLLARS** (\$1,200,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. 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.

6. TERMINATION:

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

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

8. **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.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required

policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include

the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

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

j. Additional Provisions:

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

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

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

10. DEFENSE AND INDEMNIFICATION

a. Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs

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

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

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.

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. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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.

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.

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. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

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

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

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

b. The Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

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

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

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

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

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

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

20. **DISPUTES**: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

21. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

23. **COMPLIANCE WITH ALL LAWS**: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of

the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Manager directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright,

patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

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

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

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

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

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the 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.

35. PCI/DSS COMPLIANCE:

a. The Contractor covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA

Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). Contractor represents and warrants that all of the hardware, software and communication components that it uses under this Agreement for processing payments is and will be PCI DSS compliant during the term of this Agreement. All payment related service providers that Contractor uses under the Agreement must be recognized by the necessary Associations as compliant with Security Guidelines. Contractor further agrees to exercise reasonable due diligence to ensure that all of its payment related service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to credit card information under this Agreement maintain compliance with the Security Guidelines and comply in full with the terms and conditions set out in this Section.

b. The Contractor shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind, Contractor shall immediately notify the City in writing, and shall provide, at Contractor’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

c. Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of the Contractor’s system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant.

d. The Contractor must provide quarterly results of a network scan for all Internet or IVR payment acceptance modules that verify PCI DSS compliance, or in the City’s sole discretion, allow the City’s contracted PCI DSS compliance auditor full access to the Contractor’s system(s) at any time to provide this verification to the City. Any cost associated with the City’s contracted PCI DSS compliance auditor will be paid by the City. If any Association requires an audit of the Contractor or any of Contractor’s Service Providers, agents, business partners, contractors or subcontractors due to a data security compromise event related to this Agreement, Contractor agrees to cooperate with such audit. If as a result of an audit of

the City it is determined that any loss of information is attributable to the Contractor, the Contractor shall pay the City's reasonable costs relating to such audit, including attorney's fees. No review, approval, or audit by the City shall relieve the Contractor from liability under this section or under other provisions of this Agreement. In the event that the Contractor or its subcontractors make any major POS application or infrastructure changes the City shall be notified within ten business days and the City shall be provided with an appropriate network scan or other requested verification showing network compliance with Security Guidelines.

e. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor, to the extent that its performance of this Agreement includes the allowance or utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach or loss of information with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Agreement. In furtherance of this, Contractor covenants to defend and indemnify the City and the Contractor shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: GENRL-201628388-00

Contractor Name: WJ DICKENSHEET & ASSOCIATES INC

By: Christie Dickensheet

Name: Christie Dickensheet
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: Edward Ritter

Name: Edward Ritter
(please print)

Title: Auctioneer
(please print)



EXHIBIT A

AUCTIONEERING SERVICES

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 SCOPE OF SERVICES:

Contractor shall provide auctioneering services, which include, but are not limited to: appraisals (as required), transport, set-up and other preparatory work, bidder registration, auctioneering, collection of proceeds, reconciliation of proceeds, clerk/cashiering services (as required) and further responsibilities and duties, as required, relating to the above described scope of services and as defined herein.

CATAGORIES OF SERVICES:

CATEGORY 1: ABANDONED/CONFISCATED VEHICLES AND VEHICULAR EQUIPMENT

A. Where:

Denver Sheriff Vehicle Impound Facility, 5226 Brighton Boulevard (York St. & Brighton Blvd.).

B. When:

Every other Wednesday, throughout the year (auctions falling on a holiday or any designated City business closure day shall be scheduled for the Tuesday prior to or the Thursday following the holiday or business closure day). Auctions will not be canceled, so be prepared to work during rain, shine or blizzard.

C. Arrival Time:

No later than 8:00 A.M.; preferably by 7:45 A.M.; Preview is at 9:00 A.M.; the sale begins at 9:30 A.M.

D. Departure Time:

Conclusion of Auction after proceeds have been collected and reconciled.

The Gate/Cleanup person shall remain at the auction site until 5 PM or until all vehicles have been removed as described below.

E. Personnel Required:

1 EA – Auctioneer (Must have ability to call in Spanish)

2 EA - Ring Person/Back-up Auctioneer

2 EA – Runner/Driver/Gate Cleanup Person

1 EA – Recording Clerk (outside)

1 EA – Clerk (inside)/ Office Supervisor

3 EA - Cashier/Clerks (inside)

- Any Auctioneer employee may serve as the GATE CLEANUP PERSON, but individual will work with remaining security personnel in supervising the timely and accurate removal of vehicles, is responsible for cleanup and lockup of the auction

yard, and reporting of any cars that remain in the auction yard after 5 P.M. to the sheriff's.

F. Equipment Required:

1 EA – Portable loudspeaker/PA system capable of carrying voice communications to a crowd of several hundred bidders in a 1 ½ acre sale yard.

1 EA - Pick-up truck upon the bed of which the auctioneer and PA system can be transported throughout the auction yard while conducting the auction. This vehicle should have an enclosure and will need to handle all weather conditions.

1 EA – Driver's license scanner

1 EA - Cash box or register with, at least, \$200.00 change bank

1 EA – Computer and printer to generate vehicle printout list for buyers who purchase multiple vehicles. One copy is to go to buyer, and one copy to gate/cleanup person.

Bid Cards - Pre numbered with registration section detachable (300+)

G. Conduct of Sale:

Inspection of Vehicles: - Upon arrival at the auction yard and prior to allowing bidders into the yard, the auctioneer's personnel shall obtain key envelopes from sale building and examine each vehicle in the yard, removing any keys found within same. (If contraband such as weapons or drug paraphernalia is located in any vehicle, it is to be turned in to the City representative, who will contact the sheriffs about the property.) If a key is found, one attempt will be made to start vehicle. The auctioneer's personnel shall place keys for each vehicle in a key envelope and mark the envelope with the appropriate lot number. Keys are to be turned in to the clerks, who will place them in a box in numerical order, and post a notice on the wall between sale windows indicating which vehicles have keys. The Auctioneer shall make a note on his line-up sheet indicating which vehicles have keys, which vehicles started, and shall announce to the crowd if, in fact, a key was found in that vehicle and if it started. The Auctioneer shall also qualify his announcement with clear language that explains the City does not nor does the Auctioneer guarantee that the keys which were found in the vehicles will actually fit the ignition or doors or trunk of the vehicle from which they were retrieved and if it started, does not mean that the vehicle is able to be driven off the lot. If a key is mislabeled in anyway by auction personal, it becomes the responsibility of the auctioneer to resolve the situation with the buyer. The most likely resolution is paying one of the locksmith to make a key. On all vehicles deemed as "Junkers", personal shall make every effort to write on the windshield "Junk, For Parts Only."

Additionally, during the Inspection of Vehicles period, the clerks and cashier shall prepare their area (sales bldg.) for the assignment of bid cards/registration of bidders and payment collection. During this period, the clerks and cashier shall receive from the City representative all bills of sale/titles/paperwork for the vehicles scheduled to be sold.

The Auctioneer shall receive a copy of the lineup sheet indicating lot numbers, deletions, corresponding vehicle information, and notices of seizure, salvage designations, needed Colorado assigned I.D.s, etc. Auctioneer shall inspect the sale yard to ensure vehicles are in proper order and there are no unexpected additions or deletions. Auctioneer shall mark vehicle with appropriate markings for public notice (junker, salvage, etc.).

Prior to allowing public entry to the auction yard, auction personnel are to assist City representative with closing and locking of the two (2) inner gates located in the auction yard. Also at this time, auction personnel shall place garbage cans provided at the facility at strategic locations in the sale lot for use by patrons.

Bid Cards and Registration of Bidder Inspection Period: - Once all vehicles have been inspected, auctioneer personnel shall allow the auction yard gate to be opened (9:00 A.M.) and shall direct the crowd to the sales building, where registration shall be completed and bid cards assigned. A driver's license scanner should be used, whenever possible, to record a buyer's information, which should then be attached to the bid card registration section, along with the cell phone number of each registered bidder. A \$100.00 "good faith" cash deposit is also required of each registered bidder at this sale, and this is to be collected from each bidder at the time that he/she registers and clipped to each bid registration card and placed for safekeeping, in numerical order of bidder numbers, and then clipped to sale documents as they arrive until such time as bidder returns to make payment for purchases (bidder may apply \$100.00 to purchase) or (if bidder has not made a purchase) for pick-up of the deposit. Bidder is to produce an ID when they turn in bid number and is to be the same individual who registered and deposited the cash. Bidder is to then initial the back of registration card indicating that they have received their deposit back or applied same to purchase. Again, the \$100.00 cash deposit may be applied to any purchase provided that the bidder surrenders their bid card (also producing appropriate ID) assuring that no further purchases will be made (in the case of resale's, cash will be collected on the sale lot at the time of sale, so they may bid even if they've surrendered their bid card and collected their \$100.00 cash deposit). If bid card is not surrendered at the time of payment (if, for instance, the bidder wishes to purchase more vehicles during the initial sale process), then the deposit will be retained until such time. The \$100.00 cash deposit shall be retained by the City for the following reasons: 1) If bidder has not paid in full for the vehicle(s) they have successfully won by the end of the "payment line" and after the Auctioneer's "last call" announcement indicating that all bidders in line have paid and all remaining unpaid-for vehicles shall be resold, 2) If bidder indicates that they do not have sufficient funds to pay for their purchased vehicle(s) at the price(s) they have bid, and vehicle(s) must be resold and 3) If bidder has omitted picking up their deposit (they must contact the Administrator for a refund in this case). The Auctioneer shall be allowed to retain their standard bid percentage of proceeds to include the cash deposits which shall be included with the primary remittance check to the City. A summary of bidders and corresponding "good faith" cash deposits retained shall be provided to the City along with the remittance of proceeds.

The additional available auctioneer personnel shall circulate throughout the crowd to answer questions and to preclude theft of property from the vehicles (there will also be three armed security guards in attendance at each sale, with one posted at the entry gate at all times). At approximately 9:25 A.M. the Auctioneer shall announce over the loudspeaker system that the inspection period is drawing to a close and that the auction will begin shortly.

NOTE: City surplus vehicles for sale are frequently incorporated into this auction event, and the City representative will provide related paperwork, titles and information for same. City vehicles are to be sold prior to the sale of abandoned/confiscated units and must be paid for immediately. City representative will also advise Auctioneer regarding disclosure of information about specific City vehicles.

Auction: - Auctioneer shall commence the auction no later than 9:30 A.M. Coupled with the auctioneer's opening remarks, the Auctioneer's Checklist supplied by the City for each auction shall be read by the Auctioneer to the crowd and shall then be signed by the Auctioneer and the City representative as verification that same was read to the crowd. (The lineup sheet provided to the Auctioneer by the City representative shall indicate, in addition to which vehicles have keys and started, whether any vehicles for sale require a Colorado assigned I.D., or whether any

vehicle is “salvage”, “rebuilt from salvage”, “junker”, or a seizure. This information must be disclosed to the crowd at the time of sale of any vehicle so designated.) Driver/recording clerk shall ride in the cab of the auction vehicle and shall be responsible for noting the buyer number and sale amount of each individual unit on the bottom portion of the history investigation sheet as the sale progresses. (City representative shall also record this information on his/her lineup sheet, and shall be present alongside Auctioneer to observe sale proceedings and referee any protests or address issues as they may occur.) Ring person shall indicate vehicle being sold by placing an orange traffic cone or flag on vehicle.

The runner shall then, periodically throughout the sale, walk the accumulated sale paperwork to the clerks in the sales building. In addition, runners shall walk all bidders of \$1,000 or more immediately up to the sales office for payment. The clerks (inside) and cashier (inside) shall then prepare the bills of sale and other sale documents for payment, in order of bidders’ numbers. Clerks shall be responsible to complete salvage paperwork, seizure paperwork, emissions paperwork or any additional paperwork as needed. Buyer information on Bills of Sale and Titles shall not be filled in until the party actually paying for the vehicle(s) is present at the auction sale building, pays for units and verifies what name is to be inserted on the Bills of Sale and Titles. Once payment has been made, the clerk shall fill in the name the buyer wishes to have on the Bills of Sale and/or Title, and same shall be released to the appropriate buyers along with any keys/property that was retrieved from the vehicle earlier. As per above, cash deposits are to be returned to patrons who have not purchased vehicles (the left sale window is to be available at all times for these individuals), or cash deposits may be applied to buyer’s purchase, as buyer prefers.

Conclusion of Auction: After the last vehicle has been sold, the Auctioneer shall be responsible for ensuring that all vehicles have been paid for. Auctioneer is to announce “Last Call for Payment” to the crowd, also reminding the crowd that all deposits are to be picked up before Auctioneer’s clerks leave the premises. Clerk is to prepare a list of vehicles that have not been sold, along with corresponding buyer numbers, and provide same to Auctioneer for his announcement. If payment for vehicle(s) is not forthcoming, the Auctioneer shall re-sell the vehicle(s). Two clerks are to gather paperwork for resale (minus deposits), and with the Auctioneer, ring person, runner and City representative are to resell appropriate vehicles. Clerks/runners are to collect cash at the sale site and accompany new buyers back to the sale building for processing of paperwork. Clerk must make certain to record, for the City, each \$100.00 deposit retained, the name of the individual registered, and whether \$100.00 was forfeited due to non-payment of purchase or whether individual registered simply failed to collect their deposit. This information and a separate line on billing entitled “Deposits Retained” (indicating dollar total) must accompany remittance of proceeds.

Gate/Cleanup Responsibility: The Auctioneer shall be responsible for assigning one person to remain at the auction site until 5:00 P.M. on the day of sale. This gate/cleanup person shall be responsible for verifying Bills of Sale for vehicles as they are removed from the auction yard. (One or more security guards shall remain with gate/cleanup person to assist with these duties.) If vehicles remain in the auction yard at 5:00 P.M., the Gate/Cleanup person shall notify Vehicle Impound Facility personnel that car number (City assigned sale number) remains in the auction yard. The Auctioneer shall be responsible for contacting the buyers of vehicles not removed from the auction yard by 5:00 P.M. and to demand removal within twenty-four (24) hours and advising that the Vehicle Impound Facility will charge storage on the vehicle which must be paid to the Vehicle Impound Facility prior to removal. (NOTE: The Gate/Cleanup person shall be authorized to leave the auction site prior to 5:00 P.M. if all vehicles have been removed prior to

that time.) The Gate/Cleanup person shall be responsible for ensuring that garbage/debris is not thrown out of the vehicles into the auction yard; that no tires or batteries are placed in the auction yard dumpster and that any garbage/debris left in the auction yard after the last vehicle is removed is picked up and placed in the auction yard dumpster provided for that purpose. Gate/cleanup person shall empty garbage cans that have been placed around the auction lot into the dumpster and stack up cans behind dumpster. Before leaving premises, City representative shall give lock and chain for main gate to gate/cleanup person, who upon leaving, shall lock gate as directed.

H. Receipt of Proceeds:

The Auctioneer is responsible for the receipt, safekeeping and deposit of all proceeds generated at the sale.

I. Remittance of Proceeds:

Total gross proceeds for abandoned/confiscated vehicles shall be due at the Department of General Services, Purchasing Division, 201 West Colfax, (11th Floor, Dept. 304), by 12:00 P.M. of the second business day following the auction. (NOTE: If City surplus vehicles are included with sale, those proceeds shall be included in remittance as part of the gross proceeds.) Total gross proceeds shall also be due as described above. Proceeds shall be remitted by the auctioneer's personal check or a cashier's check made payable to the Denver Manager of Finance. All "goldenrod" copies of Bills of Sale and the auctioneer's invoice shall also be due as described above. Auctioneer's invoice shall show total gross proceeds for Abandoned/Confiscated vehicles, including "Deposits Retained" as a separate line item, with the auctioneer's contract percentage fee broken out as an "Auction Service." A listing of each \$100.00 deposit retained, along with name and bid number of corresponding registered bidder, whether deposit was forfeited or whether bidder failed to collect deposit, as well as lot number of vehicle(s) shall also be included with remittance of proceeds. Vehicle Statistics Report shall include, total number of bidders, total number of vehicles sold, number city vehicle separated from total number of vehicles, and average sale price of vehicles shall be included with remittance of proceeds. Consigner reports shall be made available upon request and must be retained by the Auctioneer. Abandoned/Confiscated vehicle proceeds and City surplus vehicle proceeds shall be remitted in the form of one check. (NOTE: Separate checks are sometimes required and auctioneer will be notified by City representative if a separate check may be required, and auctioneer will be advised of payee and whether percentage is to be deducted prior to remittance, etc.) Auctioneer shall invoice the Purchasing Division for his/her percentage of gross proceeds (no sales taxes are collected for this category).

CATEGORY 2: UNCLAIMED BICYCLES (LOST, FOUND, STOLEN, CONFISCATED)

A. Where:

Usually held at the Denver Police Department's Bicycle Bureau, 1930 35th St, Denver CO 80216 (35th St. and Arkins Court)

B. When:

Quarterly or as often as required.

C. Arrival Time:

One hour prior to public viewing, usually 8:00 A.M.

D. Departure Time:
Conclusion of Auction.

E. Personnel Required:
1 Ea. – Auctioneer (Must have ability to call in Spanish)
3 Ea. - Ring Person/Bike Handler/ Back Up Auctioneer
1 Ea. – Recording Clerk
3 Ea. – Clerk/Cashiers
1 Ea. – Data Entry Clerk

F. Equipment Required:
Loudspeaker/PA System
Tables and Chairs for clerks/cashiers
Computer System with appropriate auction software and printer
Driver's License Scanner
Bid Cards - Pre numbered with registration section detachable
Clerking Tickets - (At least, two- part)
Cash box or register with, at least, \$200.00 change bank

G. Conduct of Sale:

Upon arrival, the Auctioneer shall set up clerk/cashiering area. City representative shall bring a handout/listing of items for buyers, and bike handlers are to assist with the set-up of chairs and portable stage stored at the facility. The Auctioneer shall commence registration and public viewing no later than one hour prior to the scheduled auction time (auction usually begins at 10:00 A.M.)

The bike handlers shall be responsible for moving the appropriate bicycles to the auction block during the sale and also writing the bid number of the successful bidder on the lot tag attached to each bicycle. (Normally, DPD officers are present to assist with moving and issuing bikes.) The Auctioneer shall assign one bike mover (if requested by the Police Dept.) to help release bikes to buyers who have made remittance prior to the conclusion of the auction. AT NO TIME shall a buyer be allowed in the bike holding area after the auction has begun. AT NO TIME shall a buyer be allowed to retrieve their own bicycle from the bike holding area. One clerk shall be responsible for noting lot number, buyer number and sale price on clerk tickets. Clerking tickets shall be continuously entered into the computer during the auction. The cashier shall receive all monies.

An invoice shall be generated from the computer for each buyer.

At the conclusion of the sale, the Auctioneer shall determine if there are any bicycles present which have not been paid for. If so, the Auctioneer shall re-sell same. Also, at the conclusion of the auction, all available auctioneer personnel shall assist in returning chairs and portable stage to storage areas.

The Auctioneer personnel shall be responsible for assuring that the auction site is left clean and all garbage/debris is picked up and deposited in a trash container.

H. Receipt of Proceeds:

The Auctioneer shall be responsible for the receipt of all proceeds. Appropriate sales tax shall be collected by the Auctioneer.

I. Remittance of Proceeds:

Total gross proceeds less sales tax shall be remitted by the Auctioneer by his/her personal check or cashier's check, made payable to the Denver Manager of Finance, City at the Department of General Service, Purchasing Division, 11th Floor, 201 W. Colfax Avenue by 12:00 Noon on the second business day following the auction. Copies of invoices and consignor reports shall also be due at this time. The Auctioneer, by his/her invoice, shall invoice the Purchasing Division for his/her percentage of gross proceeds.

CATEGORY 3: PERSONAL PROPERTY SEIZED FOR UNPAID TAXES

Note: Facilitated by Treasury Division

A. Where:

As specified by the Treasury Division, City and County of Denver.

B. When:

Periodically throughout the year as specified by the Treasury Division.

C. Arrival Time:

As specified by the Treasury Division.

D. Departure Time:

As specified by the Treasury Division.

E. Personnel Required:

As specified by the Treasury Division. (Required personnel shall be determined by the type and size of business to be sold.) However, on the auction day required personnel shall usually be:

1 EA – Auctioneer (Must have ability to call in Spanish)

1 EA - Ring Person

2 EA - Clerks

1 EA - Cashier

F. Equipment Required:

As specified by the Treasury Division. However, required equipment shall usually be:

Loudspeaker/PA System

Table and Chairs for clerks/cashiers (if not available at auction site.)

Cash Box or register with \$200.00 cash bank

Computer System w/appropriate auction software

Driver's License Scanner

Bid Cards - Pre numbered with registration section detachable

Clerking Tickets - (At least, two- part)

Appropriate Number of Labels for Lotting Purposes

G. Conduct of Sale:

Pursuant to the Revised Municipal Code of the City and County of Denver and Colorado Revised Statutes 39-10-13, the Treasury Division of the City and County of Denver is authorized to sell personal property seized for non-payment of taxes.

The Treasury Division is solely responsible for the conduct of these auctions; any questions related to services to be rendered or method of payment should be directed to the Treasury Division. The Auctioneer's responsibilities shall include and shall not be limited to:

1. Advertising and publicity
2. Appraisal and/or catalogue of property
3. Merchandising/Lotting
4. Set-up
5. Conduct auction in manner specified by Treasury Division.
6. Demand verification (true copy) of sales tax licenses from bidders.
7. A written/printed item list showing each item sold and the amount paid.
8. Any additional requirements as specified by the Treasury Division.

H. Receipt of Proceeds:

As specified by the Treasury Division

I. Remittance of Proceeds:

The Auctioneer shall remit, by personal or cashier's check, total gross proceeds less sales tax to the Treasurer, City and County of Denver no later than 12:00 P.M. on the second business day following the auction. The Auctioneer will submit a bill for his/her services at the same time remittance is made, along with a rate for services as indicated in Pricing Item No. XX. Consigner reports shall be made available upon request and must be retained by the Auctioneer

CATEGORY 4: JEWELRY/COIN (LOST, STOLEN, CONFISCATED)

A. Where:

Site to be determined

B. When:

As needed. Usually once a year on a Wednesday (preview: Tuesday).

C. Arrival Time:

One hour prior to scheduled viewing/inspection time. 10 AM on preview day and 8 AM on sale day.

Preview: Tuesday, 11:00 AM – 3:00 PM (set-up from 9:00 AM – 11 AM)

Sale: Wednesday, 10:00 AM (preview: one hour before auction)

D. Departure Time:

Conclusion of Auction.

E. Personnel Required (preview):

1 EA – Auctioneer/Supervisor (Must have ability to call in Spanish)

1 EA – Registration Clerk

6 EA - Ring Assistants to set up and oversee cases and hand merchandise to buyers for inspection.

(The only equipment needed for preview will be computer equipment, registration cards and clerical supplies, in addition to jewelry boxes in which items shall be placed and arranged.)

Personnel Required (sale)

2 EA - Auctioneer

2 EA - Ring Person

2 EA – Clerks (1 recording & one registration/check-out)

1 EA - Cashier

6 EA - Ring Assistants (1 per jewelry case for preview; they may assist, as needed, for display of items during sale; packaging of items for buyers; and assistance with clerking duties. Ring Assistants may be dismissed as sale begins.)

F. Equipment Required:

Loudspeaker/PA System

Locking Jewelry Cases (at least 6)

Cash box or register with, at least, \$200.00 change bank.

Computer System

Driver's License Scanner

Clerking Tickets - (At least, two- part)

Bid Cards - Pre numbered with registration section detachable

Paper bags (approx. 12" (h), 6" (w), 5" (deep) for sacking of purchased items by buyer number.

G. Conduct of Sale:

The sale shall be conducted in complete compliance with Denver Revised Municipal Code, Chapter 9, §9-10 regarding jewelry.

The Purchasing Division shall be responsible for engaging the services of a jewelry and/or coin appraiser, and the Administrator of Surplus and said jewelry appraiser (certified gemologist or jeweler and/or licensed appraiser) shall have completely appraised, lotted and catalogued items prior to set-up and preview.

The Auctioneer shall be required to supply a sufficient number of locking jewelry cases (at least 6) to assure a smooth, orderly sale without inordinate delays for re-stocking cases. The Auctioneer shall provide at least one ring assistant for each jewelry case during the pre-bid viewing period. (Note: there are usually large pieces, stamp albums, and miscellaneous that does not fit into the jewelry cases. These are arranged between cases, and ring assistants also oversee viewing of these items.) The ring assistant shall be responsible for each item in his/her jewelry case and shall show one and only one lot of jewelry at a time to potential buyers. During the sale, a clerk shall note on the Auctioneer's clerk tickets the appropriate bid number and sale price of sold items. The clerk tickets shall, periodically during the sale, be taken to the clerk/cashier area where they shall be entered into the computer. At least one ring person shall mark each lot tag with the appropriate buyer's bid number. The lot shall then be taken to a "sold" area where paper sacks have been placed. The buyer's bid number shall be noted on the paper sack and the lot shall be placed within the sack with each successive lot purchased by that buyer placed in the same sack. (There are usually boxes available for larger items, also.) AT NO TIME shall buyers be allowed in the "sold" area nor shall buyers be allowed to retrieve their own items. One ring person shall be assigned to the release of items to buyers who have made their remittance. (NOTE: Four of the six required ring assistants may be released at the conclusion of the viewing period. However, sufficient personnel must be retained to ensure a smooth, orderly sale.)

At the conclusion of the auction, all available auctioneer personnel will assist in the release of property to the appropriate buyers.

H. Receipt of Proceeds:

The Auctioneer shall be responsible for the receipt of all proceeds. Appropriate sales tax shall be collected by Auctioneer.

I. Remittance of Proceeds:

Total gross proceeds, less sales tax, copies of invoices and the consignor report shall be due at the Department of General Services, Purchasing Division, Dept. 304 11th Floor, 201 West Colfax, by 12:00 P.M. of the second business day following the sale. Total gross proceeds shall be remitted by the auctioneer's personal check or a cashier's check to the Denver Manager of Finance. The Auctioneer shall invoice the Purchasing Division as referenced in Pricing Items No. XX, XX and XX. Consignor reports shall be made available upon request and must be retained by the Auctioneer.

CATEGORY 5: POLICE CONFISATED/LOST AND FOUND/CITY OWNED PROPERTY LIVE AUCTIONS

A. Where:

City Surplus Warehouse, 671 South Jason Street, Denver, CO 80223

B. When:

Quarterly or as often as required. (Held on Wednesdays; preview/registration 8:00 A.M.; auction at 9:00 A.M.)

C. Arrival Time:

Sixty minutes prior to scheduled viewing time on auction day. (Set-up and lotting is done by City personnel). Previews are held one day prior to sale, (from 9:00 A.M. to 3:00 P.M., and are overseen by City personnel.)

D. Departure Time:

Conclusion of sale.

E. Personnel Required:

2 EA - Auctioneers
2 EA - Ring Person
1 EA – Recording Clerk
3 EA – Clerk/Cashiers
1 EA – Data Entry Clerk
1 EA – Checkout Clerk

F. Equipment Required:

Loudspeaker/PA System
Cash Box or register with \$200.00 cash bank
Computer System w/appropriate auction software
Driver's License Scanner
Bid Cards - Pre numbered with registration section detachable
Clerking Tickets - (At least, three part)

Lot stickers

NOTE: The City will apply a specific series of lot numbers to specific lots of property to indicate enterprise funds, etc. Prior to sale, Auctioneers, ring person and merchandise handler shall do a walk-through with City personnel in order to be aware of unique merchandise and assigned lot numbers.

G. Conduct of Sale:

Auctioneer personnel shall come 2 days prior to sale, after City personal have lotted all items, in order to register all sale items into their system and/or for advertising purposes at no extra charge to the City.

Auctioneer personnel shall arrive at site no later than sixty minutes prior to scheduled viewing time to set up the clerk/cashiering area. The registration of bidders shall commence no later than one hour prior to scheduled auction time. During one-hour preview on day of sale, several Auctioneer personnel are to observe crowd as they inspect small, "lost and found" items (cell phones, electronics, sunglasses, etc.) that are placed in a specific area (there will also be two armed security guards in attendance at each sale). Also, as these items are sold, they are removed to the "office/clerkical" area for safekeeping until paid for and retrieved for patrons by Auctioneer staff. The public is not to have access to the "office/clerkical" area.)

At scheduled auction time, the Auctioneer shall commence the auction by announcing the terms and conditions for this specific sale. The auctioneer may offer lots individually or by group at his/her discretion and with the approval of City representative. Clerking tickets shall be continuously entered into the computer during the auction; sold lots shall be marked with the appropriate buyer's bid number by merchandise handler.

At the conclusion of the auction, all available Auctioneer personnel shall assist in overseeing the release of property to the appropriate buyers. (Buyers transport larger items to bay area on hand carts, etc., but all merchandise is to be checked against buyer tickets to ensure removal of appropriate property and preclude theft.

Invoices and tickets shall be created for each buyer.

Auctioneer shall, at the conclusion of the auction, determine if all merchandise has been paid for; if not, the appropriate lots shall be resold.

H. Receipt of Proceeds:

The Auctioneer shall be responsible for the receipt of all proceeds. Appropriate sales tax shall be collected.

I. Remittance of Proceeds:

Total gross proceeds less sales tax shall be remitted by the Auctioneer by his/her personal check or cashier's check, payable to the Denver Manager of Finance, at the Department of General Services, Purchasing Division, 11th Floor, 201 West Colfax, Dept. 304, by 12:00 Noon on the second business day following the auction. The Auctioneer, by his/her invoice, shall invoice the Purchasing Division for his/her percentage of the gross proceeds. Consigner reports shall be made available upon request and must be retained by the Auctioneer. Auctions occurring within the same week may be submitted to City personal at a different time. For example, Vehicle

Auction and Bike Auction occur within the same week, Vehicle Auction proceeds may be submitted to City personal at Bike Auction.

CATEGORY 6: BISON AUCTION

A. Where:

Bison auctions are usually held at Genesee Mountain Park (west on I-70 to the Chief Hosa Exit--#253. At top of exit ramp turn left --south--cross interstate and enter Chief Hosa Campground. Take first left for approx. 1/2 miles to the elk and bison facility). Occasionally, however, they may be held at Daniels Park (I-25 south past County Line Road West--Exit 195--to Lincoln Ave. Exit. Go west approx. 3 miles to Daniels Park Road--Douglas County No. 29--then approx. 5 miles south to Daniels Park).

B. When:

Once a year in the spring or when surplus of bison occur; usually on Fridays.

C. Arrival Time:

At least one hour prior to scheduled viewing time.

D. Personnel Required:

1 EA - Auctioneer
1 EA - Ring person
1 EA - Cashier
1 EA - Clerk

E. Equipment Required:

Loudspeaker/PA System

Appropriate Vehicle (must be able to handle winter mountain driving conditions) within which monies shall be collected and clerking accomplished, which would allow for the passage of documents and monies through a window or appropriate opening and the ability to converse with auction attendees. (Note: auctions are held outdoors regardless of weather conditions, but a "snow date" is always designated by Mountain Parks should blizzard conditions require cancellation of primary auction date. Auctioneer is informed of "snow date" at the time that initial auction is scheduled.)

Cash box or register with at least \$200.00 change bank.

Bid Cards - Pre numbered with registration section detachable.

F. Conduct of Auction:

Upon arrival at the sale site, auctioneer personnel shall receive from the Department of General Service's representative invoices for each animal indicating gender and herd identification. Veterinarian certificates shall also be provided for each animal after the sale (this is overseen by Mountain Parks personnel). Auctioneer personnel shall begin registration of bidders upon arrival.

One clerk shall be responsible for noting, as the sale progresses, the buyer number and sale price on invoices or auctioneer bid tabs for each animal sold. Periodically throughout the sale, the "sold" invoices shall be conveyed to the cashier where they shall be prepared for payment by

inserting the buyer's name, address and sale amount. The cashier shall accept all monies and shall release sale documents to the appropriate buyers.

At the conclusion of the auction, the Auctioneer shall be responsible for assuring all animals have been paid for; if not, the Auctioneer shall resell same.

G. Receipt of Proceeds:

The Auctioneer shall be responsible for the receipt of all proceeds. At the present time, sales tax is not collected for this category of auction.

H. Remittance of Proceeds:

Total gross proceeds less sales tax (if collected) shall be due at the Department of General Services, Purchasing Division, Dept. 304, 11th Floor, 201 West Colfax, no later than 12:00 NOON on the second business day following the auction and shall be remitted by the Auctioneer's personal check or cashier's check, payable to the Denver Manager of Finance. Auctioneer shall invoice the Purchasing Division, for percentage of proceeds. Consigner reports shall be made available upon request and must be retained by the Auctioneer.

CATEGORY 7: ADDITIONAL CATEGORIES OF AUCTIONS

Additional categories of auctions may be identified by the Department of General Services. The Auctioneer's responsibilities and remuneration shall be determined by what category of auction noted above (1-6), the additional category is most similar to. Logistics of any such sale will be based upon location, facilities, etc.

(NOTE: Occasionally, the proceeds for an item sold at the direction of the District Attorney's Office pursuant to a court order for "default judgment" will need to be remitted by the Administrator of Surplus to the "Clerk of the Denver District Court", which will require the Contractor to provide a separate check less auctioneer's percentage of gross proceeds. The Administrator of Surplus will advise Contractor prior to a sale if this process will be necessary.

Licenses

The following licenses are required:

- City and County of Denver Retail Sales/Use/Lodger's Tax License
- State of Colorado Sales Tax License

B.8.4 Conflict of Interest

The Contractor and/or his/her employees are prohibited from registering as bidders and/or bidding on items offered for sale at City auction events serviced by the Contractor.

Substantiated evidence of the Contractor and/or his employees being registered as bidders and/or offering bids, as above, shall be a conflict of interest and shall be cause for cancellation of this contract.

Further, it shall be a conflict of interest and cause for cancellation of this contract for the Contractor and/or his/her employees to have a collusive relationship with any registered auction bidder that results in "quick

call" (premature hammer when it is clear the bidding has not ceased) in favor of that registered bidder and/or in favor of the Contractor and/or his/her employees by their collusive relationship with that bidder.

B.8.6 Responsibility For Proceeds:

The Auctioneer is to be responsible for the manner and terms in which monies are accepted for items sold at auction.

Unless otherwise specified by the Department of General Services, the Treasury Division, or the Cash, Risk & Capital Funding Division, it shall be left to the Auctioneer's discretion to accept personal checks, cashier's checks, charge cards, debit cards or any other form of remittance for items sold at auction.

If it is the Auctioneer's decision to accept personal checks, cashier's checks or any form of remittance other than cash, the payee on same is to be the Auctioneer. The Auctioneer shall be responsible for any checks returned for non-payment.

The Auctioneer is to be required to inform the Department of General Services, the Cash, Risk & Capital Funding Division or the Treasury Division of the manner of payment for any auction at least fourteen (14) days prior to the scheduled auction date and, if acceptable to above City representatives, same shall be advertised by the City and/or the Auctioneer as the "terms" for the auction.

Regardless of the manner in which the Auctioneer determines to accept monies for items sold at auction and regardless of any non-payment of monies pursuant to same, the City will require payment in full from the Auctioneer as set forth in the Specific Requirements for each category of auction described. Failure by the Auctioneer to remit payments in full as required shall be cause for the City to demand monies due it against the Auctioneer's Irrevocable Unconditional Letter of Credit and may terminate Agreement.

B.8.8 Responsibility for Collection of Sales Tax

The Auctioneer is required to collect appropriate sales tax on all items with the exception of titled vehicles, modular/mobile homes and abandoned/confiscated vehicles. It shall be a specific requirement of this Contract that the Auctioneer shall, within ten (10) days after notification of award, contact the Director of Tax Compliance, Department of Finance, Treasury Division of the City and County of Denver, to establish a sales tax payment schedule and a manner of reporting sales tax collected acceptable to the Department of Revenue.

B.8.9 Credit Card Privilege Fee

The Auctioneer may impose a credit card "privilege" or "user" fee at auction events where the terms of sale include the use of charge cards, however, the percentage of the "privilege" and/or "user fee."

B.8.10 Substitute Auctioneer

It is the responsibility of the Contractor to perform at the various auctions noted. However, if the Contractor is unable to perform due to sickness or unavoidable absence, a suitable Auctioneer is to be provided by the Contractor. The substitute Auctioneer must be acceptable to the Director of Purchasing or his designee. The substitute Auctioneer is to be fully licensed to conduct auctions in the City and County of Denver, and must have at least three years experience as an Auctioneer. It shall be understood, that the awarded Contractor shall be responsible for all deficiencies of performance and/or defaults which may occur pursuant to the substitute Auctioneer's performance under the terms and conditions of this contract.

B.8.11 Scheduling of Auctions

The only regularly scheduled auction is Section B.6 Category 1, "Abandoned/Confiscated Vehicles and Vehicular Equipment".

All other auctions are generally scheduled on an "as needed" basis.

The City generally schedules auctions thirty days in advance (scheduling deviations may occur), with the exception of Section B.6 Category 3, "Personal Property Seized for Unpaid Taxes" which will be scheduled typically only one or two weeks in advance.

The awarded Contractor is to prioritize City and County of Denver auctions in the course of their work schedule.

B.8.12 Appraisal Services

The Contractor may be required to provide appraisal services for Section B.6 Category 3, compensated per Section C.4 Item 3B (Hourly Rate). Said appraisals are for the purpose of establishing the "fair market value" of any item of personal property appraised, with the exception of jewelry and coins.

A jewelry/coin appraiser will be contracted with separately by the Purchasing Division, and any appraisals of jewelry and/or coins shall be undertaken by the appraiser and the Administrator of Surplus.

The "fair market value" is defined as that value which the item is most likely worth in consideration of its age, condition, location, ease of removal and the availability of interested bidders.

The "fair market value" is to be further defined as that value most likely to be the high bid at an open public auction.

Informal appraisal services for Section B.6 Category 3 shall be included with lotting and set-up and the estimated total value of all merchandise for an "unpaid Taxes" auction shall be conveyed to Treasury representative, as requested.

Any formal appraisal shall be presented to the City in written form, on the Contractor's letterhead with a full description of the item, the appraised value and a brief synopsis of how the "fair market value" was arrived at.

Further, the Contractor shall document his/her time (hours) spent on the particular appraisal and said documentation shall appear on the Contractor's invoice for payment.

It shall be incumbent upon the Contractor to inform the City prior to the commencement of any appraisal if, in his/her best professional opinion, the appraisal cost may exceed 5% of the appraised value of an item or merchandise to be appraised.

If so, the City shall reserve the right to cancel the appraisal. Further, in most cases, payment for said appraisal services will not be forthcoming until the item which the Auctioneer appraised is actually sold.

Invoicing for appraisal services shall, in most cases, be presented only as a line item on invoicing pursuant to an auction, though this depends upon the nature of the appraisal.

(Note: The City does not require that the contract Auctioneer be a "certified appraiser", but if the contract Auctioneer prefers to engage the services of a "certified appraiser", he or she may do so.)

B.8.13 Compensation

The fee for auctioneering services provided will be based on the commission percentage of total gross proceeds of each auction. The fee schedule is as follows:

Item	Description
1	Percentage of Gross Proceeds (less sales tax) ABANDONED/CONFISCATED VEHICLES AND VEHICULAR EQUIPMENT Commission % of Gross Proceeds: 3.1%
2	Percentage of Gross Proceeds (less sales tax) UNCLAIMED BICYCLES (LOST, FOUND, STOLEN, CONFISCATED) Commission % of Gross Proceeds: 12%
3	Percentage of Gross Proceeds (less sales tax) PERSONAL PROPERTY SEIZED FOR UNPAID TAXES Note: Facilitated by Treasury Division Commission % of Gross Proceeds: 12% Hourly Rate Per Person \$20/Hour Appraisal Done at NO CHARGE
4	Percentage of Gross Proceeds (less sales tax) JEWELRY/COIN (LOST, STOLEN, CONFISCATED) Commission % of Gross Proceeds: 8%
5	Percentage of Gross Proceeds (less sales tax) POLICE CONFISCATED/LOST AND FOUND/CITY OWNED PROPERTY LIVE AUCTIONS Commission % of Gross Proceeds: 5%
6	Percentage of Gross Proceeds (less sales tax) BISON Commission % of Gross Proceeds: 3.1%
7	Maximum Credit Card Privilege Fee charged to buyer 3%

The City reserves the right to negotiate for services/items outside the scope of this proposal with the Contractor.

NOTE: Auctioneer shall agree to perform a walk-through and participate in a pre-auction conference AT NO CHARGE for selected auctions at the request of the City. Further, City meetings to address problems, issues or the disposition of merchandise associated with the auction process may require the attendance of the contract Auctioneer AT NO CHARGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/10/2016

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

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

PRODUCER Stailey Insurance Corpora 2084 S. Milwaukee Street Denver CO 80210	CONTACT NAME: Bonnie Dyson PHONE (A/C, No, Ext): (303) 759-2796 FAX (A/C, No): (303) 759-2960 E-MAIL ADDRESS: bonnie@staileycorp.com
INSURER(S) AFFORDING COVERAGE	
INSURED W.J. Dickensheet & Associates, Inc. Dickensheet Motor Car Company 1501 W. Wesley Avenue Denver CO 80223	INSURER A: EMC NAIC # 20435 INSURER B: Pinnacol Assurance Co. 41190 INSURER C: CNA INSURER D: Travelers INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		4D52487	08/25/2015	08/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		4D52487	08/25/2015	08/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4J52487	08/25/2015	08/25/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A	1709752	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Auctioneer Bond			71755134	03/02/2016	03/02/2017	Limit 2,000
C	Auctioneer Bond			71755134	03/02/2016	03/02/2017	Limit 2,000

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

Crime Policy #105260 Effective 6/10/2016-17, Carrier - Travelers. Limit: \$100,000. Coverage includes all eight insuring agreements as well as Employee Theft of Customers Property. City and County of Denver is Loss Payee. Auctioneer Service 0449A. (Auctioneering Services)

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as additional Insured with regards to the General Liability and Business Automobile.

CERTIFICATE HOLDER**CANCELLATION**

AI 057520

City And County Of Denver Department of Purchasing 201 W. Colfax Avenue, Dept. 304 Denver CO 80202-	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Bonnie L. Dyson</i></p>
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