# 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 Denver Economic Development & Opportunity (the "Agency"), and the Denver Workforce Development Board (the "Local Board"), and together with Denver (the "City"), and ECKERD YOUTH ALTERNATIVES, INC., a Florida non-profit corporation doing business as Eckerd Connects, with a principal place of business address of 100 North Starcrest Drive, Clearwater, Florida 33765 ("Contractor"). The City and the Contractor are referred to herein collectively as 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 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 2022, 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. The procurement granted to the DEDO-WDB the right to renew the resulting agreement for up to three additional one-year periods based on contractor performance, achievement of benchmarks, funding availability, ability to leverage funds, compliance with all applicable regulations and other program requirements. Rather than renewing the prior Agreement, the City wishes to enter into this Agreement with Contractor.
- **F.** The Mayor and the Local Board have determined to renew the award of the Contractor designation as the One Stop Operator for the term of this Agreement.
- **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. <u>DEFINITIONS</u>: 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.** "City Building" means the Arie P. Taylor Building.
  - 1.4. "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.
  - **1.5.** "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.
- 1.6. "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.
- **1.7.** "Denver Properties Leasing Trust 2012C" means the owner and Landlord for the Arie P. Taylor Building.
- **1.8.** "DWD" means the Agency's Division of Workforce Development.
- **1.9.** "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.
- **1.10.** "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.
- **1.11.** "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.
- 1.12. "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").
- **1.13.** "Federal Funds" means an award or appropriation of monies from the Federal Government for purposes of administering the Program.
- **1.14.** "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.

- 1.15. "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.
- 1.16. "Licensed Premises" means the office space located in 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 G.
- **1.17.** "Local Board" has the meaning given to the term in 29 U.S.C. § 3102 Sec. (33).
- **1.18.** "One-Stop Operator" has the meaning given to the term in 29 U.S.C. § 3102 Sec. (41).
- **1.19.** "One-Stop Partner" has the meaning given to the term in 29 U.S.C. Sec. § 3102 Sec. (42).
- 1.20. "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). For purposes of implementing the Program, the Contractor is a Subrecipient.
- **1.21.** "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.
- **1.22.** "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.
- **1.23.** "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 Summary

Exhibit C – Financial Administration (Terms and Conditions)

Exhibit D – General Program (Terms and Conditions)

Exhibit E – Certificate of Insurance

Exhibit F – HIPPA/HITECH (Business Associate Terms)

Exhibit G – Use of City Facilities (Terms and Conditions)

Exhibit H – Background Check Policy

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.

Notwithstanding the foregoing, in the event of any conflicts between the provisions of this Agreement and **Exhibit J**, the language of **Exhibit J** 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 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 A – Scope of Services

Exhibit B – Budget Summary

Exhibit E – Certificate of Insurance

Exhibit F – HIPPA/HITECH (Business Associate Terms)

Exhibit G – Use of City Facilities (Terms and Conditions)

Exhibit H – Background Check Policy

Exhibit I – City's Office Furniture

Exhibit J – Technology and Data (Terms and Conditions)

**Modifications to Exhibits.** The Parties may modify Exhibits A and B 2.2. attached to this Agreement solely as described in this Agreement; provided, however, that no modification to Exhibit A or B 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 Exhibit A and/or B 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

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 Agreement 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 **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**, respectively and in each instance, in accordance with the limitations and procedures in Section 2.2 above; the terms contained in **Exhibit A** describing the nature and scope of such supplemental services; and, the line budget line items contained in **Exhibit B**. No such modification to **Exhibits A** or **B** for supplemental services will result in or be binding upon 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.
- **4.7.** Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

# **Section 5 Compensation**

#### 5. <u>COMPENSATION AND METHOD OF PAYMENT:</u>

- **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 B** contains reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.
- **Selection Reimbursable Expenses:** Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement.

#### 5.3. <u>Invoices</u>:

- Contractor shall provide the City with periodic invoices in a format and **a**) 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)."

d) Budget line items may only be modified by the written approval of the Director or the Director's designee if, in the sole judgment of the Director or the Director's designee, such modification is reasonable and appropriate. However, such budget modifications will not alter the Maximum Contract Amount. Any modification to Exhibit A or Exhibit B shall not take effect until approved in writing. Any modification to Exhibits A and/or B, respectively, agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

### 5.4. Maximum Contract Amount:

- a) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed FIVE MILLION SEVEN HUNDRED TWENTY-TWO THOUSAND ONE HUNDRED THIRTY-TWO DOLLARS AND TWENTY-FOUR CENTS (\$5,722,132.24) (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.

- **Recovery of Incorrect Payments:** The City has the right to recover from the 5.5. 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. Return of Unexpended Funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.
- **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/or **B**, in accordance with Section 2.2 above, or it may terminate this Agreement.

5.9. 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. <u>TERM</u>: The Agreement will commence on **July 1, 2025** (the "Commencement Date"), and will expire on **June 30, 2026** (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 satisfactorily completed or earlier terminated by the DWD Director.

# Section 7 Center Locations/Licensed Premises

## 7. <u>CENTER LOCATIONS; LICENSE AND ACCEPTANCE OF PREMISES</u>:

- **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, without limitation, its outside legal bond counsel, and subject to the terms and conditions of this Agreement and Exhibit G, 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, and the Director of Facilities Management, 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 DPLTC 2012C Lease. Contractor by its signature below acknowledges receipt of a copy of 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.
- 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 hereby expressly 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.

## 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. <u>EMPLOYMENT WITH FUNDS</u>: 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 Denver Economic Development & Opportunity in the workforce job system, <a href="www.connectingcolorado.com">www.connectingcolorado.com</a> 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

- **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. The background check policy enacted by the Contractor in accordance with herein is attached hereto and incorporated herein as Exhibit H; such policy, and any revisions thereto, shall, respectively, be reviewed and approved by the Agency, in the sole discretion of the Agency, prior to the execution of this Agreement and prior to enacting any proposed revisions to said policy after execution of this Agreement. 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.

# Section 11 Enforcement/Termination

- 11. <u>ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT</u>: 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 in its own discretion) 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 in its own discretion) 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. <u>Termination due to Changes in Program PROWRA</u>: 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. <u>Termination due to Criminal Offenses</u>: 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. <u>Termination for Convenience</u>: 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.

- 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.
- Termination due to Impossibility: Notwithstanding anything contained 11.6. herein to the contrary, the City and the Contractor may terminate this Agreement upon a joint determination of the impossibility of the Contractor to perform its obligations hereunder in conformance with any continuing and effective public health orders issued by the State of Colorado or the City (collectively and as may be adopted, amended, revised, or supplemented, "Public Health Orders"). Notwithstanding the foregoing, such right of termination shall only be exercised after the Contractor has, to the reasonable satisfaction of the City, exhausted all other alternative methods of performance to comply with such Public Health Orders while performing all obligations hereunder. Such alternative methods of performance shall include, without limitation: 1) temporarily suspending performance of applicable portions or all of the Services with no monetary penalties imposed by the City due to such suspension; 2) engaging in approved social distancing requirements as described in the Public Health Orders; and/or 3) performing all or a portion of the Services remotely or electronically where feasible. All determinations of impossibility shall be reasonably determined jointly by the City and the Contractor upon consultation in good faith and, if so determined, shall also specify an effective date of termination of this Agreement to occur no later than twenty (20) days from the date of such determination. Nothing contained herein shall be construed as prohibiting or limiting the right of the City to otherwise terminate this Agreement in conformance with the terms and conditions of this Agreement. If this Agreement is terminated in accordance with this clause, the City shall be liable only for payment under the provisions of this Agreement for Services satisfactorily rendered by the Contractor before the effective date of termination.
- **11.7.** <u>Termination by Contractor</u>: 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.

- 11.8. 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.
- 11.9. 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 agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or

- federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.
- 12.2. 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. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and applicable federal regulations.
- 12.3. 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 applicable Federal, State and City Law. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit.
- 12.4. 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 (5th) 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: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, nonrenewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- 13.2. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply

with all insurance requirements set forth in this Agreement shall not act as a waiver of 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.

- **13.3.** <u>Additional Insureds:</u> For Commercial General Liability, 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.
- **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.
- 13.5. <u>Subcontractors and Subconsultants</u>: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 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.
- 13.7. <u>Commercial General Liability</u>: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.
- **13.8. Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- **13.9.** Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy

aggregate covering 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. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

# Section 14 Defense and Indemnification

### 14. **DEFENSE AND INDEMNIFICATION:**

- 14.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 14.2. The Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.
- 14.3. Contractor will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City's 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. Parts 361, 363, 367, 369, 370, 397, 461, 462, and 463;
  - 15.3. WIOA Guidance: The WIOA Final Rule dated August 19, 2016, available at <a href="https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf">https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf</a>, and 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.
- 15.4. <u>USDOL Requirements:</u> United States Department of Labor (USDOL), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter II, Part 2900 *et al.*, December 19, 2014. <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=809536d27633efa05b7350a37ed3f2d5&mc=true&tpl=/ecfrbrowse/Title02/2cfr2900\_main\_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?SID=809536d27633efa05b7350a37ed3f2d5&mc=true&tpl=/ecfrbrowse/Title02/2cfr2900\_main\_02.tpl</a>;
- 15.5. 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 Parts 200 et al., and Parts 2900 et al.;
- **15.6.** <u>Deficit Reduction Act:</u> The Deficit Reduction Act of 2005, Public Law 109-171;
- **15.7.** 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;
- **15.8. 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;
- **15.9. COLORADO WORKS:** The Colorado Works Program Act of 1997, as amended, C.R.S. §§ 26-2-701, et seq., ("CWPA");
- **15.10. 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;
- **15.11.** 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);

- **15.12.** 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;
- **15.13.** Exhibits: The terms and conditions contained in Exhibits C and D, respectively, 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;
- **15.14.** Federal or State Grants: Any and all grant awards, contracts, or other agreements governing this Agreement;
- **15.15.** 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;

# 15.16. <u>Pass-Through of City Obligations Pursuant to The Applicant Verification</u> Statute:

- a) This Agreement is subject to C.R.S. §§ 24-76.5-103, 24-76.5-101(3), all applicable federal laws, and any state or federal rules adopted pursuant thereto, as now existing or as hereafter amended. Compliance by the Contractor is expressly made a contractual condition of this Agreement.
- 15.17. 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;
- **15.18.** <u>Debarment</u>: 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;

#### 15.19. Prohibited Transactions:

- a) <u>Interest of Contractor</u>: 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:
- **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) <u>Employees</u>: 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;
- **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;
- **15.20. 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;
- **15.21.** 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;
- **15.22.** The Deficit Reduction Act of 2005: P.L. 109-171;
- **15.23. FFATA**: The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations;
- **15.24.** 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;
- **15.25.** The Energy Policy and Conservation Act: (Pub. L. 94-163, 89 Stat. 871) concerning energy efficiency and conservation plans:
- 15.26. 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, Titles VI and 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, the Age Discrimination in Employment Act, the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), 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, disability, age, affiliation or belief, or veteran status. 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.
- 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.
- 15.27. 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.
- **15.28.** 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 with 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;

- 15.29. No Discrimination in Employment (City Executive Order No. 8): In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- **15.30.** <u>COMPLIANCE WITH DENVER WAGE LAWS</u>: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor

shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

## Section 16 Intellectual Property

#### 16. <u>INTELLECTUAL PROPERTY RIGHTS:</u>

**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 all work product 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, "Work Product"), shall belong to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Work Product is a "work made for hire" and all ownership of copyright in the Work Product shall vest in the City at the time the Work Product are created. To the extent that the Work Product is not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Work Product to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product (collectively, "Contractor Materials"). The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty

free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City

### 16.2. Copyrightable Intellectual Property:

- The City and Contractor intend that Intellectual Property includes a) 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.
- 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, knowhow, 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.
- 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.

- **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.
- **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:

- "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 advertising; regulating marketing and laws unsolicited 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 City 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 Regulations: 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 and the terms and conditions contained in **Exhibit K**. 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 K.
- 17.5. <u>Security of Personal Information and Access to Software Programs</u>: In addition, Contractor will establish and maintain data privacy and information policies and procedures, including physical, 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 City 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 F. 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.
- 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.

# Section 18 City Confidential Information/Open Records

## 18. <u>CONFIDENTIAL INFORMATION; OPEN RECORDS</u>:

**18.1.** City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the 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. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The 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 the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

# 18.2. <u>Use and Protection of Proprietary Data and Confidential Information:</u>

a) Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall 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 any data, including Proprietary Data or 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. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

- b) The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.
- c) The Contractor shall 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 City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date antivirus software, controlled access to the physical location of the hardware itself.
- d) <u>Employees and Subcontractors</u>: 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) <u>Disclaimer:</u> Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.
- f) Contractor's Confidential Information; Open Records: 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. 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 iudicial 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. Events necessitating the issuance of Public Health Orders, as described in Section 11.6, above, shall be treated by the Parties in conformance with the terms and conditions of Section 11.6 and not as a Force Majeure.
- 19.3. <u>Status of Contractor</u>: 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.

- **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. Further, 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 19.6-19.27.
- **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 the Contractor at the address first written above, and if concerning the Services to the City at:

Director of Workforce Services or Designee Office of Denver Economic Development & Opportunity 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. <u>Taxes, Late Charges, and Permits</u>: 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, Delegation and Subcontracting: The Contractor shall not voluntarily or involuntarily assign any of its rights or delegate any of its

obligations under the Agreement or subcontract performance obligations without obtaining the DWD Director's prior written consent. Any assignment, delegation 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, delegation or subcontracting, or to terminate the Agreement because of unauthorized assignment, delegation or subcontracting. In the event of any subcontracting or unauthorized assignment or delegation: (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 Section 19.12 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.** <u>Inurement</u>: 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 City 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.
- **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 Denver Economic Development & Opportunity, Workforce Services 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. <u>Use, Possession or Sale of Alcohol or Drugs</u>: The Contractor shall cooperate and comply with the provisions of City Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs, as amended. 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.** <u>Time is of the Essence</u>: 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 Building, 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 City Executive Order No. 99 prohibiting smoking in all indoor City Buildings and facilities, as amended.
- **19.24.** <u>Litigation Costs and Attorneys' Fees</u>: 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. <u>Transition</u>**:

upon termination or expiration of this Agreement, or upon the City's request, Contractor shall ensure that all Personal Information, or access to all Personal Information, is securely transferred to the City, or to a party designated in writing by the City, within thirty (30) calendar days of such termination or expiration. At the City's request, Contractor shall ensure that such Personal Information will be provided to the City in an industry-standard format. Contractor shall provide to the City with no less than ninety (90) calendar days' notice of impeding cessation of its business or that of any Subcontractor providing any Services described hereunder, and shall provide reasonably sufficient contingency plans to the City in the event of notice of such cessation to effect a reasonable

transition of the Services described herein to another successor contractor of the City's choosing. 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 orderly, effective and efficient transition of Services with minimal disruption to the City.

- Contractor shall reasonably coordinate in good faith with any successor **b**) contractors retained by the City to provide the Services described herein upon the expiration of the term of this Agreement, including any extensions or renewals thereof. As soon as may be reasonably practicable, but under no circumstances later than ninety (90) days' prior to the expiration of the term of this Agreement, including any extensions or renewals thereof, the City shall notify Contractor in writing if the City has retained one or more successor contractors to provide the Services described herein. The Contractor shall work closely and coordinate in good faith with its successor contractor and the City to ensure a successful, expedient and efficient transition of all Services, staffing, personnel, customers, casefiles, as well as both Cityowned and Contractor-owned equipment, technology (including, without limitation, software, hardware, telephones, computers, copiers, fax machines, scanners, monitors, printers. administrator identification passwords and logins, switches, etc.), Cityowned and Contractor-owned workspace (including, limitation, all office furniture), and facilities from Contractor to the successor contractor identified by the City, with reasonably minimal downtime and negative effects imposed upon the City and the recipients of the Services described herein. All transitional work shall be coordinated and performed in advance of the formal and final transition date mutually agreed upon by the City and Contractor, and all of Contractor's costs and expenses associated with such transitional work shall be borne solely by Contractor.
- c) For purposes of this Section 19.26, "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.
- **d)** This Section 19.26 shall survive the termination or expiration of this Agreement.
- 19.27. 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.

## **Exhibits:**

Exhibit A – Scope of Services

Exhibit B – Budget Summary

Exhibit C – Fiscal System Design

**Exhibit D – General Conditions** 

**Exhibit E – Certificate of Insurance** 

Exhibit F – HIPAA/HITECH (Business Associate Terms)

Exhibit G – Use of City Facilities (Terms and Conditions)

**Exhibit H – Background Check Policy** 

Exhibit I – City's Office Furniture

Exhibit J – Technology and Data (Protection Terms and Conditions)

Signature pages and Exhibits follow this page.

**Contract Control Number:** 

Contractor Name:	ECKERD YOUTH ALTERNATIVES INC
N WITNESS WHEREOF, the part Denver, Colorado as of:	es have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER:
ATTEST:	By:
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
Attorney for the City and County of I	enver
By:	By:
	By:

OEDEV-202579761-00

# Contract Control Number: Contractor Name:

# OEDEV-202579761-00 ECKERD YOUTH ALTERNATIVES INC

Signed by:	
By: Mede Strockel	
D8BE444C490E442	
Name: Nicole Stroebel	
(please print)	
Title: CFO	
(please print)	-
ATTEST: [if required]	
Ву:	_
Name:	
(please print)	
Fitle:	_
(please print)	

## **SCOPE OF SERVICES**

One-Stop Operator and Comprehensive Services Service Provider
City and County of Denver Economic Development & Opportunity (DEDO)
Denver Workforce Development Board (DWB)
and Eckerd Youth Alternatives, Inc.
Workforce Innovation and Opportunity Act (WIOA)
July 1, 2025, through June 30, 2026

## Federal Award ID (FAIN) #:

AA-36361-DQ-0 (WIOA-DW) 23A55AW000026 (WIOA-DW) 24A55AW00076 (WIOA-DW) AA-36361-D-90 (WIOA-AD) 23A55AT000023 (WIOA-AD) 24A55AT000086 (WIOA-AD) AA-36361-E-10 (WIOA-YT) 23AA55AY000033 (WIOA-YT) 24A55AY000086 (WIOA-YT) 23A60UR000001(RESEA) 24A6OUR00053 (RESEA) HG-35917-21-60-A-8 (H-1B) DW-39216-22-60-A-8 (QUEST-1) 23A60DW000016 (QUEST-2) TA-38670-22-55-A-8 (TAA) TA-34434-20-55-A-8 (TAA)

## **Federal Award Date:**

January 19, 2021 October 1, 2021 July 1, 2020 September 26,2022 June 12, 2023 July 17, 2023 July 24, 2023 September 02, 2022 August 25, 2023 August 13, 2024 November 30, 2023 November 15, 2024 August 29, 2024 September 21, 2023 November 4, 2022 November 27, 2023 January 26, 2024

May 28, 2021

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

Denver Economic Development & Opportunity (DEDO) 201 W. Colfax Ave., Dept. 600 Denver CO 80202

(All Awards)

Awarding Official: State of Colorado – Division of Employment & Training

633 17th Street, 7th Floor, Denver CO 80202-3627

Pass-Through UEI #: WP3QXJ87RYH3 (DEDO)

Sub-recipient UEI#: HW57FCX3KKB8

**CFDA:** WIOA Adult 17.258 WIOA DW 17.278 WIOA YT 17.259

RESEA 17.225 H-1B 17.268

Innovation, Diversity, & Equity in Apprenticeship (IDEA) 17.28

QUEST 1 17.277

**Total Federal Funds** 

Obligated to sub-recipient

Adult \$1,500,000.00 DW \$515,000.00 RESEA \$381,000.00 H-1B \$361,632.24

Out of School Youth \$1,200,000.00

QUEST 2 \$7,500.00 PACE-105,000.00

**Total amount of Federal Award** Adult \$2,697,422.00

DW \$2,551,758.0 RESEA \$766,301.00 H-1B \$7,383,999.00 TAA \$205,056.00 DPN \$119,400.00

Out of School Youth \$3,179,189.00

QUEST \$1,472,500.00

IDEA \$350,000

ESF-PACE \$220,265.00

Total Non-Federal Funds
Obligated to sub-recipient

General Fund \$152,000.00

## 1.0 INTRODUCTION

- 1.1 This Scope of Service outlines Program, Administrative, and other requirements that must be satisfied by the contractor., from here on referenced as the One Stop Operator (the "Operator") and Comprehensive Service Provider (the "Service Provider") receiving Workforce Innovation and Opportunity Act ("WIOA") funds from the City and County of Denver (the "City") to operate programs as prescribed by the Workforce Innovation and Opportunity Act (WIOA). The funds will ensure Denver County workforce services to be provided within the identified American Job Centers (individually, an "AJC" and collectively, "AJC's"); the comprehensive One-Stop Center at the Arie P. Taylor (Montbello) building located at 4685 Peoria Street.
- 1.2 As policies and/or procedures are revised or updated, Denver Economic Development and Opportunity Denver Workforce Development (DEDO-DWD) will release formal announcements and policies 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 policies 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. This contract is not for research and development.
- **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 (and any subsequent revisions).
- **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 (and any subsequent revisions).
- **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 §200.33 (and any subsequent revisions).
- 1.8 The Service Provider will adhere to the WIOA outcomes as listed in the chart below: The enrollment numbers are estimates; final numbers will be determined by September 30, 2024. Any modification to these performance measure projections will be initiated by October 31, 2024. Quarterly benchmark numbers are cumulative.

	PY25 Estimated WIOA Adult; Dislocated Worker; Youth									
	Carry-In	Q1	Q2	Q3	Q4	Subtotal New Enrollments	Total			
Adult		New: 56	New: 56	New: 56	New: 57					
	125	Total: 181	Total: 237	Total: 293	Total: 350	225	350			
DW		New: 18	New: 18	New: 18	New: 21					
	125	Total: 143	Total: 161	Total: 179	Total: 200	75	200			
OSY		New: 52	New: 52	New: 52	New: 54					
	125	Total: 177	Total: 229	Total: 281	Total: 335	210	335			

	WIOA Adult								
Contract Year Measure	Q1	Q2	Q3	Q4	Total				
Occupational Skills	New: 20	New: 20	New: 20	New: 20	80				
Training (ITA)	Total: 20	Total: 40	Total: 60	Total: 80					
Registered	New: 12	New: 12	New: 12	New: 14	50				
Apprenticeships	Total: 12	Total: 24	Total: 36	Total: 50					
Work Based Learning	New: 5	New: 5	New: 5	New: 5	20				
(OJT)	Total: 5	Total: 10	Total: 15	Total: 20					
Entered	New: 47	New: 46	New: 46	New: 46	185				
Employment (UN)	Total: 47	Total: 93	Total: 139	Total:185					

Eckerd Youth Alternatives, Inc./WIOA/SP OEDEV: 202579761-00

07/01/2025-06/30/2026

WIOA Dislocated Worker								
Contract Year Measure	Q1	Q2	Q3	Q4	Total			
Occupational Skills Training (ITA)	New: 7 Total: 7	New:8 Total:15	New: 8 Total: 23	New: 7 Total: 30	30			
Registered	New: 5	New: 2	New: 2	New: 1	10			
Apprenticeships	Total: 5	Total: 7	Total: 9	Total:10				
On the Job	New: 1	New: 1	New: 2	New: 1	5			
Training (OJT)	Total: 1	Total: 2	Total: 4	Total: 5				
Entered	New: 21	New: 21	New: 21	New: 21	84			
Employment (UN)	Total: 21	Total: 42	Total: 63	Total: 84				

WIOA Youth								
Contract Year Measure	Q1	Q2	Q3	Q4	Total			
Occupational Skills Training (ITA)	New: 7 Total: 7	New: 8 Total: 15	New: 8 Total: 23	New: 7 Total: 30	30			
Work Experience	New: 20 Total: 20	New: 20 Total: 40	New: 10 Total: 50	New: 10 Total: 60	60			

TEC-P 3.0								
Contract Year Measure	Q1	Q2	Q3	Q4	Total			
Enrollments	New: 15 Total: 15	New: 15 Total: 30	New: 15 Total: 45	New: 15 Total: 60	60			
Enrolled in Education/Training (88% of total enrolled)	New: 13 Total: 13	New: 13 Total: 26	New: 13 Total: 39	New: 14 Total: 53	53			
Education/Training Completed (84% of total enrolled)	New: 12 Total: 12	New: 12 Total: 24	New: 12 Total: 36	New: 14 Total: 50	50			
Total Degrees/ Certifications (60% of total enrolled)	New: 0 Total: 0	New: 8 Total: 8	New: 12 Total: 20	New: 16 Total: 36	36			
TOTAL EMPLOYED (63% of total enrolled)	0	6	8	22	38			

RESEA								
Contract Year Measure	Q1	Q2	Q3	Q4	Total			
Re-Employment Services and Assessment (RESEA) Program	New: 95 Total: 95	New: 95 Total: 190	New: 95 Total: 285	New: 90 Total: 375	375			

	QUEST 2								
Contract Year Measure	Carry-in	Q1	Q2	Q3	Q4	Subtotal New Enrollments	Total		
Enrollments	0	New: 1 Total: 1	New: 1 Total: 2	New:1 Total: 3	New: 2 Total: 5	5	5		

PY25 PACE							
Contract Year Measure	Carry-in	Q1	Q2	Q3	Q4	Total	
Enrollments	16	New: 0 Total: 16	New: 0 Total: 16	New: 50 Total: 66	New: 50 Total: 116	116	

## 2.0 ONE-STOP OPERATOR & SERVICE PROVIDER ROLES AND RESPONSIBILITIES

- 2.1 The primary role of the One-Stop Operator is to provide management, coordination, and oversight of the partnership of agencies that comprise the City's workforce system; this includes close collaboration with the DEDO/DWD WDB, Denver Department of Human Services, other City agencies and community partners specific to program service delivery. The One-Stop Operator will create and/or maintain a system of partners among workforce development, economic development, business, and community agencies to meet the needs of businesses and job seekers in the City to effectively implement an integrated workforce system.
- 2.2 In addition to the role of the One-Stop Operator the primary role of the <u>Comprehensive Service Provider</u> is to ensure that services provided through the AJCs meet the needs of its customers (employers and job seekers) in an efficient and effective manner. It is critical that within the operations of the AJCs, that delivery of WIOA and other workforce programs and services are unified and aligned with the Denver Department of Human Services (DDHS) and other WIOA-mandated and non-mandated partners, Community Based Organizations (CBOs), and service providers necessary for the success of all customers.
- **2.3** The Operator and the Comprehensive Service Provider shall ensure appropriate firewalls and internal controls are in place regarding the Operator's independent oversight, monitoring, and evaluation of performance of the Comprehensive Service Provider as required by 20 CFR § 678.625 and 20 CFR § 678.430 (and any subsequent revisions).

## 2.4 Relationships

## 2.4.1 Relationship with the DEDO-DWD

a. In order to ensure the best possible performance of the WIOA system in the City, and to derive a maximum return on public investment, DEDO/WDB intends to support the Operator by providing certain services and supports. Note, however, that the statement of these intentions does not constitute a guarantee, and in no way reduces or qualifies the requirements and expectations of the Operator described elsewhere in this document and pursuant to separate agreement.

## b. The DEDO-DWD shall provide the following:

- i. Orientation and training on federal, state and local WIOA policy and procedures;
- ii. Training on the Connecting Colorado system and data collection procedures;
- iii. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;
- iv. Support from DEDO/WDB Employer Services team which includes, but is not limited to, technical assistance, recruitments events, lead generation, on-the-job training program guidance and support, relevant industry information and other services as deemed necessary; Labor Market Information ("LMI");
  - v. Support from DEDO/WDB Education Services team includes, but is not limited to, career pathways information and workshops, information and evaluation of training program providers, Eligible Training Provider List ("ETPL"), training and/or support for targeted programs and populations.
- vi. Ongoing responsive support; and
- vii. Opportunities to share successful practices and discuss issues with other WIOA contracted service providers and partners.

## 2.4.2 American Job Center/Workforce Center Operations

- a. In addition to the minimum basic career services required under WIOA, DWD is also required to maintain a publicly, accessible resource area. The One-Stop Operator will partner with DWD in providing Wager-Peyser Services through the AJC.
- b. 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.
- c. 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 DEDO-DWD. This alternate hours' schedule should be submitted to DEDO-DWD prior to July 30, 2024, to which it will be posted to the DEDO webpage, as appropriate.

- 2.4.3 Relationship with Required Partners and Denver Workforce Integration Network (DWIN)
  - a. The Operator shall work in collaboration with DEDO-DWD 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.
  - b. To achieve the goal of seamless service delivery to all job seekers and businesses, the Operator shall coordinate the following workforce system activities with the following mandated partners:
    - Programs under Title I of WIOA including Adults, Dislocated Workers, Youth, Job Corp, YouthBuild, Native American programs and migrant and seasonal farmworker programs;
    - ii. Employment services under Wagner-Peyser Act;
    - iii. Adult education and literacy services under Title II of WIOA;
    - iv. Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973;
    - v. The Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965;
    - vi. Career and Technical Education Programs at the post-secondary level authorized under the Carl Perkins Career and Technical Education Act of 2006;
    - vii. Trade Adjustment Assistance activities authorized under chapter 2 of Title II of the Trade Act of 1974;
    - viii. Jobs for Veterans State grant programs;
    - ix. Employment and training activities carried out under the Community Service Block Grant and sub-grantees of the Neighborhood Equity and Stabilization Team (NEST);
    - x. Employment and training activities carried out by the Department of Housing and Urban Development;
    - xi. Programs authorized under State unemployment compensation laws;
    - xii. Programs under the Second Chance Act of 2007;
    - xiii. Temporary Assistance for Needy Families (TANF) authorized under part A of the Social Security Act

## 2.4.4 Memoranda of Understanding

- a. In collaboration with the DEDO-DWD and the Denver Workforce Development Board, the Operator shall maintain a Memorandum of Understanding (MOU) with each of the mandated partners listed above as well as other essential community-based organizations (CBOs). Each MOU 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.
  - i. Included in these MOUs are the One-Stop System Infrastructure Funding Agreements.
  - ii. The Operator is responsible for establishing a schedule to reconcile each partner's projected costs to actual costs on a quarterly basis.

## 2.4.5 Community Outreach

- a. 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 DEDO-DWD 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 as identified by DEDO.
- b. 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.
- c. DEDO-DWD may require the Service Provider to periodically staff booths at community resource fairs, elected official events and/or special events throughout the year.

## 2.5 Responsibilities and Requirements for Sub-recipient Financial Monitoring

- 2.5.1 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 and any subsequent revisions).
- 2.5.2 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.
- 2.5.3 The sub-recipient will be monitored by DEDO-DWD 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:
  - a. Reviewing financial and performance reports required by the passthrough entity.
  - b. 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.

c. 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 (and any subsequent revisions).

## 3.0 Denver Workforce System Coordination/One Stop Operator

- 3.1 The system consists of: the AJCs, the DEDO-DWD 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 colocated together.
- **3.2** The Operator shall take the lead role in coordinating services for Denver County job seekers, with guidance from DEDO-DWD.
- **3.3** Additionally, the Operator is responsible for the coordination of services across the system and partner agencies; such services include the following:
  - 3.3.1 Convener Denver Workforce Integration Network Convener
    - 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 DEDO-DWD contracted Service Providers, mandated partners and community organizations focused on employment and training. Although agenda topics may vary and be influenced by feedback, DEDO-DWD would like to see the following topics as part of a standing agenda:
      - i. Overview of program(s) status, including WIOA, TANF, Adult Education 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 and attendance should be documented and made available for DEDO-DWD. The DEDO-DWD 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 DEDO-DWD.
    - c. The Operator shall also be responsible for building relationships with valuable partners, including faith-based organizations, CDBG and CSBG grantees, other DEDO-DWD service providers, and other community-based organizations in order to ensure the best services are provided to all customers. 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 DEDO-DWD 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.

## 3.3.2 Special Projects

a. The Service Provider must participate in staffing special outreach and recruitment events as assigned by DEDO-DWD. 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.

## 3.3.3 Collaborative Partnership

a. The Operator must actively participate in work teams organized by DEDO-DWD, and other partners as well as participate in center level meetings with colocated 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.

## 3.3.4 Referrals and Co-Enrollments

- a. The Operator and Service Provider shall make referrals of eligible and enrolled individuals to, or receive referrals from, other WIOA grant recipients across the Denver Workforce System and/or among 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.
- b. The Operator and the Service Provider shall ensure that cross-training of staff in referral and enrollment procedures for each partner program occurs periodically.
- c. The Operator and Service Provider shall maintain, track, and make available to DEDO-DWD requisite referred participant documentation and data, which may include, but is not limited to, participant name, income and demographics, services provided, training provided and related completion, certification or credential earned, and employment status, retention and any reported changes or placements.

- d. The Operator will be responsible in developing and maintaining a referral process which must be provided to DEDO-DWD within 60 days of executed agreement.
- e. The Operator and Service Provider are encouraged to refer participants to the WIOA youth program, and co-enroll participants in discretionary programs, as appropriate. The Operator and 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.
- f. Adult Education, English Language Acquisition and Basic Skills Tutoring
  - Under WIOA, Title II (Adult Education) is a mandated partner of Title I (WIOA). As a Title I agency, the Service Provider shall refer individuals in need of Title II services, as appropriate.
  - ii. 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 II 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.

## 4.0 COMPREHENSIVE SERVICE PROVIDER

- **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 DEDO-DWD within 60 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.

#### 4.2 WIOA Basic Career Services

- 4.2.1 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.
- 4.2.2 In alignment with the DEDO-DWD adult priority policy the Operator 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. DEDO-DWD requires that adult customers meet the priority of service requirement.
- 4.2.3 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:
  - 4.2.3.2 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 DEDO-DWD may provide guidance on orientation content.

## 4.2.3.3 Eligibility Determination

The Operator is required to determine WIOA eligibility and collect information to support a determination of whether the individual is able to receive assistance from the WIOA Adult, Dislocated Worker, or youth programs as defined in DEDO-DWD policy.

#### 4.2.3.4 Initial Assessment

- a. 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.
- b. 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 entity for assistance.

#### 4.3 WIOA Individualized Career Services

- 4.3.1 Service Delivery Model
  - All services are contingent upon available funds and must align with Federal, State, and local guidance, including DEDO-DWD policies.
- 4.3.2 Under WIOA individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. The Operator 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 DEDO-DWD within 30 days of executed agreement. The service delivery model at minimum must include the following:
  - a. 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 service provider staff. The role of the staff 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 DEDO-DWD. The Service Provider will use Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, and in-depth motivational interviewing and evaluation to identify employment barriers and appropriate employment goals.
- 4.3.3 Development of an Individual Employment Plan (IEP): The Service Provider will develop an Individual Employment Plan (IEP) that outlines a course of action with each WIOA participant. All WIOA services provided to a customer must be identified and the need justified in the IEP and at a minimum include the following:
  - i. employment goals,
  - ii. appropriate achievement objectives
  - iii. combination of services for the participant to achieve goals.
- 4.3.4 Provision and coordination of Supportive Services:
  - a. The Service Provider will offer supportive services that are found to be necessary to enable an individual to participate in activities authorized under WIOA as authorized in the Denver Workforce Development WIOA Supportive Services policy and procedure.
  - b. The Service Provider will offer pre-employment and pre-training services necessary to meet a participant's educational and employment goals. The Service Provider will adhere to the appropriate Denver Workforce Services policy when providing services with direct participant costs.

## 4.3.5 Training Services:

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

## 4.3.5.2 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;
- d. Employed worker training;
- e. Programs that combine workplace training with related instruction, which may include cooperative education programs;
- f. Training programs operated by the private sector;
- g. Skill upgrading and retraining;
- h. Entrepreneurial training;
- Job readiness training provided in combination with the training services described in any of clauses (a) through (g) or transitional jobs;
- j. 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) though (g); and
- k. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

#### 4.3.6 Work Based Trainings:

- a. 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 services include:
  - i. Registered Apprenticeships (RA),
  - ii. Work Experience, (WE)
  - iii. On-the-Job Training (OJT),
  - iv. Customized Training, and
- b. Pre-Apprenticeship Training. Work based training is employer-driven with the goal of unsubsidized employment.

#### 4.3.7 FOLLOW-UP SERVICES

4.3.7.1 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 DEDO-DWD Data Integrity Policy.

- 4.3.7.2 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.

## 5.0 REEMPLOYMENT SERVICES AND ASSESSMENT (RESEA) PROGRAM

- **5.1** DEDO-DWD reserves the right to coordinate service delivery with the Operator and Service Provider as DEDO-DWD becomes aware of other/new RESEA funding. These requests may be supported by a budget, if funding requirements permit.
- **5.2** It is expected that the Service Provider will meet its participants serviced and completion goals by June 30, 2025. The Service Provider will serve 750 claimants based on the claimant information provided to service provider from CDLE and the awarded amount of \$245,000. Service Provider shall refer to PGL# WP-2024-01 (and any subsequent revisions), for additional information.

## 6.0 Technology Employment in Colorado Partnership (TEC-P)

- **6.1** It is expected that the Service Provider will meet its participants serviced and completion goals by September 30<sup>th</sup> 2029.
- **6.2** Purpose: The City and County of Denver's Office of Economic Development (DEDO), Division of Workforce Development proposes to scale its 10-year-old Technology Employment in Colorado Partnership (TECP) programming and make it a permanent business unit under DEDO. This project will increase equitable access to job training programs and expand the talent pipeline for the information technology (IT) sector's cybersecurity workforce. These workers are critical to mitigate the risk of cyberattacks that use Colorado's growing broadband infrastructure.
- **6.3** Eligibility:

TEC-P participants must meet one or more of the following criteria to be eligible:

- a. Contractor shall use the Participant Assessment and Recruitment Instrument to develop and execute a recruitment plan including monthly goals, referral tracking, and outreach strategies: policy and guidance issued by DEDO-DWD, for additional information.
- b. Contractor shall effectively recruit and serve eligible long-term unemployed workers and incumbent workers as defined in funding opportunity number: FOA-ETA-23-31: policy and guidance issued by DEDO-DWD, for additional information.

- c. Contractor shall ensure that participants are at least 17 years of age and not currently enrolled in secondary school within a local educational agency.
- d. Contractor shall ensure that participants are a U.S. Citizen and provide documentation that shows authorization to work in the United States.
- e. Contractor shall ensure that veterans and eligible spouses who meet program's eligibility requirements have a priority of service.
- f. Contractor shall pay particular attention to minority and disabled veterans currently employed in the targeted industries and occupations, as well as transitioning vets and National Guard members meeting the long-term unemployed criteria.
- g. Contractor shall also place emphasis on recruiting and training younger workers and those impacted by the recent economic downturn in the targeted industries and occupations.

#### **6.4** Outcomes:

- a. Service Provider will enroll 300 eligible participants into the TECP program. The date of program enrollment should be prior to the date of the first temporary job placement.
- b. 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 policy and guidance issued by DEDO-DWD
- c. Service Provider will assist DEDO in completing the reporting requirements (fiscal, narrative, and close-out) upon request as outlined in the policy and guidance issued by DEDO-DWD.

## 7.0 Trade Adjustment Assistance (TAA)

- a. Further TAA guidance can be found at the Colorado Department of Labor and Education's TAA – Trade Adjustment Assistance policy page: <a href="https://drive.google.com/drive/folders/12-rOvoZ-FiFhbiB3G2pnDfysnpWFXljG?usp=sharing">https://drive.google.com/drive/folders/12-rOvoZ-FiFhbiB3G2pnDfysnpWFXljG?usp=sharing</a>
  - i. It is expected that the Service Provider will meet its participants serviced and completion goals by September 30, 2024.
  - ii. Purpose: To provide guidance on the requirement of co-enrollment between TAA and WIOA Title I Dislocated Worker (DW) and Adult Programs and to advise local areas of USDOL's co-enrollment requirements.
  - iii. Eligibility: USDOL is requiring a minimum of 75% co-enrollment on the TAADI report with the expectation of eventual 100% co-enrollment with the WIOA Dislocated Worker Program. Co-enrollment may happen any time after a TAA Registration/enrollment and will count for the quarter in which the co-enrollment happened and all subsequent quarters. It is critical that staff responsible for WIOA and TAA programs coordinate their efforts to ensure the utmost seamless customer service delivery for the participant through the co-enrollment and case management process. This is true for WIOA participants subsequently enrolled in TAA, and TAA participants who are subsequently enrolled into WIOA DW.
  - iv. Outcomes: Provider will follow all TAA Guidelines and Outcomes, Sequencing, and WIOA Program Enrollment Processes per State Colorado Policy Guidance Letters and local policies outlined in the Denver SharePoint Site.

#### 8.0 QUEST Grant

8.1 The QUEST DWG grants will advance the efforts of individuals adversely affected by the COVID-19 pandemic by: 1. providing grant activities addressing workforce needs in the infrastructure, care economy, climate and environment, hospitality, the state's 14 major industries and other industries/sectors relevant to the local workforce region economy; 2. achieving quality jobs that help workers achieve economic stability and mobility, prioritize diversity and worker voice and embody quality jobs principle; 3. developing and/or expanding community and participant outreach that is culturally and linguistically appropriate to reach historically marginalized communities and other priority populations; and 4. emphasizing the importance of providing comprehensive, necessary supportive services including childcare, transportation, housing and other allowable services to enable program success and unsubsidized employment. 5. expanding existing business engagement activities to share information on the value and business benefits of increasing job quality and equity, and to support the creation or expansion of high-quality jobs.

#### 9.0 PACE Grant

- 9.1 The Paving Access to Careers and Employment (PACE) grant provides the opportunity for Program Ambassadors to provide Supportive Services that increase the number of SNAP applicants and recipients that engage and enroll in Employment First (EF) or other local employment and training programs. PACE leverages existing expertise in Colorado's workforce development system and build upon already established employment and training-focused partnerships working with SNAP clients to assist the hardest-to-serve individuals to become economically self-sufficient. Specifically, the Service Provider will:
  - 9.1.1 Conduct Outreach by using several tools including, but not limited to, the Denver CBMS activities pull list from CDHS to connect with EF and CWSTEP Denver contractors. Use Connecting Colorado Client Query, or its equivalent, for contacting low-income EF and TANF participants. Partner with Denver Human Services EF team, SNAP to Success, to request and follow through on participant referrals. Utilize the Denver Workforce Integration Network to connect with new and existing partners. Leverage existing PACE grant marketing materials and rebrand for Denver. Co-enroll with WIOA Out-of-School Youth participants as appropriate.
  - 9.1.2 Use tools such as, but not limited to, the Comprehensive Assessment, myNextmove, Pathful Explore, and EBSCO Learning Skills to conduct assessments virtually and in-person.
  - 9.1.3 Provide Supportive Services based on needs assessment, including refer to WIOA programs as appropriate or refer to other providers.
  - 9.1.4 Make referrals to a work program. Making EF a priority. This would include coenrolling into WIOA Adult, OSY youth grants, discretionary grants, DWIN partners, DEDO 20+ partners, and CWSTEP.

## 10.0 WIOA Out of School Youth (OSY)

## **10.1** Transitional Services

- 10.1.1 The Operator must ensure continuous case management of "carry in" participants from previous Sub-recipients.
  - a. The Operator will use the transition time period to train all applicable staff including, but not limited to, customer-facing positions, case management, data integrity, and supervisory staff regarding their internal processes and procedures as well as DEDO systems, databases, and policies and procedures. The Operator will review, in detail, all active WIOA case files to determine the best course of action to ensure that there are no gaps in service.
  - b. The Operator will ensure the best possible continuity of services to clients with the addition of key staff as outlined in the budget. The Operator will work with DEDO to develop an optimal plan for service delivery to all populations and agree in writing to service standards during such a period.

## **10.2** Carry-In Program Participant Transition

- 10.2.1 The Operator in partnership with DEDO-Denver Workforce Development ("DWD") will be responsible for transitioning active, carry-in and follow-up participants for Workforce Innovation and Opportunity Act (WIOA) Out of School Youth (OSY). This will include reviewing carry-in case file documentation, conducting follow-up phone calls as needed and scheduling any necessary meetings.
- 10.2.2 The Operator in partnership with DEDO-DWD will utilize the transition time period to conduct outreach and communication to job seekers, businesses, mandated Denver Workforce Integration Network ("DWIN") partners and other community services providers to ensure that services are delivered seamlessly to all customers. The Operator will be responsible for meeting with all current Youth contracted service providers to understand their service models and integrate them into the new models as needed.
- 10.2.3 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 Contractor must adhere to all requirements and standards related to physical signage where WIOA services are provided; naming; logos; publications; standard language in WIOA-related communications; and any other signage or communications requirements established by the OED/WDB.
- 10.2.4 The Operator will participate in all DEDO scheduled Workforce Development outreach, community, civic and business development events as requested, i.e. grand openings, job fairs, etc.

#### **10.3** Infrastructure and Network

10.3.1 The Operator must ensure that there is adequate space, and resources computers, cubicles, and other required items in order to meet the needs of the OSY WIOA Program Elements.

## 11.0 Youth Program Service Delivery and Customer Flow

11.1 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. This model requires integration of the Customer Pool to ensure that all jobseekers flow seamlessly into the workforce system with a single point of entry and share a standardized common service flow.

## 11.2 WIOA Youth Program Components

## 11.2.1 Outreach and Recruitment

The Operator shall conduct outreach and recruitment efforts throughout Denver County to generate quality enrollments of all WIOA eligible youth participants. Outreach shall be conducted in conjunction with other WIOA partners, as needed, and will include other service providers, programs, and educational institutions.

## 11.2.2 Participant Eligibility

The Sub-recipient will determine and verify program eligibility prior to program enrollment in accordance with the DEDO WIOA Eligibility Determination and Documentation policy. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado.

## 11.2.3 Orientation, Assessment, and Suitability

A comprehensive orientation will be provided to all youth, regardless of entry point. Orientation should include sharing information and services available through the workforce system, including partner services and any other pertinent resources to ensure successful completion of the youth's education and employment goals. Suitability for the programs and services offered through the program will be determined through an initial assessment of the customer's needs and barriers that includes but is not limited to: assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), supportive service needs, motivation, desire, and availability for work. Completion of individual service codes to be captured and documented in Connecting Colorado.

## 11.2.4 WIOA 14 Program Elements

The Operator must ensure that the fourteen WIOA mandated youth program elements are made available to participants and DEDO-DWD shall require confirmation of associated entities performing said elements as described in USDOL Training and Employment Guidance Letter (TEGL) 21-16 or any subsequent revisions. DEDO-DWD encourages that services can be provided through collaborative partnerships. These program elements include:

- Tutoring, study skills training, instruction, and dropout prevention;
- Alternative secondary school services or dropout recovery services;
- Paid and unpaid work experience;
- Occupational skills training;

- Education offered concurrently with workforce preparation and training for a specific occupation;
- Leadership development opportunities;
- Supportive services;
- Adult mentoring;
- Follow-up services;
- Comprehensive guidance and counseling;
- Financial literacy education;
- Entrepreneurial skills training;
- Services that provide labor market information; and
- Postsecondary preparation and transition activities.

## 11.2.5 Work Experience

Work experiences are one of the 14 required youth program elements that must be made available in each local workforce area. A "Work Experience" is a planned, structured learning experience that takes place on a worksite for a limited period of time. Internships and other work experience may be paid or unpaid, as appropriate, and must be consistent with other laws, such as the Fair Labor Standards Act. An internship or other work experience may be within the private for-profit sector, the non-profit sector, or the public sector.

- a. WIOA identifies four categories of youth work experience:
  - Employment opportunities available throughout the summer and school year;
  - Pre-apprenticeship programs;
  - Internships and job shadowing opportunities; and
  - On-the-job training (OJT) opportunities.
- b. The Operator shall be able to provide Work-based Training Options as outlined in DEDO-DWD WIOA Title I Work Experience policy, including the provision of OJT opportunities as outlined in the DEDO-DWD WIOA On-the-Job Training policy.
- c. The Sub-recipient will be solely responsible for administering payroll services as either the **Employer of Record or through a third-party** payroll provider and will follow work experience policy.
- d. A minimum of 20 percent of local WIOA Title I youth funds must be used for work experience opportunities. The Sub-recipient is responsible for developing a plan to meet this requirement, as well as documenting and reporting work experience expenditures on a monthly basis. Contractor will share this plan with DEDO upon request.
- e. To ensure accurate invoicing and reporting, Contractor must earmark and charge the following activities as work experience expenditures in alignment with Federal guidance:
  - Wages/stipends paid for participation in a work experience;

- Staff time working to identify and develop a work experience opportunity, including staff time spent working with employers to identify and develop the work experience;
- Staff time working with employers to ensure a successful work experience, including staff time spent managing the work experience;
- Staff time spent evaluating the work experience;
- Participant work experience orientation sessions;
- Employer work experience orientation sessions;
- Classroom training or the required academic education component directly related to the work experience;
- Incentive payments directly tied to the completion of work experience; and
- Employability skills/job readiness training to prepare youth for a work experience.

#### 11.2.6 Career Pathways

The Operator shall work collaboratively with the DEDO-DWD in order to develop clear, articulate, and timely information that informs participants about middle skilled occupations within demand driven industries, including the delivery of informative workshops. WIOA places a strong emphasis on Career Pathways as defined as, "a combination of rigorous and high quality education, training, and other services that:

- a. Aligns with the skill needs of industries in the economy of the State or regional economy involved;
- b. Prepares an individual to be successful in any of a full range of secondary or postsecondary education options;
- c. Includes counseling to support an individual in achieving the individual's education and career goals;
- d. Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- e. Organizes education, training, and other services to meet particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- f. Enables an individual to attain secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- g. Helps an individual enter or advance within a specific occupation or occupational "cluster".

#### 11.2.7 Follow-up Services

The Operator will provide follow up services in alignment with the Guidance on Data Integrity and Customer Participation cycle.

- a. Retention/Advancement Services
  - Maintaining regular contact
  - Additional career planning and counseling
  - Working with the customer to identify emerging problems
  - Helping the customer gain job/educational coping skills
  - Peer support groups

- Information about additional educational opportunities
- Helping the customer to access needed support services

### 11.2.8 Re-Employment Services

- a. Counseling with the customer about reasons for their job loss
- b. Utilization of the menu of career services and supportive services to address reasons for job loss and implement appropriate solutions to secure re-employment

### 11.3 Youth Career Planner/Career Coach Roles and Responsibilities

- 11.3.1 The career advising/coaching function is a critical piece to effective service delivery. Career planning is the process by which career coaches perform ongoing counseling, career development, implementation of the Individual employment plan, intervention support and tracking of customers. The Subrecipient should provide continuous career coaching and planning services to registered job-seekers.
- 11.3.2 DEDO-DWD has set up minimum skill and duties for youth career coaches within the WIOA system as noted below:
  - a. The development of an Individual Service Strategy (ISS) should be in collaboration with the participant, resulting from a strengths-based engagement model.
  - b. Ongoing regular contact with the customer on all aspects of their workforce development needs. This should be documented in the participant tracking system of record. A printed and signed copy of the Individual Service Strategy must be in each participant case file and/or electronic imaging system.
  - c. Active participation must be documented and supported with appropriate services.
  - d. Customer contact must be completed on a regular basis and case notes must be written at every point of contact relating to the participant's goals and services provided.
  - e. Comprehensive knowledge, utilization, and interpretation by members of the service provider's staff of assessment tools approved by the Department of Labor and Employment.
  - f. Coordination of services for each participant with mandated WIOA partners, including referrals to other workforce development system partners or other youth service providers and mentoring and counseling programs. The coordination of service delivery by all providers involved shall be documented in the participant's case file.
  - g. Provision of educational, job development, job placement and job retention services.
  - h. Quality referrals for job order; including professionally prepared resumes and materials.
  - i. Workforce development technology systems to track services used by the participant and to provide the participant with information on growth industries in the Denver metro area and training provider performance. These technologies will include Connecting Colorado, and/or any other DEDO-DWD system of record.

- j. Refer participants for ancillary services as appropriate.
- k. Follow-up services must be communicated to and made available to all youth participants for a minimum of twelve months as outlined in the Data Integrity policy.

#### 12.0 OTHER DISCRETIONARY GRANTS

- **12.1** DEDO-DWD reserves the right to coordinate service delivery with the Operator and Service Provider as DEDO-DWD 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.
- **12.2** 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 DEDO-DWD policy.

### 13.0 SERVICE DELIVERY FOR EMPLOYERS

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

### 13.1.1 Connection Services

- a. Access to Space
  - Allow scheduling and access to a secure space for businesses to interview candidates, hold recruitment events, conduct informational meetings, etc.
- b. Recruitment Events
  - i. Work with the DEDO-DWD team to provide employers an inperson 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. Including but not limited to Now Hiring! Events and Path to Payday, Encourage, promote, post and advertise all Workforce Development events to job seekers.
  - ii. The operator must have timely and focused response to recruitment events as requested by the DEDO-DWD.
- c. 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 DEDO-DWD 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.
- d. 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.

- The Operator shall have timely and focused response to workbased learning and recruitment events as requested by the DEDO-DWD.
- iii. Support DEDO-DWD and ETPL approved training providers with recruitment of WIOA eligible candidates for upskilling/training opportunities.
- iv. Case manage all WIOA eligible candidates in these programs during participant life cycle.

#### 14.0 PERFORMANCE MANAGEMENT AND OUTCOMES

- 14.1 WIOA Performance Outcomes and Benchmarks as defined in Section 1.8
  - 14.1.1 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.
  - 14.1.2 Most WIOA performance measures are based on exits from the program; the DEDO-DWD 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.
  - 14.1.3 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

### 14.2 WIOA Performance Measures

- 14.2.1 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 DEDO-DWD 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 DEDO-DWD negotiates with CDLE annually.
- 14.2.2 The Operator will work with the DEDO-DWD to outline at a minimum the deliverable numbers of the following benchmarks:
  - a. Measures listed below reflects the PY24 measures; DEDO-DWD negotiated with Colorado Department of Labor & Employment.

Cusign Envelope ID: CA16404	8-94EE-4F81-B01A-C1345F19E14B	Adult Goal	Dislocated Worker Goal	Youth Goal
Employment 2 <sup>nd</sup> 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	74%	75%	69%
Employment 4 <sup>th</sup> Quarter after Exit	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit	75%	78%	69%
Median Earnings	The median earnings of participants who are in unsubsidized employment during the second quarter after exit	\$10,100	\$12,000	\$4,200
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	75%	79%	65%
Measurable Skills Gain	The percentage of participants who, during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are achieving documented academic, technical, occupational, or other forms of progress, towards such a credential or employment Measured in real time.	66%	68%	62%

### 15.0 Periodic Reporting and Meetings

- 15.1 The Operator and Service Provider must comply with all Local, State and Federal reporting requirements.
  - 15.1.1 Specifically, and as required by the DEDO-DWD, 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 DEDO-DWD. The Operator may also be required to assist with the completion of other annual, or quarterly reports as designated by the CDLE or CWDC.
  - 15.1.2 The Operator is also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWD.
  - 15.1.3 The DEDO-DWD will hold monthly/quarterly review meetings with the Operator to review progress toward planned versus actual benchmarks.
  - 15.1.4 Periodic reports will be required and should be anticipated. Reporting requirements will be mutually agreed upon by DEDO-DWD and the Operator.
  - 15.1.5 The Service Provider will be continually evaluated based on their performance on both the CDLE and DHS performance measures/incentives and the DEDO-DWD 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.
  - 15.1.6 The Operator and Service Provider contract renewals will be largely based on achievement of benchmarks. The DEDO-DWD 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.
  - 15.1.7 Where required or permitted by law or regulations, the DEDO-DWD reserves the right to add, remove or change measures, targets, conditions, or restrictions as it deems reasonable.

#### 16.0 PROGRAM STAFFING

- 16.1 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), career coaches 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 DEDO-DWD 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.

#### 16.2 Minimum Case Loads

- 16.2.1 Each staff should maintain an active customer ratio that approximates 1 full-time equivalent staff person as negotiated with DEDO-DWD. The exact number that each FTE will maintain may vary by service population. The Operator 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.
- 16.2.2 Each program may have caseloads that <u>exceed</u> 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. 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 DEDO-DWD policy.
- 16.2.3 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 DEDO-DWD 's Program Liaison.
- 16.2.4 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.

- 16.3 Staff Training, Orientation, Onboarding and Professional Development Plan
  - 16.3.1 The Service Provider are expected to provide orientation for those newly hired to deliver WIOA services. Such orientation should include overview of program policies and processes/procedures; overview of relationship between the service providers, the DEDO-DWD, and WIOA mandated partners and other WIOA funded service providers; basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWD.

#### 16.3.2 Staff Retention

16.3.2.1 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 DEDO-DWD upon request.

### 16.4 Salary and Wage Requirements

16.4.1 In accordance with its values, the DEDO-DWD 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 DEDO-DWD is requiring that all full-time staff receive a minimum salary that is in line with similar positions in the Denver metro area. The DEDO-DWD also strongly encourages the Service Provider to pay professional staff a competitive wage for their level of effort and expertise.

### 16.4.2 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, 2006, 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 PY23 amount for Executive Level II is \$221,900. The Operator and Service Provider must comply with this requirement. <a href="https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/">https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/</a>).

### 17.0 ADMINISTRATIVE RESPONSIBILITIES

- 17.1 Compliance, Reporting and Recordkeeping
  - 17.1.1 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 DEDO-DWD, 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 DEDO-DWD, and supply reports of such data in requested formats, in a professional manner, at requested intervals.

- 17.1.2 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.
- 17.1.3 In addition to Connecting Colorado, DEDO-DWD 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.

### 17.2 Customer Tracking Systems

- 17.2.1The Service Provider shall use Connecting Colorado for WIOA 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 DEDO-DWD's written policies, as may be amended from time to time.
- 17.2.2Upon request by the Service Provider, the DEDO-DWD will provide a unique username 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 usernames and their associated passwords are confidential and must not be shared.
- 17.2.3The Operator agrees to abide by and cause all staff users to abide by the City and County of Denver Data Confidentiality and Security Agreement.

### 17.3 Language Assistance

17.3.1The 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 DEDO-DWD WIOA Language Assistance plan.

### 17.4 Accessibility to People with Disabilities

17.4.1 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.usdoi.gov/crt/ada/taman3.html

- 17.5 Equal Opportunity and Non-Discrimination
  - 17.5.1 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.
  - 17.5.2. The Service Provider agrees to be in full compliance, at all times with the Denver Workforce Services Equal Opportunity and Non-Discrimination policy.
- 17.6. Customer Complaint Procedures
  - 17.6.1. DEDO-DWD 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 DEDO-DWD complaint policy and procedures.
- 17.7. Quality Control & Continuous Quality Improvement
  - 17.7.1. The Service Provider shall ensure that 100% of new participant case files (WIOA), and all other discretionary programs) are reviewed prior to enrollment. Annual plan is due to DEDO-DWD by September 30, 2024.
    - a. The Service Provider's quality control plan shall include, but not be limited to the following:
      - i. the element of work performance to be monitored, either on a scheduled or unscheduled basis.
      - ii. the methods to be used
      - iii. frequency of monitoring
      - iv. the format and content of records and reports to be generated
      - v. the title(s) of the individual(s) who will perform the monitoring
      - vi. the method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory

- vii. the administrative procedures to be followed for reporting to DEDO-DWD 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 DEDO-DWD 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.
- 17.7.2 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.
- 17.7.3 The DEDO-DWD 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:
  - a. The Service Provider is expected to solicit customer feedback, analyze results, and identify areas for quality improvement and report results to the DEDO-DWD. The DEDO-DWD 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.

### 17.8 Meetings and Trainings

17.8.1 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 DEDO-DWD and the Operator to ensure adequate staff coverage at the AJC during all-staff training sessions.

### **17.9** Payroll and Wage Rate Policy

17.9.1 The Service Provider shall sub-contract with third party vendor who will be solely responsible for administering payroll services as the <a href="Employer of Record">Employer of Record</a>; 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 DEDO-DWD and or external auditing purposes.

### **17.10** Participation in Studies and Initiatives

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

### **17.11** Communications and Signage

- 17.11.1 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 services are provided including: EO information; logos; publications; standard language in WIOA-related communications; and any other signage or communications requirements established by the DEDO-DWD. The Operator must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO-DWD Marketing Division.
- 17.11.2 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 Development 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 funding disclosure information as defined by DEDO Public Communications Policy Series #2020-FIN-01.
  - e. Include the required EO language: {Insert Program/Service Name here} is an <a href="Equal Opportunity">Equal Opportunity</a> 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.
- 17.11.3 Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by DEDO-DWD, both in writing and electronically.
- 17.11.4 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Development in 30 days in advance for approval prior to display or distribution.
- 17.11.5 Social media postings may be exempt from the above logo requirements but must be approved in advance by Denver Workforce Development.

### 17.12 Technology Requirements

- 17.12.1 The Service Provider is responsible for maintaining and servicing all technology to the satisfaction of the City and its sole discretion
- 17.12.2 The Service Provider is responsible to choose an Internet Service Provider (ISP) to run network access to licensed premises as identified by DEDO;
  - a. Arie P. Taylor located at 4685 Peoria Street.
- 17.12.3 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.
- 17.12.4 All equipment must be approved through the City and County of Denver's Technology Services Agency and the Department of Workforce Development Director prior to order and installation.
- 17.12.5 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.
- 17.12.6 The Service Provider is responsible for maintaining the approved list of staff with IT access.
- 17.12.7 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.
- 17.12.8 The Service Provider agrees to purchase or otherwise obtain appropriate and applicable software to ensure appropriate level of data security to obtain documents and data with high levels of Personally Identifiable Information (PII) that is needed for program compliance within the Colorado Workforce System, as well as capturing digital or electronic signatures on programmatic documentation in compliance with applicable DEDO-DWD policies, to the extent that Service Provider has not already purchased or otherwise obtained such software.
  - a. Such software may be obtained as a Software as a Service (SaaS) Service Level Agreement (SLA) or other type of agreement at the discretion of Service Provider, and shall be used as a means to sufficiently meet all of Service Provider's obligations described in this Agreement through its reference here.
  - b. Service Provider shall purchase subscription services for such software, including, without limitation, software/hardware updates and related technical support services for such software/hardware, pursuant to this Agreement commencing at the onset of this Agreement.

- c. Service Provider shall ensure that all software conforms to minimum technology requirements set forth within this Agreement, and all software obtained by Service Provider as described herein shall be subject to review and approval by the City to ensure such conformance.
- d. Service Provider agrees:
  - 1. that it will continue to utilize the software described herein throughout the term of the Agreement, including any extensions of time,
  - 2. that the CITY has rights to all data captured within this system that is related to the services provided by Service Provider pursuant to this Agreement, and
  - 3. such data will be sufficiently retained to ensure compliance with the more stringent of:
    - i. the then-current Data Retention Policy of the City and County of Denver, or
    - ii. the then-current data retention policy of the funding organization(s) that has/have provided funding for Service Provider services contemplated pursuant to the Agreement, as applicable.

### **17.13** Privacy and Confidentiality

- 17.13.1 The One-Stop Operator must develop policies and procedures that align with DEDO-DWD 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.
- 17.13.2 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.
- 17.13.3 The Service Provider must provide DEDO with one of the following security control certifications on an annual basis: SAML 2.0, SSAE18, SOC2, ISO 27001 current industry–certification(s) as updated, or other certifications as agreed upon after reviewing with Denver Tech Services.

- 17.13.4 The Service Provider must provide 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 DEDO-DWD 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 DEDO-DWD policies, as well as other local, State, and Federal requirements
- 17.13.5 The Service Provider must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.
- **17.14** Documentation Management and Retention
  - 17.14.1 DEDO-DWD will utilize a paperless documentation system. The Service Provider will maintain customer files in compliance with applicable regulations.
  - 17.14.2 The Service Provider will be responsible for working with DEDO-DWD 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.
  - 17.14.3 The Service Provider must maintain program, participant, and financial records for seven years from completion of services in accordance with DEDO-DWD's file retention policy.
  - 17.14.4 The One-Stop Operator/Service Provider shall work with DEDO-DWD 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 DEDO-DWD policies.

TOTAL



## CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 BUDGET SUMMARY

A. Respondent:	Eckerd Youth Alternatives Inc.	D. Contract Number:	202579761
B. Project:	WIOA	E. Contract Period:	July 1, 2025-June 30, 2026
C. Program Year:	2025	F. Requested Amount:	\$ 3,367,000

Budget Summary for Workforce Innovation And Opportunity Act (1) (2) (5) (3) (4) (6) **Total Project Cost** Other Non-Federal Other City and County of Agency Total Item of Expenditure Other Federal Funding (All Funding Sources) requested from DEDO Funding Denver Funding % % % Amount Amount Amount Amount Amount Personnel \$ 1,842,866 78.07% 517,617 21.93% 100.00% 0.00% 0.00% \$ 2,360,483 Fringe 507,353 79.94% 0.00% 0.00% 127,316 20.06% \$ 634,669 100.00% Office Expenses, Supplies, & Equipment 76.25% 0.00% 0.00% 23.75% 100.00% 3,650 11,717 15,367 77.43% 22.57% 100.00% Communication \$ 17,696 0.00% 0.00% 5,159 22,855 43,401 82.23% 0.00% 0.00% 17.77% 52,778 100.00% Subcontractor #DIV/0! #DIV/0! #DIV/0! #DIV/0! \$ 100.00% 188,166 Other Direct Costs \$ 187,158 0.00% 0.54% \$ 100.00% 99.46% 0.00% 1.008 37,416 Indirect Costs 394,793 91.34% 0.00% 0.00% 8.66% 432,209 100.00% Direct Costs excluded from MTDC 362,016 70.21% 0.00% 0.00% 153,589 29.79% \$ 515,605 100.00% Supplemental CAP Projection \$ 1,500,000 100.00% 0.00% \$ 1,500,000 100.00% 0.00%0.00%Supplemental CAP Total 100.00%

0.00%

0.00% \$

855,132

14.94% \$ 5,722,132

100.00%

I: Respondent Authorization		J: City and County of Denver Authorization	on
Signature of Respondent Official	Date	Signature	Date
Name (Type or print)		Name (Type or print)	
Title (Type or print)		Title (Type or print)	

\$ 3,367,000

58.84%



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 AMOUNT REQUESTED FROM DEDO SUMMARY

A. Respondent:	Eckerd Youth A		tives Inc	·			D. Contra	ct I	Number:	202579761											
B. Project:	WIG						E. Contra	ct l		July 1, 2025-June 30, 2026											
C. Program Year:	202	25					F. Reques	ted	Amount:	\$					3,367,000						
				Budget St	umn	nary for A	mount Re	que	ested from I	Denver Eco	ono	omic Develo	opment &	Орг	ortunity						
(1)			(2)			(3)			(4)			(5)			(6)			(7)		(8)	
Item of E	xpenditure	,	WIOA A	dult	WIG	OA Dislocat	ed Worker		WIOA (	OSY					General F	unds		Supplem	ental	Total Proje requested fro	
		Ame	ount	%	1	Amount	%		Amount	%		Amount	%		Amount	%		Amount	%	Amount	%
Personnel		\$ 89	95,914	48.62%	\$	314,969	17.09%	\$	631,983	34.29%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	1,842,866	100.00%
Fringe		\$ 25	56,294	50.52%	\$	90,282	17.79%	\$	160,777	31.69%	\$	-	0.00%	\$	-	0.00%	\$	-	0.00%	507,353	100.00%
Office Expenses, Supplies,	& Equipment	\$	7,113	60.71%	\$	2,501	21.35%	\$	1,870	15.96%	\$	-	0.00%	\$	233	1.99%	\$	-	0.00%	11,717	100.00%
Communication		\$	10,055	56.82%	\$	3,535	19.98%	\$	3,734	21.10%	\$	-	0.00%	\$	372	2.10%	\$	-	0.00%	17,696	100.00%
Insurance		\$	18,750	43.20%	\$	6,438	14.83%	\$	15,000	34.56%	\$	-	0.00%	\$	3,213	7.40%	\$	-	0.00%	43,401	100.00%
Subcontractor		\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-	#DIV/0!	\$		#DIV/0!	\$	-	#DIV/0!	-	100.00%
Other Direct Costs		\$ 4	41,045	21.93%	\$	12,429	6.64%	\$	52,909	28.27%	\$	-	0.00%	\$	80,775	43.16%	\$	-	0.00%	187,158	100.00%
Indirect Costs		\$ 10	62,256	41.10%	\$	56,784	14.38%	\$	114,346	28.96%	\$	-	0.00%	\$	61,407	15.55%	\$	-	0.00%	394,793	100.00%
Direct Costs excluded from	MTDC	\$ 10	08,573	29.99%	\$	28,062	7.75%	\$	219,381	60.60%	\$	-	0.00%	\$	6,000	1.66%	\$	-	0.00%	362,016	100.00%
TOTA	L	\$ 1,50	00,000	44.55%	\$	515,000	15.30%	\$	1,200,000	35.64%	\$	-	0.00%	\$	152,000	4.51%	\$	-	0.00%	\$ 3,367,000	100.00%
I: Respondent Authorization														J: (	City and Co	inty of Denv	ver 1	Authorizatio	on		
Signature of Respondent Offic	cial	Da	ate											Sign	ature					Date	•
Name (Type or print)														Nan	ne (Type or	print)					•
Title (Type or print)														Title	e (Type or p	rint)					
Maka sura DEDO Summa	ry is included with B	udaat	Summ	201																	i



# CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent: Eckerd Youth Alternatives Inc. C: Contract Number: 202579761

B. Program:	,	WIOA Adult			D: Contract Period: July 1, 2025-June 30, 2026			
(1) Position/Title	(2) Employee(s) Name	(3) No.	(4) Annual	(5) Full-time Equivalent	(6) Total Program	(7) DEDO Share	(8) Brief Summary of Job Responsibilities	
		Employee(s)	Salary (\$)	(FTE)	Cost (\$)	(\$)	(If not enough room include separate sheet).  Provides program oversight and leadership to ensure the program adheres to	
Sr VP, Workforce Operations	Zeigler, Jonathan	1	\$202,632	0.04	\$8,183	\$8,183	Corporate vision, policies and goals.	
Sr Operations Director	Green, Sir J	1	\$124,156	0.56	\$69,838	\$69,838	Responsible for executing the full operation of program services locally & regionally	
Area Manager	Leadon, Beverely Ann	1	\$88,374	0.53	\$46,396	\$46,396	Responsible for coordination of local partners and program services	
Site Manager	Madison-Loveless, Kristin K	1	\$78,218	0.75	\$58,663	\$58,663	Responsible for executing the full operation of program services locally	
One Stop Manager	Yoder, Taylor Nicole	1	\$75,940	0.75	\$56,955	\$56,955	Provides direct operation supervision. Adult & DW projects	
Quality Assurance Supervisor, WFD CO	Kline, Karl Ian	1	\$71,000	0.75	\$53,250	\$53,250	Responsible for quality assurance across all WIOA programs and discretionary grants	
Quality Improvement Specialist	Lotade-Manje, Justus	1	\$63,654	0.75	\$47,741	\$47,741	Responsible for case management and navigating participants successfully through the program. Regular reporting, conducting reviews, resource for participant opportunities.	
		-					Responsible for case management and navigating participants successfully	
Lead Career Coach	Sandoval, Gabriel Joseph	1	\$64,522	0.75	\$48,577	\$48,577	through the program as well as oversight and supervision of other career  Works with corporate finance to process and pay participant related expenses	
Data Integrity Specialist	Chavez, Jesica Maribel	1	\$62,691	0.75	\$47,199	\$47,199	and report on projections	
Workforce Career Coach	Lasser Williams, Laura E	1	\$62,691	0.75	\$47,199	\$47,199	Responsible for case management and navigating participants successfully through the program.	
Workforce Career Coach	Lewis, Nicole Victoria	1	\$62,691	0.75	\$47,199	\$47,199	Responsible for case management and navigating participants successfully through the program.	
Workforce Career Coach	Quayle, Sean Palomino	1	\$62,691	0.38	\$23,871	\$23,871	Responsible for case management and navigating participants successfully through the program.	
Workforce Career Coach	Rogers Jr, Jim Terral	1	\$62,691	0.75	\$47,199	\$47,199	Responsible for case management and navigating participants successfully through the program.	
Workforce Development Specialist	Gutierrez, Brian	1	\$62,691	0.38	\$23,871	\$23,871	Primary focus on work based learning activity, employer partnerships, OJT & Apprenticeships	
Workforce Career Coach	Romero, Dorothy M	1	\$60,861	0.75	\$45,821	\$45,821	Responsible for case management and navigating participants successfully through the program.	
Data Integrity Specialist	Pruett, Andrea T	1	\$57,970	0.75	\$43,644	\$43,644	Works with corporate finance to process and pay participant related expenses and report on projections	
Workforce Career Coach	Al Ani, Walid Mohammed Sharif	1	\$57,970	0.75	\$43,644	\$43,644	Responsible for case management and navigating participants successfully through the program.	
							Responsible for case management and navigating participants successfully	
Workforce Career Coach	Bennett, Steven Michael	1	\$57,970	0.75	\$43,644	\$43,644	through the program.  Responsible for case management and navigating participants successfully	
Workforce Career Coach	Kryzer, Carly D	1	\$62,691	0.75	\$47,199	\$47,199	through the program.	
Workforce Career Coach	Witherow, Taylor Nicole	1	\$60,861	0.75	\$45,821	\$45,821	Responsible for case management and navigating participants successfully through the program.	
(9) Totals			,		\$895,914	\$895,914		
F. Fringe Benefits and Total Personn	el Cost	1		I			1	
Type of Fringe Benefits, includes the					Total Cost	DEDO Share	Please Show Calculations Below:	
following, but not limited to:					(\$)	(\$)		
(10) Social Security & Medicare (FICA)				\$68,537	\$68,537	= 7.65% x Line 9		
(11) Federal Unemployment Tax (FUTA	,			\$5,340	\$5,340	= 0.60% x Line 9		
(12) State Unemployment Insurance (SU	П)			\$0	\$0	= 0.00% x Line 9		
(13) Workers Compensation				\$448	\$448	= 0.05% x Line 9		
(14) Other (Please List)	Retirement				\$19,710	\$19,710	= 2.20% x Line 9	
(15) Other Please List)	Health Ins & Other health benefits			\$162,259	\$162,259	= 18.11% x Line 9		
(16) Total Fringe Benefits (Add Lines 1	0-15)			\$256,294	\$256,294			
(17) Total Personnel Costs (Line 9 pl	ıs Line 16)				\$1,152,208	\$1,152,208		

(5) TOTAL NON-PERSONNEL COSTS

\$347,792

\$347,792



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

Contract Amount:

1,500,000

Indirect Rate: Eckerd Youth Alternatives Inc. A. Respondent: C: Contract Number: 202579761 B. Program: WIOA Adult D: Contract Period: July 1, 2025-June 30, 2026 (1) (2) (3) (4) Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative) Variable **Total Program Cost DEDO Share of Cost** Variable Item of Expenditure #2 **DEDO Share** (\$) (\$) #1 OFFICE EXPENSES, SUPPLIES, & EQUIPMENT \$7,113 \$7,113 Includes the following, but not limited to: TOTAL Costs to purchase general office supplies, such as printer ink, pens, files, Office Supplies \$2,567 \$2,567 213.93 100% ecure shipment of participant checks, documents, phones/laptops other Postage \$1,337 \$1,337 111.42 100% Computer & Software \$802 \$802 replacement laptop phase in 802.25 1.00 100% Adobe Pro annual license renewals, EBSCO annual renewal License Fees \$2,407 \$2,407 100% COMMUNICATION TOTAL \$10,055 \$10,055 Includes the following, but not limited to: Telephone & Internet \$3,851 \$3,851 nternet service 320.90 12.00 100% inlimited talk, text, data for employee cell phones Cell Phone (employees) \$6,204 \$6,204 517.00 12.00 100% INSURANCE TOTAL \$18,750 \$18,750 Includes the following, but not limited to: Liability Insurance \$18,750 \$18,750 .25% of contract, submitted in December and June SUBCONTRACTOR TOTAL \$0 \$0 Includes the following, but not limited to: \$0 \$0 100% OTHER DIRECT COSTS TOTAL \$41,045 \$41,045 Includes the following, but not limited to: nployee mileage reimbursement @ IRS rate, currently \$0.70/mile between Mileage reimbursement \$564 \$564 ites, to participants and partners, events 805.71 0.70 100% Background screening (employees) nnual DMV and other required annual background screening \$481 \$481 16.04 30.00 100% varied paid experiences, averaging 40 hours/week for up to 8 weeks @ Client On the Job Training \$40,000 \$40,000 325/hr, reimbursed at 50% rate for up to 10 participants 10.00 100% 4.000 Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method INDIRECT COSTS TOTAL \$162,256 \$162,256 Federally approved indirect \$162,256 \$162,256 Rounding 5.00 (Up to \$5) 100% DIRECT COSTS EXCLUDED FROM MTDC \$108,573 \$108,573 Includes the following, but not limited to: Equipment Rent \$1,125 \$1,125 copier lease, allocated amongst programs 93.73 100% up to \$100 for up to 12 participants to support transportation to OJT or Client Transportation \$1,200 \$1,200 \$100 12.00 100% \$98,748 \$98,748 various ITA tuition training opportunities \$3,798 26.00 100% apportive services, work boots, books, etc. to eliminate barriers to OJT or Client Allowances \$7,500 \$7,500 \$250 30.00 100%



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent:	Eckerd Youth Alternatives Inc.	C: Contract Number:	202579761
B. Program:	WIOA Dislocated Worker	D: Contract Period:	July 1, 2025-June 30, 2026

B. Program:	WIOA	Dislocated Work	er		-	D: Contract Pe	riod: July 1, 2025-June 30, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Position/Title	Employee(s) Name	No. Employee(s)	Annual Salary (\$)	Full-time Equivalent (FTE)	Total Program Cost (\$)	DEDO Share (\$)	Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Sr VP, Workforce Operations	Zeigler, Jonathan	1	\$202,632	0.02	\$3,507	\$3,507	Provides program oversight and leadership to ensure the program adheres to Corporate vision, policies and goals.
Sr Operations Director	Green, Sir J	1	\$124,156	0.19	\$23,279	\$23,279	Responsible for executing the full operation of program services locally & regionally
Area Manager	Leadon, Beverely Ann	1	\$88,374	0.18	\$15,465	\$15,465	Responsible for coordination of local partners and program services
Site Manager	Madison-Loveless, Kristin K	1	\$78,218	0.25	\$19,554	\$19,554	Responsible for executing the full operation of program services locally
One Stop Manager	Yoder, Taylor Nicole	1	\$75,940	0.25	\$18,985	\$18,985	Provides direct operation supervision. Adult & DW projects Responsible for quality assurance across all WIOA programs and
Quality Assurance Supervisor, WFD CO	Kline, Karl Ian	1	\$71,000	0.25	\$17,750	\$17,750	discretionary grants Responsible for case management and navigating participants successfully
Quality Improvement Specialist	Lotade-Manje, Justus	1	\$63,654	0.25	\$15,914	\$15,914	responsible for case management and navigating participants successfully through the program. Regular reporting, conducting reviews, resource for Responsible for case management and navigating participants successfully
Lead Career Coach	Sandoval, Gabriel Joseph	1	\$64,522	0.25	\$16,192	\$16,192	through the program as well as oversight and supervision of other career Works with corporate finance to process and pay participant related expens
Data Integrity Specialist	Chavez, Jesica Maribel	1	\$62,691	0.25	\$15,733	\$15,733	and report on projections  Responsible for case management and navigating participants successfully
Workforce Career Coach	Lasser Williams, Laura E	1	\$62,691	0.25	\$15,733	\$15,733	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Lewis, Nicole Victoria	1	\$62,691	0.25	\$15,733	\$15,733	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Quayle, Sean Palomino	1	\$62,691	0.25	\$15,733	\$15,733	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Rogers Jr, Jim Terral	1	\$62,691	0.25	\$15,733	\$15,733	through the program.  Primary focus on work based learning activity, employer partnerships, OJT
Workforce Development Specialist	Gutierrez, Brian	1	\$62,691	0.25	\$15,733	\$15,733	Apprenticeships Responsible for case management and navigating participants successfully
Workforce Career Coach	Romero, Dorothy M	1	\$60,861	0.25	\$15,274	\$15,274	through the program.  Works with corporate finance to process and pay participant related expens
Data Integrity Specialist	Pruett, Andrea T	1	\$57,970	0.25	\$14,548	\$14,548	and report on projections Responsible for case management and navigating participants successfully
Workforce Career Coach	Al Ani, Walid Mohammed Sharif	1	\$57,970	0.25	\$14,548	\$14,548	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Bennett, Steven Michael	1	\$57,970	0.25	\$14,548	\$14,548	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Kryzer, Carly D	1	\$62,691	0.25	\$15,733	\$15,733	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Witherow, Taylor Nicole	1	\$60,861	0.25	\$15,274	\$15,274	through the program.
(9) Totals					\$314,969	\$314,969	
F. Fringe Benefits and Total Personn	el Cost				T * 10 '	DEDO SI	Г
Type of Fringe Benefits, includes the following, but not limited to:					Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) Social Security & Medicare (FICA)	)				\$24,095	\$24,095	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA	۸)				\$1,877	\$1,877	= 0.60% x Line 9
(12) State Unemployment Insurance (SU	Л)				\$0	\$0	= 0.00% x Line 9
(13) Workers Compensation					\$157	\$157	= 0.05% x Line 9
(14) Other (Please List)	Retirement	· ·			\$6,929	\$6,929	= 2.20% x Line 9
(15) Other Please List)	Health Ins & Other health benefits		\$57,224	\$57,224	= 18.17% x Line 9		
(16) Total Fringe Benefits (Add Lines 1				\$90,282	\$90,282		
(17) Total Personnel Costs (Line 9 pl	us Line 16)				\$405,251	\$405,251	



#### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025

PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

Contract Amount: Indirect Rate: (6)

Eckerd Youth Alternatives Inc. 202579761 A. Respondent: C: Contract Number: B. Program: WIOA Dislocated Worker July 1, 2025-June 30, 2026 D: Contract Period: (1) (3) Total Program Cost DEDO Share of Cost Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative) Variable Variable Item of Expenditure (\$) (\$) #1 #2 **DEDO Share** OFFICE EXPENSES, SUPPLIES, & EQUIPMENT \$2,501 \$2,501 Includes the following, but not limited to: TOTAL Office supplies general office supplies, not capital \$903 \$903 75.22 12.00 100% Postage \$470 \$470 postage and shipping costs 39.18 12.00 100% Computer & Software \$282 \$282 phase in replacement computer allocated amongst salaried programs 282.08 1.00 100% Adobe Pro and EBSCO annual license renewal, allocated amongst salaried Licensing Fees \$846 \$846 19.06 44.41 100% COMMUNICATION TOTAL Includes the following, but not limited to: \$3,535 \$3,535 Telephone & internet \$1,354 \$1,354 internet service 112.83 12.00 100% Cell phone employee cell phone service fees w/unlimited talk, text, data \$2,181 \$2,181 12.00 181.78 100% INSURANCE TOTAL \$6,438 Includes the following, but not limited to: .25% of contract amount, charged in December and June for Liability Insurance \$6,438 \$6,438 3.218.75 SUBCONTRACTOR TOTAL **\$0** \$0 Includes the following, but not limited to: \$0 \$0 OTHER DIRECT COSTS TOTAL \$12,429 \$12,429 Includes the following, but not limited to: mployee mileage reimbursement @ IRS rate, currently \$0.70/mile Mileage reimbursement \$500 \$500 etween sites, to participants and partners, events 714.29 0.70 100% Background screening \$169 \$169 annual DMV and other required annual background screening \$169 1.00 100% ariable paid training for up to 7 participants, 40 hrs/wk x 4 wks @ \$21/h On the Job Training \$11,760 \$11,760 1,680.00 7.00 100% Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method INDIRECT COSTS TOTAL \$56,784 \$56,784 Federally approved indirect rate Rounding \$56,784 \$56,784 13.2% of modified total direct costs 4.00 (Up to \$5) 100% DIRECT COSTS EXCLUDED FROM MTDC \$28,062 \$28,062 Includes the following, but not limited to: TOTAL Equipment Rent \$395 \$395 12.00 32.96 100% Client Transportation \$700 articipant support for transportation assistance \$100.00 7.00 100% Client Tuition \$25,092 \$25,092 various ITA tuition training opportunities \$2,509.16 10.00 100% upportive services, work boots, books, etc. to eliminate barriers to OJT or Client Allowances \$1,875 \$1,875 \$125.00 15.00 100% (5) TOTAL NON-PERSONNEL COSTS \$109,749 \$109,749

A. Respondent:



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

Eckerd Youth Alternatives Inc. C: Contract Number: 202579761

B. Program:		WIOA OSY			-	D: Contract Pe	riod: July 1, 2025-June 30, 2026
					-		
(1) Position/Title	(2) Employee(s) Name	(3) No.	(4) Annual	(5) Full-time Equivalent	(6) Total Program	(7) DEDO Share	(8) Brief Summary of Job Responsibilities
	F	Employee(s)	Salary (\$)	(FTE)	Cost (\$)	(\$)	(If not enough room include separate sheet).  Provides program oversight and leadership to ensure the program adheres to
Sr VP, Workforce Operations	Zeigler, Jonathan	1	\$202,632	0.02	\$4,676	\$4,676	Corporate vision, policies and goals.
Sr Operations Director	Green, Sir J	1	\$124,156	0.25	\$31,039	\$31,039	Responsible for executing the full operation of program services locally & regionally
Area Manager	Leadon, Beverely Ann	1	\$88,374	0.30	\$26,512	\$26,512	Responsible for coordination of local partners and program services
Program Manager	Moeding, Trey Martin	1	\$73,500	1.00	\$73,500	\$73,500	Responsible for executing the full operation of program services locally
	<u> </u>	-					Responsible for case management and navigating participants successfully
Lead Career Coach	Ozkar, Ozden	1	\$64,730	1.00	\$64,979	\$64,979	through the program as well as oversight and supervision of other career Works with corporate finance to process and pay participant related expenses
Data Integrity Specialist	Davis, Jennifer-Rose Hokulani	1	\$63,648	1.00	\$63,893	\$63,893	and report on projections
Workforce Career Coach	Gutierrez, Deanna	1	\$62,691	1.00	\$62,932	\$62,932	Responsible for case management and navigating participants successfully through the program.
							Primary focus on work based learning activity, employer partnerships, OJT &
Workforce Development Specialist	Dyson, Dalziel Blair	1	\$62,691	1.00	\$62,932	\$62,932	Apprenticeships Responsible for case management and navigating participants successfully
Workforce Career Coach	Perea, Britney Ann	1	\$60,923	1.00	\$61,158	\$61,158	through the program.  Responsible for case management and navigating participants successfully
Workforce Career Coach	Trac, Crystal H	1	\$60,861	1.00	\$61,095	\$61,095	through the program.
Workforce Career Coach	Little, Emily Ann-Marie	1	\$60,840	1.00	\$61,074	\$61,074	Responsible for case management and navigating participants successfully through the program.
							Responsible for case management and navigating participants successfully
Workforce Career Coach	Lecaros, Ana Luz	1	\$57,970	1.00	\$58,193	\$58,193	through the program.
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	S0	
(9) Totals					\$0 \$631,983	\$0 \$631,983	
F. Fringe Benefits and Total Personn	nel Cost				3031,763	3031,703	
Type of Fringe Benefits, includes the					Total Cost	DEDO Share	Please Show Calculations Below:
following, but not limited to:					(\$)	(\$)	
(10) Social Security & Medicare (FICA	/				\$48,347	\$48,347	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUT)					\$3,767 \$0	\$3,767 \$0	= 0.60% x Line 9 = 0.00% x Line 9
(12) State Unemployment Insurance (SU	J1)			\$316	\$0 \$316	= 0.00% x Line 9 = 0.05% x Line 9	
(13) Workers Compensation (14) Other (Please List)	Retirement				\$13,904	\$13,904	= 0.03% x Line 9 = 2.20% x Line 9
(14) Other (Please List)	Health Ins & other health benefits				\$13,904	\$13,904	= 2.20% x Line 9 = 14.94% x Line 9
(16) Total Fringe Benefits (Add Lines 1					\$160,777	\$160,777	14.7470 A LINC /
(17) Total Personnel Costs (Line 9 pl					\$792,760	\$792,760	
(17) Total Tersonner Costs (Line 9 pi	us Line 10)		3/74,/00	\$172,100			



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

Contract Amount: Indirect Rate: (6)

A. Respondent: Eckerd Youth Alternatives Inc. C: Contract Number: 202579761

B. Program: WIOA OSY D. Contract Number: 1025 February 20 2027

B. Program: WIOA OS	Y	D: Contract Period:	July 1, 2025-June 30, 2026			
(1)	(2)	(3)	(4)			
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)	Variable #1	Variable #2	DEDO Share
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$1,870	\$1,870	Includes the following, but not limited to:			
Office supplies	\$275	\$275	Costs to purchase general office supplies, such as printer ink, pens, files, etc.	22.92	12.00	100%
Postage	\$200	\$200	Secure shipment of participant checks, documents, phones/laptops other equipment	16.67	12.00	100%
License fees	\$1,395	\$1,395	Adobe Pro annual license renewals	150.00	9.30	100%
COMMUNICATION TOTAL	\$3,734	\$3,734	Includes the following, but not limited to:			
Telephone & internet	\$1,502	\$1,502	internet service monthly charges	125.20	12.00	100%
Cell phone	\$2,232	\$2,232	employee cell phone monthly service fees, \$20/mo per FTE for unlimited talk, text, data	240.00	9.30	100%
INSURANCE TOTAL	\$15,000	\$15,000	Includes the following, but not limited to:			
Liability insurance	\$15,000	\$15,000	1.25% of contract, charged in December and June	7,500.00	2.00	100%
SUBCONTRACTOR TOTAL	\$0	\$0	Includes the following, but not limited to:			
	\$0	\$0				100%
OTHER DIRECT COSTS TOTAL	\$52,909	\$52,909	Includes the following, but not limited to:			
Mileage reimbursement	\$1,675	\$1,675	employee mileage reimbursement @ IRS rate, currently $\$0.70$ /mile between sites, to participants and partners, events	2,392.86	0.70	100%
Other employee travel	\$20,130	\$20,130	NAWDP National Conference travel expenses (airfare, lodging, meals, other incidentals/per diem costs)	1,548.46	13.00	100%
Background screening	\$279	\$279	annual DMV and other required annual background screening	30.00	9.30	100%
Training, conferences, and meetings	\$11,475	\$11,475	10 staff to Youth NAWDP National conference (Nov-25, \$600/pp), 3 staff to Adult NAWDP National conference (May-26, \$625/pp), 9 staff to get CWDP certification @ \$600/pp	3,825.00	3.00	100%
Work Experience Wages	\$15,000	\$15,000	various paid work experience opportunities for up to 5 participants x 15 hours x 10 weeks x \$20/hr	3,000.00	5.00	100%
Work Experience Taxes & Fees	\$4,350	\$4,350	29% of Work Experience Wages	870.00	5.00	100%
INDIRECT COSTS TOTAL	\$114,346	\$114,346	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
federally approved indirect rate	\$114,346	\$114,346		(2.00)	Rounding (Up to \$5)	100%
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$219,381	\$219,381	Includes the following, but not limited to:			
Client vocational training and skills	\$201,981	\$201,981	various ITA tuition training opportunities	5,246.25	38.50	100%
Client incentives - completion	\$1,250	\$1,250	incentives provided to participants who meet certain milestones	250.00	5.00	100%
Client allowances	\$16,150	\$16,150	supportive services, work boots, books, etc. to eliminate barriers to OJT or training	850.00	19.00	100%
(5) TOTAL NON-PERSONNEL COSTS	\$407,240	\$407,240				

A. Respondent:



### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

Eckerd Youth Alternatives Inc. C: Contract Number: 202579761

B. Program:	G	eneral Funds				D: Contract Per	riod: July 1, 2025-June 30, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
(4)	(=)	No.	Annual	Full-time	Total Program	DEDO Share	Brief Summary of Job Responsibilities
Position/Title	Employee(s) Name	Employee(s)	Salary (\$)	Equivalent	Cost (\$)	(\$)	(If not enough room include separate sheet).
		1 17 1 (17		(FTE)		(-)	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0		
						\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$0	\$0 \$0	
F. Fringe Benefits and Total Personnel	Cost						
Type of Fringe Benefits, includes the					Total Cost	DEDO Share	Please Show Calculations Below:
following, but not limited to:					(\$)	(S)	
(10) Social Security & Medicare (FICA)					\$0	\$0	= 0.00% x Line 9
(11) Federal Unemployment Tax (FUTA)					\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI	)				\$0	\$0	= 0.00% x Line 9
(13) Workers Compensation					\$0	\$0	= 0.00% x Line 9
(14) Other (Please List)					\$0	\$0	= 0.00% x Line 9
(15) Other Please List)	10			\$0	\$0	= 0.00% x Line 9	
(16) Total Fringe Benefits (Add Lines 10					\$0	\$0	
(17) Total Personnel Costs (Line 9 plus	s Line 16)				\$0	\$0	



# CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

Contract Amount: Indirect Rate:

A. Respondent:	Eckerd Youth Alter	natives Inc.	C: Contract Number:	202579761			
B. Program:	General Fu	nds	D: Contract Period:	July 1, 2025-June 30, 2026			
	(1)	(2)	(3)	(4)	]		
It	em of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)	Variable #1	Variable #2	DEDO Share
OFFICE EXPENS EQUIPMENT TO	SES, SUPPLIES, & OTAL	\$233	\$233	Includes the following, but not limited to:			
Licensing fo	res	\$233	\$233	Adobe Pro annual license renewal for PACE employees	150.00	1.55	100%
COMMUNICATI	ON TOTAL	\$372	\$372	Includes the following, but not limited to:			
Cell phone		\$372	\$372	monthly cell phone service fees for PACE employees	240.00	1.55	100%
INSURANCE TO	TAL	\$3,213	\$3,213	Includes the following, but not limited to:			
Liability ins	surance	\$3,213	\$3,213	1.25% of contract (plus PACE contract)	1,606.25	2.00	100%
SUBCONTRACT	OR TOTAL	\$0	\$0	Includes the following, but not limited to:			
		\$0	\$0				100%
OTHER DIRECT	COSTS TOTAL	\$80,775	\$80,775	Includes the following, but not limited to:			
Mileage reir	mbursement	\$5,000	\$5,000		7,142.86	0.70	100%
Background	screening	\$47	\$47	PACE employees	30.00	1.55	100%
Advertising		\$75,728	\$75,728	Placeholder for additional costs, including personnel, operating, participant, and indirect costs	75,727.63	1.00	100%
INDIRECT COST	TS TOTAL	\$61,407	\$61,407	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
federally app	proved indirect rate	\$61,407	\$61,407	13.2% of contract (plus RESEA indirect, budgeted at \$50,243)	50,241.00	Rounding (Up to \$5)	100%
DIDECT COCTO	EXCLUDED FROM MTDC	\$6,000	\$6,000	Includes the following, but not limited to:			
TOTAL	EXCLUDED FROM MIDC	30,000	**,***				
		\$6,000	\$6,000		6,000.00	1.00	100%



## CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WIOA PROGRAM YEAR 2025 BUDGET SUMMARY

A. Respondent:	Eckerd Youth Alternatives Inc.
B. Project:	WIOA
C. Program Year:	2025

D. Contract Number:	202579761	
E. Contract Period:	July 1, 2025-June 30, 2026	
F. Requested Amount:	\$	855,132

Budget Summary for Wioa

(1)	(2)	(2)		(3)		(4)		(5)		(6)	
Item of Expenditure		Total Project Cost requested from DEDO		Other Federal Funding		Federal ng	Other City and Denver Fu		Agency Total (All Funding Sources)		
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	
Personnel	\$ 517,617	21.93%	\$ -	0.00%	\$ -	0.00%	\$ 1,842,866	78.07%	\$ 2,360,483	100.00%	
Fringe	\$ 127,316	20.06%	\$ -	0.00%	\$ -	0.00%	\$ 507,353	79.94%	\$ 634,669	100.00%	
Office Expenses, Supplies, & Equipment	\$ 3,650	23.75%	\$ -	0.00%	\$ -	0.00%	\$ 11,717	76.25%	\$ 15,367	100.00%	
Communication	\$ 5,159	22.57%	\$ -	0.00%	\$ -	0.00%	\$ 17,696	77.43%	\$ 22,855	100.00%	
Insurance	\$ 9,377	17.77%	\$ -	0.00%	\$ -	0.00%	\$ 43,401	82.23%	\$ 52,778	100.00%	
Subcontractor	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	100.00%	
Other Direct Costs	\$ 1,008	0.54%	\$ -	0.00%	\$ -	0.00%	\$ 187,158	99.46%	\$ 188,166	100.00%	
Indirect Costs	\$ 37,416	8.66%	\$ -	0.00%	\$ -	0.00%	\$ 394,793	91.34%	\$ 432,209	100.00%	
Direct Costs excluded from MTDC	\$ 153,589	29.79%	\$ -	0.00%	\$ -	0.00%	\$ 362,016	70.21%	\$ 515,605	100.00%	
Supplemental CAP Projection	\$ 1,500,000								\$ 1,500,000		
Supplemental CAP Total											
TOTAL	\$ 855,132	14.94%	\$ -	0.00%	\$ -	0.00%	\$ 3,367,000	58.84%	\$ 5,722,132	100.00%	

I: Respondent Authorization		J: City and County of Denver Authorization	
Signature of Respondent Official	Date	Signature	Date
Name (Type or print)		Name (Type or print)	
Title (Type or print)		Title (Type or print)	



## CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM YEAR 2020 AMOUNT REQUESTED FROM DEDO SUMMARY

A. Respondent:	Eckerd Youth Alternatives Inc.	D. Contract Number:	202579761
B. Project:	WIOA	E. Contract Period:	July 1, 2025- June 30, 2026
C. Program Year:	2025	F. Requested Amount:	\$ 855,132

Budget Summary for Amount Requested from Denver Economic Development & Opportunity

(1)		(2)			(3)		(4)			(5)		(6)		(7)		(8)	
Item of Expenditure		TEC-	P		PACI	E	RESE	A				QUES	Г-2	Supplem	ental	Total Proje requested from	
	A	mount	%	Α	Amount	%	Amount	%	Am	ount	%	Amount	%	Amount	%	Amount	%
Personnel	\$	167,624	32.38%	\$	53,999	10.43%	\$ 295,994	57.18%	\$	-	0.00%	\$ -	0.00%	\$ -	0.00%	517,617	100.00%
Fringe	\$	38,099	29.92%	\$	15,247	11.98%	\$ 73,970	58.10%	\$	-	0.00%	\$ -	0.00%	\$ -	0.00%	127,316	100.00%
Office Expenses, Supplies, & Equipment	\$	1,294	35.45%	\$		0.00%	\$ 2,356	64.55%	\$	-	0.00%	\$ -	0.00%	\$ -	0.00%	3,650	100.00%
Communication	\$	1,830	35.47%	\$		0.00%	\$ 3,329	64.53%	\$	-	0.00%	\$ -	0.00%	\$ -	0.00%	5,159	100.00%
Insurance	\$	4,520	48.20%	\$		0.00%	\$ 4,763	50.79%	\$	-	0.00%	\$ 94	1.00%	\$ -	0.00%	9,377	100.00%
Subcontractor	\$		#DIV/0!	\$	1	#DIV/0!	\$ -	#DIV/0!	\$	-	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	-	100.00%
Other Direct Costs	\$	588	58.33%	\$	200	19.84%	\$ 220	21.83%	\$	-	0.00%	\$ -	0.00%	\$ -	0.00%	1,008	100.00%
Indirect Costs	\$	28,242	75.48%	\$	9,166	24.50%	\$ (4)	-0.01%	\$	-	0.00%	\$ 12	0.03%	\$ -	0.00%	37,416	100.00%
Direct Costs excluded from MTDC	\$	119,435	77.76%	\$	26,388	17.18%	\$ 372	0.24%	\$	-	0.00%	\$ 7,394	4.81%	\$ -	0.00%	153,589	100.00%
TOTAL	\$	361,632	42.29%	\$	105,000	12.28%	\$ 381,000	44.55%	\$	-	0.00%	\$ 7,500	0.88%	\$ -	0.00%	\$ 855,132	100.00%

I: Respondent Authorization		J: City and County of Denver Authorization	
Signature of Respondent Official Date		Signature	Date
Name (Type or print)		Name (Type or print)	
Title (Type or print)		Title (Type or print)	
Make sure DEDO Summary is included with Budget S	ımmary		



### & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WIOA PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent:	Eckerd Youth Alternatives Inc.	C: Contract Number:	202579761	
R Program:	TEC-P	D. Contract Period	July 1 2025-June 30 2026	

B. Program:		TEC-P			_	D: Contract Per	riod: July 1, 2025-June 30, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		No.	Annual	Full-time	Total Program		Brief Summary of Job Responsibilities
Position/Title	Employee(s) Name	Employee(s)	Salary (\$)	Equivalent (FTE)	Cost (\$)	DEDO Share (\$)	(If not enough room include separate sheet).
Workforce Career Coach	Jimenez, Robert	1	\$62,691	1.00	\$62,932	\$62,932	Responsible for case management and navigating participants successfully through the program.
	Jinaicz, Robert				302,732		Responsible for case management and navigating participants successfully
Workforce Career Coach	Troutman, Megan Nicole	1	\$57,970	1.00	\$58,193	\$58,193	through the program.  Responsible for executing the full operation of program services locally; 35%
Program Manager	Asquith, Leah	1	\$74,399	0.63	\$46,499	\$46,499	Jul-Dec 2025, then 90% Jan-Jun 2026
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
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					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$167,624	\$167,624	
F. Fringe Benefits and Total Personne	l Cost						
Type of Fringe Benefits, includes the					Total Cost	DEDO Share (\$)	Please Show Calculations Below:
following, but not limited to: (10) Social Security & Medicare (FICA)					(\$) \$12,823	\$12,823	= 7.65% x Line 9
(10) Social Security & Medicare (FICA) (11) Federal Unemployment Tax (FUTA)						\$999	= 0.60% x Line 9
(11) Federal Unemployment Tax (FUTA) (12) State Unemployment Insurance (SUI)					\$999 \$0	\$0	= 0.00% x Line 9
(12) State Unemployment insurance (SUI) (13) Workers Compensation					\$84	\$84	= 0.05% x Line 9
(14) Other (Please List)	Retirement				\$3,688	\$3,688	= 2.20% x Line 9
(15) Other Please List)	Health Ins & Other health benefits				\$20,505	\$20,505	= 12.23% x Line 9
(16) Total Fringe Benefits (Add Lines 10							
(17) Total Personnel Costs (Line 9 plu					\$38,099 \$205,723	\$38,099 \$205,723	
(1.7) Total I Croomici Costs (Elife 9 più	, v)				9200,120	9200,120	



### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### WIOA PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

Contract Amount:

Eckerd Youth Alternatives Inc. C: Contract Number: 202579761 TEC-P B. Program: D: Contract Period: July 1, 2025-June 30, 2026 (1) (2) (3) (4) Variable Total Program Cost
(\$) DEDO Share of Cost Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative) Variable Item of Expenditure (\$) #2 **DEDO Share** OFFICE EXPENSES, SUPPLIES, & EQUIPMENT \$1,294 \$1,294 Includes the following, but not limited to: Office Supplies \$467 allocated amongst salaried programs 38.93 12.00 100% Postage \$243 \$243 allocated amongst salaried programs 100% Computer & Software \$146 \$146 phased in replacement computer, allocated amongst salaried programs 145.99 1.00 100% Licensing Fees \$438 Adobe Pro annual license renewal, allocated amongst salaried programs 437.98 1.00 100% COMMUNICATION TOTAL \$1,830 Includes the following, but not limited to: Telephone & Internet \$701 \$701 internet service charges, allocated amongst salaried programs 100% Cell phone \$1,129 \$1,129 allocated amongst salaried programs 94.08 12.00 100% INSURANCE TOTAL \$4,520 Includes the following, but not limited to: \$4,520 Liability insurance 1.25% of contract, charged Dec and June \$4,520 2.260.20 2.00 100% SUBCONTRACTOR TOTAL \$0 Includes the following, but not limited to: \$0 \$0 OTHER DIRECT COSTS TOTAL \$588 \$588 Includes the following, but not limited to: nployee mileage reimbursement @ IRS rate, currently \$0.70/mile between Mileage Reimbursement \$500 \$500 ites, to participants and partners, events 100% Background Screening \$88 nnual employee DMV and background screening, allocated \$88 1.00 100% 87.60 Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method INDIRECT COSTS TOTAL \$28,242 \$28,242 \$28,242 Rounding \$28,242 (Up to \$5) 100% DIRECT COSTS EXCLUDED FROM MTDC \$119.435 Includes the following, but not limited to: \$119,435 opier lease payments, allocated 17.06 12.00 100% Client Tuition TA tuition educational training opportunities \$115,930 \$115,930 3997.5892 29.00 100% apportive services, work boots, books, etc. to eliminate barriers to OJT or Client Allowances 150.00 22.00 100% (5) TOTAL NON-PERSONNEL COSTS \$155,909 \$155,909

### & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WIOA PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent:	Eckerd Youth Alternatives Inc.	C: Contract Number:	202579761	
R Program:	PACE	D: Contract Period:	July 1, 2025, June 30, 2026	

B. Program:	PACE				D: Contract Per	riod: July 1, 2025-June 30, 2026		
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
Position/Title	Employee(s) Name	No. Employee(s)	Annual Salary (\$)	Full-time Equivalent (FTE)	Total Program Cost (\$)	DEDO Share (\$)	Brief Summary of Job Responsibilities (If not enough room include separate sheet).	
							Responsible for executing the full operation of program services locally; 55%	
Program Manager	Asquith, Leah	1	\$74,399	0.28	\$20,460	\$20,460	FTE Jul-Dec 2025, then shifted to TED-P 3.0  Responsible for case management and navigating participants successfully	
Lead Career Coach	McGirl, Catarina Roseanne	1	\$66,061	0.51	\$33,539	\$33,539	through the program as well as oversight and supervision of other career	
							<u> </u>	
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
						\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
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					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
					\$0	\$0		
(9) Totals					\$53,999	\$53,999		
F. Fringe Benefits and Total Personne	el Cost							
Type of Fringe Benefits, includes the following, but not limited to:					Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:	
(10) Social Security & Medicare (FICA)					\$4,131	\$4,131	= 7.65% x Line 9	
(11) Federal Unemployment Tax (FUTA)					\$322	\$322	= 0.60% x Line 9	
(12) State Unemployment Insurance (SUI)				\$0	\$0	= 0.00% x Line 9		
(13) Workers Compensation					\$27	\$27	= 0.05% x Line 9	
(14) Other (Please List)	Retirement				\$1,188	\$1,188	= 2.20% x Line 9	
(15) Other Please List)	Health Ins & Other health benefits				\$9,579	\$9,579	= 17.74% x Line 9	
(16) Total Fringe Benefits (Add Lines 10					\$15,247	\$15,247		
(17) Total Personnel Costs (Line 9 plu					\$69,246	\$69,246		



### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### WIOA PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

T Contract Amount:

Eckerd Youth Alternatives Inc. A. Respondent: C: Contract Number: 202579761 B. Program: PACE D: Contract Period: July 1, 2025-June 30, 2026 (3) (4) (2) Brief Line Item Description & Justification
(Please show justification for Total Cost in the Budget Narrative) Variable Total Program Cost (\$) DEDO Share of Cost Variable Item of Expenditure #2 **DEDO Share** OFFICE EXPENSES, SUPPLIES, & EQUIPMENT \$0 \$0 Includes the following, but not limited to: License Fees \$0 \$0 shifted to General Funds 100% COMMUNICATION TOTAL \$0 \$0 Includes the following, but not limited to: \$0 shifted to General Funds Cell phone \$0 INSURANCE TOTAL \$0 \$0 Includes the following, but not limited to: General Liability Insurance \$0 \$0 SUBCONTRACTOR TOTAL \$0 \$0 Includes the following, but not limited to: \$0 \$0 100% OTHER DIRECT COSTS TOTAL \$200 \$200 Includes the following, but not limited to: Background Screening \$0 \$0 shifted to General Funds 100% mployee mileage reimbursement @ IRS rate, currently \$0.70/mile between Mileage reimbursement \$200 \$200 tes, to participants and partners, events 285.71 0.70 100% Represents the common costs associated with the efforts of operations and is INDIRECT COSTS TOTAL \$9,166 \$9,166 estimated using the Modified Total Direct Method federally approved indirect rate Roundina \$9,166 \$9,166 (1.00) (Up to \$5) DIRECT COSTS EXCLUDED FROM MTDC \$26,388 \$26,388 Includes the following, but not limited to: upportive services, work boots, books, etc. to eliminate barriers to OJT or Client Allowances \$26,388 \$26,388 198.40833 133.00 100% (5) TOTAL NON-PERSONNEL COSTS \$35,754 \$35,754



# ECONOMIC DEVELOPMENT & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WIOA PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent:	Eckerd Youth Alternatives Inc.	C: Contract Number:	202579761
B. Program:	RESEA	D: Contract Period:	July 1, 2025-June 30, 2026

B. Program:		RESEA				D: Contract Per	iod: July 1, 2025-June 30, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Position/Title	Employee(s) Name	No. Employee(s)	Annual Salary (\$)	Full-time Equivalent (FTE)	Total Program Cost (\$)	DEDO Share (\$)	Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Program Manager	Asquith, Leah	1	\$74,399	0.10	\$7,440	\$7,440	
Workforce Career Coach	Watson, Sybil	1	\$64,563	1.00	\$64,812	\$64,812	
Workforce Career Coach	Kryzer, Rupa Ryan	1	\$57,970	0.51	\$29,431	\$29,431	100% Jul-Dec 2025, then shifted to Good Jobs or other add'l funding
Workforce Career Coach	Gutierrez, Thais	1	\$57,970	1.00	\$58,193	\$58,193	
Workforce Career Coach	Bjerken, Benjamin Chouinard	1	\$57,970	0.83	\$47,825	\$47,825	100% Jul-25 to late Apr-26, then shifted to Good Jobs or other add'l funding
Workforce Career Coach	Casias, Cameron Jerome	1	\$57,970	0.51	\$29,431	\$29,431	100% Jul-Dec 2025, then shifted to Good Jobs or other add'l funding
Workforce Career Coach	Nguyen, Tien Thi Thuy	1	\$57,970	0.51	\$29,431	\$29,431	100% Jul-Dec 2025, then shifted to Good Jobs or other add'l funding
Workforce Career Coach	Mulcahy, Sean Kathleen	1	\$57,970	0.51	\$29,431	\$29,431	100% Jul-Dec 2025, then shifted to Good Jobs or other add'l funding
	77				\$0	\$0	<u>g</u>
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$295,994	\$295,994	
F. Fringe Benefits and Total Personne	l Cost						
Type of Fringe Benefits, includes the following, but not limited to:					Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) Social Security & Medicare (FICA)					\$22,644	\$22,644	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	<u> </u>				\$1,764	\$1,764	= 0.60% x Line 9
					\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI) (13) Workers Compensation				\$148	\$148	= 0.05% x Line 9	
(14) Other (Please List)	Retirement				\$6,512	\$6,512	= 2.20% x Line 9
(15) Other Please List)	Health Ins & Other health benefits				\$42,902	\$42,902	= 14.49% x Line 9
(16) Total Fringe Benefits (Add Lines 10					\$73,970	\$73,970	The state of the s
(17) Total Personnel Costs (Line 9 plu					\$369,964	\$369,964	
(17) Total Tersonnel Costs (Enile 9 più	s Lanc 10)				9507,704	9309,904	

Eckerd Youth Alternatives Inc.

A. Respondent:

### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

### WIOA PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

202579761 \_\_\_ C: Contract Number: \_\_\_

Contract Amount: Indirect Rate:

B. Program: RESEA			D: Contract Period:	July 1, 2025-June 30, 2026			
(1) Item of Expenditure OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL		(2) Total Program Cost	(3) DEDO Share of Cost	(4) Brief Line Item Description & Justification	Variable #1	Variable #2	DEDO Share
		(\$)	(\$)	(Please show justification for Total Cost in the Budget Narrative)			
		\$2,356	\$2,356	Includes the following, but not limited to:			
Office supp	lies	\$850	\$850	allocated amongst salaried programs	70.83	12.00	100%
Postage	tage \$443 \$443 allocated amongst salaried programs			allocated amongst salaried programs	36.89	12.00	100%
Computer &	& Software	\$266 \$266 allocated amongst salaried programs, phase in replacement computer			265.61	1.00	100%
License fee	s	\$797	\$797	allocated amongst salaried programs, Adobe Pro license renewal	796.82	1.00	100%
COMMUNICAT	ION TOTAL	\$3,329	\$3,329	Includes the following, but not limited to:			
Telephone	& Internet	\$1,275	\$1,275	allocated amongst salaried programs	106.24	12.00	100%
Cell phone	hone \$2,054 \$2,054 allocated amongst salaried programs				171.17	12.00	100%
NSURANCE TO	OTAL	\$4,763	\$4,763	Includes the following, but not limited to:			
Liability In	surance	\$4,763	\$4,763	1.25% of contract, charged in Dec and Jun	2,381.25	2.00	100%
SUBCONTRACTOR TOTAL		\$0	\$0	Includes the following, but not limited to:			
		\$0	\$0				100%
OTHER DIRECT	COSTS TOTAL	\$220	\$220	Includes the following, but not limited to:			
Mileage rei	imbursement \$61 \$61 will increase upon additional funding in mod 1		86.53	0.70	100%		
Background	1 screening	\$159	\$159	allocated amongst salaried programs	159.36	1.00	100%
NDIRECT COS	TS TOTAL	(\$4)	(\$4)	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
federally ap	proved indirect rate	(\$4)	(\$4)	shifted to Gen Funds, -\$4 rounding	(50,247.00)	Rounding (Up to \$5)	100%
DIRECT COSTS FOTAL	EXCLUDED FROM MTDC	\$372	\$372	Includes the following, but not limited to:			
Equipment	rent	\$372	\$372	allocated amongst salaried programs	31.03	12.00	100%
(5) TOTAL NO	N-PERSONNEL COSTS	\$11,036	\$11,036				

Docusign Envelope ID: CA164048-94EE-4F81-B01A-C1345F19E14B



### & OPPORTUNITY CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY WIOA PROGRAM YEAR 2025 PERSONNEL & FRINGE BUDGET

A. Respondent:	Eckerd Youth Alternatives Inc.	C: Contract Number:	202579761		
B. Program:	OUEST-2	D: Contract Period:	July 1, 2025-June 30, 2026		

B. Program:		QUEST-2			_	D: Contract Per	riod: July 1, 2025-June 30, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		No.	Annual	Full-time	Total Program		D-i-f C
Position/Title	Employee(s) Name	Employee(s)	Salary (\$)	Equivalent (FTE)	Cost (\$)	DEDO Share (\$)	(If not enough room include separate sheet).
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0 \$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$0 \$0	\$0 \$0	
F. Fringe Benefits and Total Personnel	Cost		-	-			
Type of Fringe Benefits, includes the			Total Cost	DEDO Share	Please Show Calculations Below:		
following, but not limited to:					(S)	(S)	
(10) Social Security & Medicare (FICA)					\$0	\$0	= 0.00% x Line 9
(11) Federal Unemployment Tax (FUTA)					\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)					\$0	\$0	= 0.00% x Line 9
(13) Workers Compensation					\$0	\$0	= 0.00% x Line 9
(14) Other (Please List)					\$0	\$0	= 0.00% x Line 9
(15) Other Please List)					\$0	\$0	= 0.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)					\$0	\$0	

Type of Fringe Benefits, includes the	Total Cost	DEDO Share	Please Show Calculations Below:		
following, but not limited to:	(S)	(S)			
(10) Social Security & Medicare (FICA)	\$0	\$0	= 0.00% x Line 9		
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9		
(12) State Unemployment Insurance (SUI)	\$0	\$0	= 0.00% x Line 9		
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9		
(14) Other (Please List)	\$0	\$0	= 0.00% x Line 9		
(15) Other Please List)	\$0	\$0	= 0.00% x Line 9		
(16) Total Fringe Benefits (Add Lines 10-15)	\$0	\$0			
(17) Total Personnel Costs (Line 9 plus Line 16)	\$0	\$0			



### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY

#### WIOA PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

NON-PERSONNEL BUDGET

Contract Amount:
Indirect Rate:

A. Respondent:

Eckerd Youth Alternatives Inc.

C: Contract Number:
202579761

QUEST-2 B. Program: D: Contract Period: July 1, 2025-June 30, 2026 (1) (3) (4) (2) Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative) Total Program Cost
(\$) Variable Variable DEDO Share of Cost Item of Expenditure #2 **DEDO Share** OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL \$0 Includes the following, but not limited to: \$0 \$0 \$0 100% COMMUNICATION TOTAL \$0 \$0 Includes the following, but not limited to: \$0 \$0 INSURANCE TOTAL \$94 \$94 Includes the following, but not limited to: Liability insurance \$94 \$94 SUBCONTRACTOR TOTAL \$0 Includes the following, but not limited to: \$0 \$0 \$0 100% OTHER DIRECT COSTS TOTAL \$0 \$0 Includes the following, but not limited to: \$0 \$0 100% Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method INDIRECT COSTS TOTAL \$12 \$12 \$12 (Up to \$5) 100% DIRECT COSTS EXCLUDED FROM MTDC TOTAL \$7,394 \$7,394 Includes the following, but not limited to: Client Tuition \$7,394 \$7,394 528.13393 14.00 100% (5) TOTAL NON-PERSONNEL COSTS \$7,500 \$7,500

### **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 gran 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 Denver Economic Development & Opportunity(DEDO) - 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 DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor should submit expenses to DEDO 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 DEDO policies. Vouchers need to 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 DEDO "Expense Certification Form" must 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.

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- 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 DEDO.

# 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 \$149,999. 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 \$150,000 for services and 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 DEDO.
- 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 which was not anticipated at the time of the award may be added to the award and must be used for the purposes and under the conditions of the award. The cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the award when these costs have not been charged to the program. 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 DEDO, 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 DEDO.

### 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.

7.2.1 Capital Purchases: As stewards of federal monies, DEDO must ensure that all purchases that are reimbursed with grant monies will fulfill the goals of the grant-funded program as stated in the Scope of Work. Significant purchases of capital (i.e., equipment) made in the last quarter of the contract will receive extra scrutiny to ensure that certain purchases will be used for grant-funded program needs. If it is found that capital purchases will not provide significant increased benefits to the grant-funded program, DEDO reserves the right to consider such costs as disallowed and reject requested reimbursement.

## **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 DEDO 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 DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

### 11.1 Bonding

11.1.1 DEDO may require adequate fidelity bond coverage, in accordance with §2 C.F.R. 200.304(b), 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 DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by DEDO in writing.
- 13.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 13.1.3 DEDO 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, DEDO 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.** <u>Federal Governments Requirements</u>. 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.

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- 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 Denver Economic Development & Opportunity's Director of Workforce Development, (the Director).
- C. Disbursements shall be processed through the City and County of Denver Controller's Office by the DEDO Financial Management Unit.
  - D. The Contractors shall maintain separate accountability for DEDO 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 DEDO 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 DEDO their written agency personnel (including complaint and grievance procedures) and Equal Employment Opportunity (EEO) policies as required in DEDO'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 DEDO 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 DEDO with any written revisions to the personnel policy during the term of this Agreement.

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

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- A. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at DEDO 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 DEDO 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 DEDO 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 for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller 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. <u>DEDO Equipment</u>.

- A. Contractors will be held accountable for all City property in their possession until relieved of that responsibility in accordance with terms established by DEDO'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 DEDO;
  - 2. Maintaining appropriate maintenance contracts for equipment;
  - 3. Maintaining reasonable safeguards against theft; and
- 4. Contractors shall reimburse DEDO for the value of missing property in accordance with the DEDO Policy Series.
- B. DEDO will conduct an annual property inventory which will involve a comparison and reconciliation of the latest DEDO 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 DEDO funded activity shall first notify the appropriate DEDO 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, Denver Economic Development & Opportunity" 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.

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- 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 CDLE PGL# VET-2023-05 (and any subsequent revisions). <a href="https://drive.google.com/drive/folders/1AMhqS\_KCcpLX-E1UumHWZpdmIa0cLVJO">https://drive.google.com/drive/folders/1AMhqS\_KCcpLX-E1UumHWZpdmIa0cLVJO</a>
- 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; exoffenders; 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 employment.https://www.govinfo.gov/content/pkg/PLAWhave barriers to determines to 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:

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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 DEDO 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 libel 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 underpayments, 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

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Exhibit D Page 5 of 13 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. <u>Accounting System.</u> 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. <u>Designation of Depository.</u> 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

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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.** <u>Singular and Plural</u>. 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 contacts 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.

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- 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.

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- 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.** <u>Use of Property</u>. 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.

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- 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
  - 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

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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 REOUIRED 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).

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- Copeland "Anti-Kickback" Act If this agreement involves construction or repair SEC. 702. 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.
- **Energy Policy and Conservation Act** The Contractor shall comply with all applicable SEC. 705. 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**

- 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.
- 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.

- 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:

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- 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.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2025

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).

00//504050	OFFICIAL NUMBER 704070000	DEVIOLON NUM	
		INSURER F: National Union Fire Ins Co of Pittsburg	19445
		INSURER E: Lloyds of London	55555
Clearwater FL 33765-3224		INSURER D: Commerce & Industry Insurance Comp	pany 19410
Eckerd Youth Alternatives, Inc 100 N Starcrest Drive		INSURER c : QBE Specialty Insurance Company	11515
INSURED	ECKERYOUTH	ınsurer в : Star Insurance Company	18023
		INSURER A: Mercer Insurance Company	14478
		INSURER(S) AFFORDING COVERAGE	NAIC#
Clearwater FL 33765		E-MAIL ADDRESS: elise.beaudoin@marshmma.com	
Marsh & McLennan (CLW) 101 N Starcrest Dr		PHONE (A/C, No, Ext): 727-523-8665	FAX (A/C, No): 727-449-1267
PRODUCER		CONTACT NAME: Elise Beaudoin	
		CONTACT	

COVERAGES **CERTIFICATE NUMBER:** 734276608 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,

E	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)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY  X CLAIMS, MADE OCCUR	Υ	Υ	PRO00116124	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED	\$ 2,000,000
		CLAIMS-MADE OCCUR						PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 300,000 \$ 5,000
								PERSONAL & ADV INJURY	\$ 2,000,000
		N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						Retroactive Date	\$ 7/15/2022
В	AU.	TOMOBILE LIABILITY	Υ	Υ	CSA096870605	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
	Х	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
С	Х	UMBRELLA LIAB X OCCUR	Υ		140001848	7/22/2024	7/1/2025	EACH OCCURRENCE	\$ 2,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 2,000,000
		DED X RETENTION \$ 0							\$
D	AND EMPLOYERS' LIABILITY  ANYPROPRIETOR/PARTNER/EXECUTIVE  Y / N				WC013711846	4/1/2025	4/1/2026	X PER OTH-	
Ι΄.			N/A		WC067961228	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	\$ 2,000,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
A A E	Abu	fessional Liability se/Molestation er Liability			PRO00116124 PRO00116124 W2395A230601	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	\$2,000,000 \$2,000,000 \$5,000,000	\$4,000,000 \$3,000,000 \$5,000,000
1									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NAMED INSURED SCHEDULE: Eckerd Youth Alternatives, Inc. d/b/a Eckerd Connects; Paxen Learning Services, LLC; Odle Management Group, LLC

Policy #: WC067961228 - All Other States (excluding CA, monopolistic states) Policy #: WC013711846 - California Only

Certificate holder, its elected and appointed officials, employees, and volunteers are additional insured as respects General, Automobile and Excess Liability. Waiver of subrogation applies in favor of certificate holder as respects to General and Automobile Liability.

CERTIFICATE HOLDER	CANCELLATION

City and County of Denver Denver Economic Development and Opportunity 101 W. Colfax Ave. Suite 850 Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

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### **EXHIBIT F**

### **HIPAA/HITECH (Business Associate Terms)**

### 1. GENERAL PROVISIONS AND RECITALS

- 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.
- 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 the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- CITY wishes to disclose to CONTRACTOR certain information, some of which may 1.03 constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 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.
- The parties understand and acknowledge that HIPAA, the HITECH Act, and the 1.05 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.

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

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- 2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms 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:

- 1. 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.
- 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.
- 3. 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 "<u>CITY</u>" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

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- 2.06 "<u>Data Aggregation</u>" 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 "<u>Disclosure</u>" 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 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.15 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.16 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.17 "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.
- 2.18 "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.
- 2.19 "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.

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- 2.21 "<u>Technical safeguards</u>" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "<u>Unsecured PHI" or "PHI that is unsecured</u>" 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 "<u>Use</u>" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

# 3. <u>OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.</u>

- 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 CFR 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 promptly 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 of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 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.

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- 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 information in a time and manner to be determined by CITY 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 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, §164.314 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 promptly report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

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### 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 been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.
- 5.02 CONTRACTOR shall provide the notification of the Breach promptly to the CITY DEH 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

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- 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, if 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 CFR §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 CFR 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.

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- 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.

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- 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.

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### **EXHIBIT G**

# Use of City Facilities Terms and Conditions

- 1. Description of Licensed Premises/Space Maps.
  - 1.1. Licensed Premises
    - 1.1.1. 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 DWS 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 Building 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.
  - 2.2. Contractor agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the City with respect to the City Building. Contractor agrees to not claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the City Building. This provision is made in furtherance of the requirements of I.R.S. Revenue Procedure 2017-13.
- 3. Use of Licensed Premises; CommonAreas.
  - 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 DWS 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 Building, on a non-exclusive basis for the general use of Contractor's employees.
  - 3.3. Contractor, its officers, agents, and employees, shall:

- 3.3.1. Use the Licensed Premises in a neat, orderly, careful, safe and proper manner;
- 3.3.2. Comply with all applicable laws and ordinances of any duly constituted
- 3.3.3. 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;
- 3.3.4. Comply with all rules, regulations, policies, and directives of the City concerning the use or security of the Licensed Premises or the City Building;
- 3.3.5. 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 displayof 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:
  - 3.4.1. 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;
  - 3.4.2. Commit or suffer to be committed any waste or damage upon the Licensed Premises;
  - 3.4.3. 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 Building;
  - 3.4.4. Do or permit to be done anything which may interfere with free access and passage in the City Building or the public areas adjacent thereto, nor hinder police, firefighting or other emergency personnel in the discharge of their duties;
  - 3.4.5. 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;

- 3.4.6. Overload any floor, wall or ceiling in the Licensed Premises;
- 3.4.7. 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
- 3.4.8. 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 building 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;
- 3.4.9. Permit undue loitering on or about the Licensed Premises;
- 3.4.10. Use the Licensed Premises, or any part thereof, for lodging or sleeping purposes; or
- 3.4.11. 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 tothird 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 CityBuilding.

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 Building, 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 DWS 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 DWS 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.
- 10.3. 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 DWS 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 DWS 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 DWS 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 DWS 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 DWS 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

- 12.1. 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.
- 12.2. 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 Premise 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

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 Building without prior written approval of the DWS Director. Prior to the placing of any such signs, painting, advertising matter or displays, Contractor shall submit to the DWS 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

- 16.1. 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 asbestoscontaining 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 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).
- 16.2. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal and state environmental permit requirements.

16.3. 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; (iv) or any act of negligence of any person whomsoever in or about the City Building 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 Building.

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.

Eckerd Youth Alternatives, Inc. /WIOA/SP OEDEV: 202579761-00 07/01/2025-06/30/2026



CREDENTIALING					
Effective Date:	Chapter:	Policy #:			
11/17/2022	B. Staff Issues	B1.03			
Supersedes:	Programs Applicable To:	Policy Owner:			
02/12/2020	All	Human Resources			
Review Dates:					
Chief Financial Officer, Tony Van Slyke					

Chief Executive Officer: David Dennis

Chief Financial Officer: Tony Van Slyke

Companies Applicable To:

**Eckerd Connects and all affiliated organizations** 

### **OVERVIEW**

Eckerd Connects (the Organization) and all affiliated Organizations will employ only those persons who meet required contractual and licensing standards and state regulations. To this end, the Organization will endeavor to meet or exceed the background check requirements set forth by federal, state, local and contracting agency standards as well as standards set forth by licensing and accreditation bodies.

### **DEFINITIONS**

<u>Applicant</u> – For the purposes of this policy only, Applicant refers to a person who has either applied for employment with the Organization or any Consultant, Independent Contractor, Intern or Volunteer applying to provide services.

<u>Hiring Manager</u> – Employee responsible for hiring Staff. Typically the Hiring Manager will be the new Staff's supervisor.

<u>Non-Employee Staff</u> – refers to consultants, independent contractors, interns, temporary agency staff and volunteers.

<u>Provisional Clearance</u> – Clearance for an applicant or transferring employee to start before all required clearances are obtained.

Staff – for the purposes of this policy only, Staff refers to employees and Non-Employee Staff.

<u>Transferring Staff</u> – refers to an Organizational Staff member who is voluntarily or involuntarily transferred to a new job title, program or location.

### **NEW STAFF**

- A. The Organization will obtain background screenings on all applicants as discussed in this policy. This background screening may consist of any, or all the following:
  - Fingerprint checks through state agency and/or FBI conducted pre-hire when required;

- National Criminal Database check conducted pre-hire;
- National Sex Offender Registry conducted pre-hire;
- Local Law Enforcement Check conducted pre-hire;
- Court Record Search conducted pre-hire;
- Motor Vehicle Record conducted pre-hire if applicable;
- Personal and employment references conducted pre-hire when required;
- Education Verification conducted pre-hire when required;
- Verification of all licensure and certificates, when applicable, completed pre-hire;
- Employment eligibility verification through E-Verify done within the first three days of hire for employees only;
- Drug screen conducted before hire or providing services;
- Medical screening including physical and Tuberculosis testing when required by contract or licensure; and
- Any other state or contract required background clearances conducted pre-hire when required.
- B. These checks may be done using a consumer reporting agency of the Organization's choosing and at Organization's expense. This process will comply with the federal Fair Credit Reporting Act as outlined in the FCRA Compliance Policy (policy B1.07).
- C. All staff will complete and submit the required clearance forms prior to starting with the Organization and no later than the first day of work/service where permissible by contract/licensure.
- D. Negative or derogatory information returned on background checks, which do not automatically disqualify the staff member, will be reviewed by the credentialing personnel and submitted to Human Resources Department leadership to determine eligibility of employment or providing services. The Hiring Manager may also review the background checks when appropriate to determine suitability for the position. This review(s) will take place before an applicant is eligible to start with the Organization.
  - The review of any negative or derogatory information returned on any criminal check will take into
    consideration the following items. Other items may also be taken into consideration depending on the
    nature of the information contained in the criminal check including, but not limited to:
    - Level of offense(s);
    - Number of offenses for which there was a conviction;
    - Disposition;
    - Time that has elapsed since offense;
    - If offense is related to the position applying;
    - If offense was related to youth;
    - Work history since offense; and
    - Rehabilitation efforts.
- E. New staff will not be hired or start providing services until final approval is given by the Human Resources Department. Final approval will only be given after a review of the screening has been completed and it is determined that the applicant is eligible to provide services for the Organization and meets all requirements set forth by licensure, contract and state regulations.
- F. If any of the checks conducted are not required and not completed before hire or starting services (in accordance with contractual regulations), the Human Resources Department will review the results of these checks as they come in. If any results indicate the staff member is not eligible to work or provide services for Organization, the staff member will be separated immediately from the Organization.

### **EXISTING STAFF**

- A. The Organization will conduct certain checks on an on-going basis for existing staff. This includes, but is not limited to, the following:
  - 1. Motor Vehicle Record checks on an annual basis.
  - 2. Monthly driver's license check on all staff at Florida DJJ programs.
  - 3. Background clearances as required by contract, licensure and state regulations. This will include, at minimum, a National Criminal Database check, National Sex Offender Registry and Court Record Search every five years.

Any adverse results that are returned on these checks not present on previous checks which do not automatically disqualify the staff member from employment/service will be reviewed by credentialing personnel and submitted for final approval to Human Resources Leadership to determine suitability for ongoing employment or services with the Organization.

- B. Staff have a responsibility to provide updated copies of the following items anytime they are renewed; however, the Human Resources Department will also monitor the following items to ensure up-to-date documentation has been received. When the item has expired, or is within one (1) month of expiring, the Organization will request an updated copy which will be placed in the personnel file.
  - Drivers License;
  - Auto Insurance; and
  - Licensure and/or Certifications.
- C. Staff Responsibility to Report Arrests, Citations, Convictions

Staff that are arrested, cited, convicted and/or incarcerated are required to advise their supervisor of any alleged criminal/civil offense within one (1) business day of the arrest, citation, conviction, or incarceration. Staff are also required to notify their supervisor within one (1) business day anytime they become aware they are the subject of a state agency investigation (DCF, DHS, DJJ, etc.). Upon notification or awareness of the criminal offense or agency investigation, the supervisor will notify the Human Resources Department and review facts/information in respect to continued service.

- Failure to advise of the arrest, citation, conviction or incarceration will result in discipline, up to and including termination from employment for employees and separation from the Organization for nonemployee staff.
- 2. Where the nature of the alleged offense is, at the discretion of the Organization, either serious or contrary to the basic mission and intent of the organization:
  - a) An employee may be immediately placed on administrative leave without pay, while the Human Resources Department reviews the offense and determines the appropriate action.
  - b) Non-employee staff's services will be suspended while Human Resources review the offense and determine the appropriate action.

### TRANSFERRING STAFF

The Human Resources Department will screen Transferring Staff to ensure compliance with background requirements of the new position.

- A. It is the responsibility of the facility that is receiving the transferred staff (which includes employees "lent" from one facility to another) to contact Human Resources to ensure that needed paperwork and checks are processed prior to the date of transfer.
- B. Transferring staff must complete the credentialing process indicated for the receiving facility or position before beginning to work in that state.
- C. Staff may not begin at the new facility or in the new position until final approval is given by the Human Resources Department.

### PROVISIONAL CLEARANCES

At times, and as business needs necessitate, Provisional Clearances may be requested by Hiring Managers for new hires and transferring employees. Requests and approvals for Provisional Clearances are not common and should be done only when extenuating circumstances are present.

- A. The Hiring Manager's supervisor and the Human Resources Department will review any requests for Provisional Clearances and determine if they are allowed by licensure and contractual requirements.
- B. If the Human Resources Department approves a Provisional Clearance, the new or transferring employee must not have any client contact until such time as a full clearance is received from the Human Resources Department.
  - The Hiring Manager is responsible for having the new employee sign the provisional clearance letter
    provided by Credentialing personnel and returning signed letter to the Human Resources Department on
    the employee's first day.
  - 2. It is the Hiring Manager's responsibility to monitor the employee to ensure there is no client contact until the full clearance is received from the Human Resources Department.

# **ANNUAL REVIEW**

The Human Resources Department is responsible for reviewing personnel files on all staff on an annual basis for completeness and up-to-date documentation. Independent contractors will be re-credentialed before their contracts are renewed annually.

# **A**TTACHMENTS/FORMS

None.

### **REFERENCES**

Volunteers and Interns (policy A1.06) FCRA Compliance (policy B1.07)

### **ACCOUNTABILITY**

The Human Resources Department has responsibility for disseminating relevant information related to this policy and for ensuring compliance. The Human Resources Department is also responsible for review and revision of this Policy. Review and revision of any associated procedures will be conducted by the Human Resources Department in conjunction with the Operations staff at the relevant facility.

# **B1\_03** Credentialing

Final Audit Report 2022-11-17

Created: 2022-11-17

By: Luisa Whipple (LWhipple@eckerd.org)

Status: Signed

Transaction ID: CBJCHBCAABAAWQWS\_OeunSboOF\_Mw2ycHC6LW3\_5SEeL

## "B1\_03 Credentialing" History

Document created by Luisa Whipple (LWhipple@eckerd.org) 2022-11-17 - 1:40:14 PM GMT- IP address: 96.58.132.195

Document emailed to Tony Van Slyke (tvanslyke@eckerd.org) for signature 2022-11-17 - 1:40:40 PM GMT

Email viewed by Tony Van Slyke (tvanslyke@eckerd.org)

Document e-signed by Tony Van Slyke (tvanslyke@eckerd.org)

Signature Date: 2022-11-17 - 2:05:31 PM GMT - Time Source: server- IP address: 66.25.245.0

Document emailed to Laura Hunt (lhunt@eckerd.org) for signature 2022-11-17 - 2:05:32 PM GMT

Email viewed by Laura Hunt (lhunt@eckerd.org) 2022-11-17 - 3:02:31 PM GMT- IP address: 104.47.70.126

Document e-signed by Laura Hunt (Ihunt@eckerd.org)

Signature Date: 2022-11-17 - 3:02:52 PM GMT - Time Source: server- IP address: 96.59.239.206

Agreement completed.
 2022-11-17 - 3:02:52 PM GMT

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

Vendor: 0000089490

Reg ID: 0000052363

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

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

Tax Exe	mpt? Y					
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
	Reg ID: 0000052363					
2 - 1	INSTALLATION STAFF AREA CASTRO FURNITURE	1.00	JOB	\$19,982.86	\$19,982.86	05/05/2016
	Req ID: 0000052363					
3 - 1	STAFF AREA-DESIGN AND PROJECT MANAGEMENT	15.00	HR	\$65.00	\$975.00	05/05/2016

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 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



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

C-2017 - 134 - 13 - 13 - 12

VZFF-5048-N

3HNNR

CLIENT: PROPOSAL: 10

PROJECT:

30

22670 100056 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

90.44

MOOET-0000002424 SUSAN BROWN NET 10 DAYS

2,713.20

# QTY PRODUCT DESCRIPTION SELL EXTENDED

#### THE FOLLOWING PROPOSAL IS FOR:

THE CITY & COUNTY OF DENVER

OED @ CASTRO BLDG - 1ST FLOOR STAFF WORKSTATIONS

#### PRICED WITH HAWORTH/CITY CONTRACT #68125 AA

COMPOSE, FRM, 50HX48W, BS

3CIR,BS CVHL/NO BSTRM,NO BLT

		Jimak	PWR,STD		
2	18	SPLG-2312	Tag(s): 4858C3 (50/08) COMPOSE,GLASS STACK 8IN.H X 72IN.W	256.63	4,619.34
3	30	VZTI-4048-F NN	Tag(s): 4858C3 (50/08) COMPOSE,SINGLE TILE,40IN.HX48IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	48.59	1,457.70
4	30	VZTI-4848-F NC	Tag(s): 4858C3 (50/08) COMPOSE,SINGLE TILE,48IN.HX48IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	51.39	1,541.70
5	2	VZFF-5036-N 3NHNR	Tag(s): 4858C3 (50/08) COMPOSE, FRM,50HX36W,BS 3CIR.NOBS/BS CVHL.NO BLT	82.96	165.92

CONTINUED...

PWR,STD

PAGE

Exhibit I Page 2 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

#### SOLD TO:

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

CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

INSTALLED AT:

CLIENT: PROPOSAL:

PROJECT:

22670 100056 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002424 SUSAN BROWN NET 10 DAYS

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# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
6 1	SPLH-7700	Tag(s): 3658F3 (50/08) CMP,VT,GLS,STK,8X96,W/CLR TMPRD GLS	244.59	244.59	
7 2	VZTI-4036-F NN	Tag(s): 3658F3 (50/08) COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	42.37	84.74	
8 2	VZTI-4836-F NC	Tag(s): 3658F3 (50/08) COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.76	89.52	
9 4	VZFF-5036-N 3HNNR	Tag(s): 3658F3 (50/08) COMPOSE, FRM,50HX36W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	82.96	331.84	
10 2	SPLH-7700	Tag(s): 3658C3 (50/08) CMP,VT,GLS,STK,8X96,W/CLR TMPRD GLS	244.59	489.18	
11 4	VZTI-4036-F NN	Tag(s): 3658C3 (50/08) COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	42.37	169.48	
12 4	VZTI-4836-F NC	Tag(s): 3658C3 (50/08) COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.76	179.04	
		m Avadassinaman			

Tag(s): 3658C3 (50/08)



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO:	INSTALLED AT:			

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

	PR	IENT: OPOSAL: OJECT:	22670 100056 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002424 SUSAN BROWN NET 10 DAYS
# 5	TY	PRODUC	CT	DESCRIPTION	SELL	EXTENDED
13	24	VZFF-503 3HHNR	The second secon	COMPOSE, FRM,50HX36W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	86.02	2,064.48
14	6	SPLH-770	00	Tag(s): 3658A3 (50/08) CMP,VT,GLS,STK,8X96,W/CLR TMPRD GLS	244.59	1,467.54
15	48	VZTI-403 NN	96-F	Tag(s): 3658A3 (50/08) COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	42.37	2,033.76
16	6	VZFF-503 3HHNR	36-N	Tag(s): 3658A3 (50/08) COMPOSE, FRM,50HX36W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	86.02	516.12
17	12	VZTI-403 NN	96-F	Tag(s): 3650B3 COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	42.37	508.44
18	L	VZFF-502 3NHNR	24-N	Tag(s): 3650B3 COMPOSE, FRM,50HX24W,BS 3CIR,NOBS/BS CVHL,NO BLT PWR,STD	75.49	75.49
19	Ĺ	VZTI-402 NN	4-F	Tag(s): 2458F3 (50/08) SINGLE TILE,40IN.HX24IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,ST CORE,NO TECH	36.16 ID	36.16
20	Î.	VZTI-482 NN	4-F	Tag(s): 2458F3 (50/08) COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK	38.11	38.11

CONTINUED...

PAGE 3 Exhibit I Page 4 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

 CLIENT:
 22670
 CUSTOMER P/O:
 MOOET-0000002424

 PROPOSAL:
 100056
 SALESPERSON:
 SUSAN BROWN

 PROJECT:
 18-75
 TERMS:
 NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
		ABLE,STD CORE,NO TECH			
21 32	VZFF-5024-N 3HNNR	Tag(s): 2458F3 (50/08) COMPOSE, FRM,50HX24W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	75.49	2,415.68	
22 12	SPLG-2312	Tag(s): 2458C3 (50/08) COMPOSE,GLASS STACK 8IN.H X 72IN.W	256.63	3,079.56	
23 32	VZTI-4024-F NN	Tag(s): 2458C3 (50/08) SINGLE TILE,40IN.HX24IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	36.16	1,157.12	
24 32	VZTI-4824-F NN	Tag(s): 2458C3 (50/08) COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	38.11	1,219.52	
25 12	VZFF-5024-N 3HHNR	Tag(s): 2458C3 (50/08) COMPOSE, FRM,50HX24W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	78.32	939.84	
26 6	SPLH-7700	Tag(s): 2458A3 (50/08) CMP,VT,GLS,STK,8X96,W/CLR TMPRD GLS	244.59	1,467.54	
27 24	VZTI-4024-F NN	Tag(s): 2458A3 (50/08) SINGLE TILE,40IN.HX24IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	36.16	867.84	
		A CONTRACTOR			

CONTINUED...

PAGE

Exhibit I Page 5 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

CLIENT:	22670
PROPOSAL:	100056
PROJECT:	18-75

CUSTOMER P/O: MOOET-0000002424 SALESPERSON: SUSAN BROWN TERMS: NET 10 DAYS

<u>#</u> C	<u>YTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
28	9	VZFF-5024-N 3HHNR	Tag(s): 2458A3 (50/08) COMPOSE, FRM,50HX24W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	78.32	704.88	
29	18	VZTI-4024-F NN	Tag(s): 2450B3 SINGLE TILE,40IN.HX24IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	36.16	650.88	
30	6	VZCC-0024-A	Tag(s): 2450B3 COMPOSE,TOP TRIM 24IN.W	15.62	93.72	
31	30	VZCC-0072-A	COMPOSE, TOP TRIM 72IN.W	35.91	1,077.30	
32	18	VZCC-0096-A	COMPOSE, TOP TRIM 96IN.W	44.52	801.36	
33	7	VZCE-5000-A	COMPOSE,PANEL TRIM,END-OF-RUN 50IN.H, ALUM	43.17	302.19	
34	30	VZCE-5800-A	COMPOSE,PANEL TRIM,END-OF-RUN 58IN.H, ALUM	48.65	1,459.50	
35	1.	VZCL-5000-A	COMPOSE, CONNECTOR TRIM, CORNER, 2-WAY 50IN.H, ALUM	94.76	94.76	
36	2	VZCL-5800-A	COMPOSE,CONNECTOR TRIM,CORNER,2-WAY 58IN.H, ALUM	101.85	203.70	
37	15	VZCS-0000	COMPOSE, CORNER BLOCK ASSEMBLY, 90DEG	8.15	122.25	
38	5	VZCT-5000-A	COMPOSE, CONNECTOR TRIM, CORNER, 3-WAY 50IN.H, ALUM	92.13	460.65	
			of Control and			

CONTINUED...

PAGE 5 Exhibit I Page 6 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

	PR	IENT: OPOSAL: OJECT:	22670 100056 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002424 SUSAN BROWN NET 10 DAYS
# 9	<u>YTÇ</u>	PRODUC	<u>T</u>	DESCRIPTION	SELL	EXTENDED
39	2	VZCT-580	00-A	COMPOSE,CONNECTOR TRIM,CORNER,3-WAY 58IN.H, ALUM	99.21	198.42
40	11	VZCX-58	00-A	COMPOSE,CONNECTOR TRIM,CORNER,4-WAY 58IN.H, ALUM	53.76	591.36
41	6	VZVE-08	00-A	COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 8IN.H, ALUM	20.46	122.76
42	66	VZAL-50	00	PANEL, VERTICAL LIGHT BLOCK, 50IN, COMPOSE	0.90	59.40
43	7	VZEB-00	00-3	COMPOSE,BASE FEED MODULE,HARDWIRE CONN	60.40	422.80
44	2	VZEF-0R	0P	COMPOSE,FLEX CONNECTOR,PANEL-TO-PANEL	20.83	41.66
45	15	VZER-000	03-M	COMPOSE, RECEPTACLE, TRIPLEX, 15-AMP, 3 CIRCUIT, 332, CM	41.21	618.15
46	261	VZAD-00	00-R	ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009	0.68	177.48
47	168	VZAR-00	00	PANEL, RECEPTACLE BLANK COVE COMPOSE	R, 1.13	189.84
48	30	KZAF-16	36	COMPOSE,TACKBOARD,16IN.H X 36IN.W	43.62	1,308.60
49	30	KZPY-16.	36	COMPOSE, SLAT TILE, EXT MT, 16IN.H X 36IN.W	56.16	1,684.80
				CONTINUED		

CONTINUED...

PAGE 6 Exhibit I Page 7 of 73



CLIENT:

59

13

WURE-3048-L

JSAN54

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

06/28/16 INVOICE 107353

#### SOLD TO:

### INSTALLED AT:

CUSTOMER P/O:

84.73

1.101.49

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

22670

CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

MOOET-0000002424

	PR	OPOSAL: 100056 OJECT: 18-75		SALESPERSON: TERMS:	SUSAN BROWN NET 10 DAYS
# !	<u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
50	60	DTLT-2	LETTER TRAY	11.56	693.60
51	30	DTPR-3	MOXIE JUMP STUFF PAPER SORTER	32.46	973.80
52	30	DTWC-2	TOOL CUP	9.90	297.00
53	13	J2HB-4824-S SJR	X SERIES PST,HNGDDR,48.5HX24WX24D,B/B/F ,VALET,RH,PTDDWR,PTD/STLDR,J PULL STL,REG TOP,GLIDE	694.79	9,032.27
54	17	J2HE-4824-S SJR	X SERIES PST,HNGDDR,48.5HX24WX24D,B/B/F ,VALET,LH,PTDDWR,PTD/STLDR,J PULL STL,REG TOP,GLIDE	694.79	11,811.43
55	3	TARA-3696-L JSNYC4	PLANES, TABLE, RT, LAM, 36" X96", EB 3, STD, CO: NONE, YLEG, CSTR, 29" H	663.45	1,990.35
56	2	TARN-4848-L TSNDN4A	PLANES, TABLE, RD, LAM, 48"X48", TM 3, CO: NONE, DISC, N, 29"H, PTD	416.44	832.88
57	30	WURA-2472-L JSA	WORKSURFACE, RECT,24DX72W,LAM,EDGEBAND,ST CORE,NOTCHED	95.50 D	2,865.00
58	17	WURE-3048-L JSAN45	WORKSURFACE, COMPOSE WEDGE, 30X48,LAM,EDGEBAND EDGE,STD CORE,NOTCH CABLE MGT,24,30	84.73	1,440.41

WORKSURFACE, COMPOSE WEDGE,

30X48,LAM,EDGEBAND EDGE,STD CORE, NOTCH CABLE MGT, 30, 24



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

#### SOLD TO:

### INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80202

	PR		2670 056 75	CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002424 SUSAN BROWN NET 10 DAYS
# (	YTC	PRODUCT	DESCRIPTION	SELL	EXTENDED
60	60	ZZBD-1600-P P	COMPOSE, CNTLVR BRKT, 16IN.D,F		1,082.40
61	30	ZZFJ-3000-P NEF	COMPOSE WORKSURFACE SUPPO LEG,ALUMINUM 30IN.D	RT P 93.02	2,790.60
62	30	SCH-44-0S	VERY WIRE STACKER, PLSTC SEA' PLSTC BK, ARMLESS, NON GANGING,	Т, 89.07	2,672.10
63	12	SCM-44-3H	VERY SEMINAR, PLSTC SEAT, PLST BK, ARM, PLSTC GLD,	C 230.63	2,767.56
64	10	SCM-44-3H	VERY SEMINAR, PLSTC SEAT, PLST BK, ARM, PLSTC GLD,	C 230.63	2,306.30
65	30	SCT-20-7141	VERY TASK CHAIR, FAB SEAT, MES BK, 4D ARMS, ALUM BSE HD CTRS, LK, FW LK, FWD TLT, W/LUM,		15,335.40
66	30	LSET-3	HW,LOCK SET, KEYED ALIKE,LOC PLUG AND KEY, QTY OF 3	CK 0.00	0.00
67	1.	HWMK-1	MASTER KEY, HW SERIES	2.41	2.41
68	D	CK-3	CONTROL KEY, HW SERIES	2.41	2.41
69	15	PEAR HOURS	DESIGN & PROJECT MANAGEMEN SERVICES - DISCOUNTED CITY RATE	T 65.00	975.00
70	L	INSTALL	LABOR TO INSTALL (30) WORKSTATIONS & (5) MEETING TABLES DELIVERY & INSTALLATION DURI AFTER NORMAL BUSINESS HOURS WITH PREVAILING WAGES		19,982.86

CONTINUED...

PAGE 8 Exhibit I Page 9 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107353

SOLD TO:

INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER 1200 FEDERAL BLVD

1ST FLR

DENVER, CO 80202

CLIENT: PROPOSAL: 22670 100056 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002424 SUSAN BROWN

NET 10 DAYS

PROJECT:

PRODUCT

18-75

DESCRIPTION

SELL EXTENDED

LABOR DONE 6/24 & 6/25

71 I INSTALL

# QTY

LABOR TO REMOVE & DISPOSE OF (40) EXISTING WORKSTATIONS

0.00

DURING AFTER NORMAL BUSINESS

HOURS

PRODUCT SUBTOTAL PROJ MGT/DESIGN FEES INSTALLATION 99,357.32 975.00 19,982.86

FINAL TOTAL

120,315.18

PAY THIS AMOUNT

120,315.18

PAGE 9 OF 5 Exhibit I Page 10 of 73





#### 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-00000 2426	05/06/2016		1 of 5
Payment Terms	Freight Terms		Ship Via
Net30	DESTINATION		Common
Buyer	Phone		Origin
Schafer, Janell - Purchasin	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 Exe	empt? 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
	Re 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 LOBB SEATING	Υ	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 I (720) 865-7502 AGENCY CONTACT: Jason Mathis 720-913-5518 VENDOR CONTACT: Kelly Martinez | (303) 824-2037 | kmartinez@pearwork.com

CASTRO Lobbuy Furniture



Phone: 303-824-2000 Fax: 303-824-2001 07/18/16 INVOICE **107489** 

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER CASTRO BLDG 1200 FEDERAL BLVD - 1ST FLR

DENVER, CO

CLIENT: 22670 CUSTOMER P/O: MOOET-0000002426 PROPOSAL: 100090 SALESPERSON: SUSAN BROWN PROJECT: 18-75 TERMS: NET 10 DAYS

		DJECT:	18-75		TERMS:	NET 10 DAYS
<u>#</u> <u>(</u>	<u>QTY</u>	PRODUCT	<u>r</u>	<u>DESCRIPTION</u>	<u>SELL</u>	<u>EXTENDED</u>
				THE FOLLOWING PROPOSAL IS FOR	R:	
				THE CITY & COUNTY OF DENVER		
				OED @ CASTRO LOBBY SEATING		
				PRICED WITH HAWORTH/CITY CONTRACT #68125 AA		
1	2	SB34A		THREE POSITION, FOUR ARM	1,189.76	2,379.52
				POLY: TWO RED SEATS (R), ONE GREY SEAT (G) - ALTERNATED BASE: TEXTURED BLACK (B)		
2	2	SB45A		FOUR POSITION, FIVE ARM	1,381.83	2,763.66
				POLY: TWO RED SEATS (R), TWO GREY SEATS (G) - ALTERNATED BASE: TEXTURED BLACK (B)		
3	1	FREIGHT		FREIGHT FOR LELAND SEATING	728.93	728.93
4	1	PEAR HOU	JRS	DESIGN & PROJECT MANAGEMENT SERVICES - DISCOUNTED CITY RATE	Γ 65.00	65.00
				CONTINUED		

PAGE 1

Exhibit I Page 12 of 73



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

07/18/16 INVOICE **107489** 

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER CASTRO BLDG 1200 FEDERAL BLVD - 1ST FLR DENVER, CO

CLIENT: 22670 CUSTOMER P/O: MOOET-0000002426 PROPOSAL: 100090 SALESPERSON: SUSAN BROWN PROJECT: 18-75 TERMS: NET 10 DAYS

# QTY PRODUCT DESCRIPTION SELL EXTENDED

5 1 INSTALL LABOR TO INSTALL LOBBY SEATING 620.00 620.00

AFTER NORMAL BUSINESS HOURS
WITH PREVAILING WAGES

**LABOR 6/25** 

\*\*\*\*REPLACES INVOICE 107333\*\*\*\*

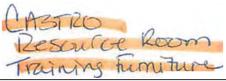
PRODUCT SUBTOTAL
PROJ MGT/DESIGN FEES
65.00
INSTALLATION
620.00
FREIGHT
728.93

FINAL TOTAL
6,557.11

PAY THIS AMOUNT
6,557.11

PAGE 2 OF 2 Exhibit I Page 13 of 73





# 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

1			
Purchase Order	Date	Revision	Page:
MOOET-0000002423	05/05/2016		1 of 5
Payment Terms	Freight Terms		Ship Via
Net30	DESTINATION		Common
Buyer	Phone		Origin
Schafer, Janell - Purchasing	720/913-8109		REĞ

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

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

Tax Exe	empt? Y Ta	x Exempt ID: 98-02890-000					
Line- Sch	Vendor Part#/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1-1	PURCHASE TRAINING AND RESOURCE AREAS CASTRO ¿ FURNITURE		1.00	LOT	\$67,699.76	\$67,699.76	05/05/2016
	SEE PROPOSAL # 100016 FO ADDITIONAL DETAILS.	OR ITEM DESCRIPTIONS, PRICIN	G, AND				
	Req 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
	Req ID: 0000052364						

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



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:				INSTALLI	ED AT:
CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202		LFAX DEPT.908 SPAYABLE	CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204		
	PR		2670 0016 -75	CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
#	<u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
			THE FOLLOWING PROPOSAL	IS FOR:	
			THE CITY & COUNTY OF DENVER		
			OED @ CASTRO BLDG 1ST FLOOR - PHASE I		
			PRICED WITH HAWORTH/CIT CONTRACT #68125 AA	ſΥ	
1	4	EKAW-1548-P H3TS	- ROOM 1032 - RESIDE,UTILITY TRAY,DOUR CIR,48IN.W	BLE, 3 117.83	471.32
2	1	EKEW-1500-P	Tag(s): 1032 RESIDE,END COVER,UTILITY TRAY,DOUBLE	22.70	22.70
3	1	EUEB-0072-3	Tag(s): 1032 BELONG,BASE FEED 72IN.L,	90.56	90.56
4	3	EUEJ-0024-3	Tag(s): 1032 BELONG, JUMPER, CONDUIT 2 3 CIR	24IN.L, 49.15	147.45
5	3	EUER-0015-3 MN3	Tag(s): 1032 BELONG,RECEPTACLE,15 AM CM	MP, 332, 52.35	157.05

PAGE

BELONG SCREENS, ADAPT,

PARTIAL, CENTER

CONTINUED...

Tag(s): 1032

SUPC-1448-F

U

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488.48



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

TY PRODUC	T	DESCRIPTION	SELL	EXTENDED
CLIENT:	22670		CUSTOMER P/O:	MOOET-0000002423
PROPOSAL:	100016		SALESPERSON:	SUSAN BROWN
PROJECT:	18-75		TERMS:	NET 10 DAYS

#	QTY	PRODUCT	<u>DESCRIPTION</u>	SELL	EXTENDED
7	6	SUTM-1224-D U	Tag(s): 1032 BELONG SCREENS, ADAPTABLE, TERRITORY, MULTI-MATERIAL	139.72	838.32
8	8	WKRA-2448-L JSC	Tag(s): 1032 RESIDE,WORKSURFACE,RECTANGULAR 24IN.D X 48IN.W	219.73	1,757.84
9	5	ZKBS-1500-P N	Tag(s): 1032 RESIDE,CONNECTOR,SHARED BLOCK	38.63	193.15
10	) 6	ZKBP-0000-P N	Tag(s): 1032 RESIDE, TIE PLATE, CENTER BLOCK	2.90	17.40
11	5	ZKH2-5100-P NFD	Tag(s): 1032 RESIDE,LEG,ADJUSTABLE HOOP 51IN.D	186.89	934.45
12	2 8	SCH-44-0S	Tag(s): 1032 VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMLESS, NON GANGING,	89.07	712.56
13	1	WKRA-3054-L JSC	Tag(s): 1032 - ROOM 1033/1034 - RESIDE,WORKSURFACE,RECTANGULAR 30IN.D X 54IN.W	245.80	245.80
14	1 2	ZKH2-3000-P NFD	Tag(s): 1033/1034 RESIDE,LEG,ADJUSTABLE HOOP 30IN.D	162.74	325,48
15	5 1	EKAW-0554-P H3TS	Tag(s): 1033/1034 RESIDE,UTILITY TRAY,SINGLE, 3 CIR,54IN.W	100.45	100.45

CONTINUED...

PAGE 2 Exhibit I Page 16 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

CLIENT: PROPOSAL: PROJECT: 22670 100016 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002423 SUSAN BROWN NET 10 DAYS

0.000			TOTAL TOTAL	
# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
16 1	EKEW-0500-P	Tag(s): 1033/1034 RESIDE,END COVER,UTILITY TRAY,SINGLE	19.32	19.32
17 1	EUEB-0072-3	Tag(s): 1033/1034 BELONG,BASE FEED 72IN.L.	90.56	90.56
18 1	EUER-0015-3 MN3	Tag(s): 1033/1034 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	52.35
19. 1	JPTH-24-SJ	Tag(s): 1033/1034 X SERIES,PEDESTAL,MOBILE,B/B/F,2 4"D,PTDDRWFRT, STL LKRL,J PULL,CST PULL,CSTR,STL TOP	252.94	252.94
20 15	SCM-44-3K	Tag(s): 1033/1034 VERY SEMINAR,PLSTC SEAT,PLSTC BK,ARM,FLT GLD,	230.63	3,459.45
21 16	SCM-44-3K	Tag(s): 1033/1034 VERY SEMINAR,PLSTC SEAT,PLSTC BK,ARM,FLT GLD,	230.63	3,690.08
22 6	TZRN-4848-L TSCZ	Tag(s): 1033/1034 TABLE,ROUND,48IN. RADIUS	214.57	1,287.42
23 1	EKAW-0554-P H3TS	Tag(s): 1033/1034 - ROOM 1035/1036 - RESIDE,UTILITY TRAY,SINGLE, 3 CIR,54IN.W	100.45	100.45
		mi II. readina?		

Tag(s): 1035/1036



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

	PR	IENT: OPOSAL: OJECT:	22670 100016 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# (	YTY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
24	6	EKAW-05 H3TS		RESIDE,UTILITY TRAY,SINGLE, 3 CIR,72IN.W	120.73	724.38
25	4	EKEW-05	500-P	Tag(s): 1035/1036 RESIDE,END COVER,UTILITY TRAY,SINGLE	19.32	77.28
26	6	ZKBP-000	00-P	Tag(s): 1035/1036 RESIDE,TIE PLATE,CENTER BLOCK	2.90	17.40
27	4	EUEB-00	72-3	Tag(s): 1035/1036 BELONG,BASE FEED 72IN.L,	90.56	362.24
28	3	EUEJ-002	24-3	Tag(s): 1035/1036 BELONG, JUMPER, CONDUIT 24IN.L, 3 CIR	49.15	147.45
29	3	EUER-00 MN3	15-3	Tag(s): 1035/1036 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	157.05
30	12	SCM-44-3	зк	Tag(s): 1035/1036 VERY SEMINAR,PLSTC SEAT,PLSTC BK,ARM,FLT GLD,	230.63	2,767.56
31	L	SCM-44-3	зк	Tag(s): 1035/1036 VERY SEMINAR,PLSTC SEAT,PLSTC BK,ARM,FLT GLD,	230.63	230.63
32	1	WKRA-30 JSC	054-L	Tag(s): 1035/1036 RESIDE,WORKSURFACE,RECTANGU 30IN.D X 54IN.W	LAR 245.80	245.80
33	6	WKRA-30 JSC	072-L	Tag(s): 1035/1036 RESIDE,WORKSURFACE,RECTANGU 30IN.D X 72IN.W	LAR 282.02	1,692.12

CONTINUED...



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:		

CITY & COUNTY OF DENVER

201 WEST COLFAX DEPT.908

ATTN: ACCTS PAYABLE

DENVER, CO 80202

CCOD - CASTRO BLDG

1200 FEDERAL BLVD

1ST FLR

DENVER, CO 80204

CLIENT: 22670 PROPOSAL: 100016

18-75

PROJECT:

CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002423 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
34 11	ZKH2-3000-P NFD	Tag(s): 1035/1036 RESIDE,LEG,ADJUSTABLE HOOP 30IN.D	162.74	1,790.14
35 1	JPTH-24-SJ	Tag(s): 1035/1036 X SERIES,PEDESTAL,MOBILE,B/B/F,2 4"D,PTDDRWFRT, STL LKRL,J PULL,CST PULL,CSTR,STL TOP	252.94	252.94
36 1	VZFF-4260-N 3HNNR	Tag(s): 1035/1036 - ROOM 1037 - COMPOSE, FRM,42HX60W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	96.11	96.11
37 1	VZTI-3260-F NN	Tag(s): 6042A3 1037 COMPOSE,SINGLE TILE,32IN.HX60IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	52.09	52.09
38 1	VZTI-4060-F NN	Tag(s): 6042A3 1037 COMPOSE,SINGLE TILE,40IN.HX60IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	54.79	54.79
39 1	VZFF-5836-N 3NHNR	Tag(s): 6042A3 1037 COMPOSE, FRM,58HX36W,BS 3CIR,NOBS/BS CVHL,NO BLT PWR,STD	84.77	84.77
40 1	VZTI-4836-F NC	Tag(s): 3658F3 1037 COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.76	44.76

CONTINUED...

PAGE 5 Exhibit I Page 19 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

PI	LIENT: ROPOSAL: ROJECT:	22670 100016 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
QTY	PRODUC	<u>CT</u>	DESCRIPTION	SELL	EXTENDED
	war sea	N. F.	Tag(s): 3658F3 1037	45.20	45.20

41	4.	VZTI-5636-F NC	Tag(s): 3658F3 1037 COMPOSE,SINGLE TILE,56IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	45.29	45.29
42	1.	VZFF-5836-N 3NBNR	Tag(s): 3658F3 1037 COMPOSE, FRM,58HX36W,BS 3CIR,NOBS/BSTRM,NO BLT PWR,STD	84.77	84.77
43	1.	VZTI-4836-F NC	Tag(s): 3658E3 1037 COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.76	44.76
44	Î	VZTI-5636-F NC	Tag(s): 3658E3 1037 COMPOSE,SINGLE TILE,56IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	45.29	45,29
45	1	VZFF-4236-N NNBNR	Tag(s): 3658E3 1037 COMPOSE, FRM,42HX36W,BS NOPWR,NOBS/BSTRM,NO BLT PWR,STD	44.93	44.93
46	1	VZTI-3236-F NN	Tag(s): 3642BN 1037 COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	40.39	40.39
47	1	VZTI-4036-F NN	Tag(s): 3642BN 1037 COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	42.37	42.37

Tag(s): 3642BN 1037



CLIENT:

PROPOSAL:

PROJECT:

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

06/27/16 INVOICE 107310

MOOET-0000002423

SUSAN BROWN

NET 10 DAYS

CUSTOMER P/O:

SALESPERSON:

TERMS:

SOLD TO:	INSTALLED AT:		
CITY & COUNTY OF DENVER	CCOD - CASTRO BLDG	_	
201 WEST COLFAX DEPT 908	1200 FEDERAL BLVD		

22670

100016

18-75

201 WEST COLITIN BEI 1.300	1200 I EDEK IE DE I D		
ATTN: ACCTS PAYABLE	1ST FLR		
DENVER, CO 80202	DENVER, CO 80204		

# (	YTC	PRODUCT	DESCRIPTION	SELL	EXTENDED
48	L	VZFF-5824-N 3HNNR	COMPOSE, FRM,58HX24W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	77.29	77.29
49	i.	VZTI-4824-F NN	Tag(s): 2458D3 1037 COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	38.11	38.11
50	į.	VZTI-5624-F NN	Tag(s): 2458D3 1037 COMPOSE,SINGLE TILE,56IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	40.44	40.44
51	T.	VZFF-5824-N 3BHNR	Tag(s): 2458D3 1037 COMPOSE, FRM,58HX24W,BS 3CIR,BSTRM/BS CVHL,NO BLT PWR,STD	80.12	80.12
52	2	VZTI-4824-F NN	Tag(s): 2458C3 1037 COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	38.11	76.22
53	1	VZFF-4224-N NNBNR	Tag(s): 2458C3 1037 COMPOSE, FRM,42HX24W,BS NOPWR,NOBS/BSTRM,NO BLT PWR,STD	37.46	37.46
54	t-	VZTI-3224-F NN	Tag(s): 2442BN 1037 COMPOSE,SINGLE TILE,32IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	34.55	34.55
55	1	VZTI-4024-F NN	Tag(s): 2442BN 1037 SINGLE TILE,40IN.HX24IN.W,FOR USE	36.16	36.16
			The state of the s		

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PAGE Exhibit I Page 21 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

CLIENT:
PROPOSAL:
PROJECT:

22670 100016 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002423 SUSAN BROWN NET 10 DAYS

# Q	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
			W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH		
56	6	VZAD-0000-R	Tag(s): 2442BN 1037 ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009	0.68	4.08
57	1	VZAL-4200	Tag(s): 1037 PANEL, VERTICAL LIGHT BLOCK, 42IN, COMPOSE	0.90	0.90
58	2	VZAL-5800	Tag(s): 1037 PANEL, VERTICAL LIGHT BLOCK, 58IN, COMPOSE	1.13	2.26
59	1	VZAR-0000	Tag(s): 1037 PANEL, RECEPTACLE BLANK COVER, COMPOSE	1.13	1.13
60	2	VZCC-0024-A	Tag(s): 1037 COMPOSE,TOP TRIM 24IN.W	15.62	31.24
61	2	VZCC-0096-A	Tag(s): 1037 COMPOSE,TOP TRIM 96IN.W	44.52	89.04
62	1	VZCE-4200-A	Tag(s): 1037 COMPOSE,PANEL TRIM,END-OF-RUN 42IN.H, ALUM	37.68	37.68
63	1	VZCE-5800-A	Tag(s): 1037 COMPOSE,PANEL TRIM,END-OF-RUN 58IN.H, ALUM	48.65	48.65
			Tag(s): 1037		



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

06/27/16 INVOICE 107310

COLD TO	
SOLD TO:	INSTALLED AT:

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

CCOD - CASTRO BLDG 1200 FEDERAL BLVD **IST FLR** DENVER, CO 80204

	PR	IENT: OPOSAL: OJECT:	22670 100016 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# 0	TY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
64	2	VZCL-420	The state of the s	COMPOSE, CONNECTOR TRIM, CORNER, 2-WAY 42IN.H, ALUM	87.66	175.32
65	ī	VZCL-580	00-A	Tag(s): 1037 COMPOSE,CONNECTOR TRIM,CORNER,2-WAY 58IN.H, ALUM	101.85	101.85
66	1	VZEB-000	00-3	Tag(s): 1037 COMPOSE,BASE FEED MODULE,HARDWIRE CONN	60.40	60.40
67	t	VZER-000	03-M	Tag(s): 1037 COMPOSE, RECEPTACLE, TRIPLEX, 15-AMP, 3 CIRCUIT, 332, CM	41.21	41.21
68	L-	VZVE-160	00-A	Tag(s): 1037 COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 16IN.H, ALUM	25.06	25.06
69	T.	WURA-24 JSA	472-L	Tag(s): 1037 WORKSURFACE, RECT,24DX72W,LAM,EDGEBAND,STI CORE,NOTCHED	101.11	101.11
70	i.	WURA-24 JSA	496-L	Tag(s): 1037 WORKSURFACE, RECT,24DX96W,LAM,EDGEBAND,STI CORE,NOTCHED	127.28	127.28
71	1.	WUTS-12 JSC	96-L	Tag(s): 1037 WORKSURFACE,RECT COUNTERTOP,12DX96W,LAM,EDGEB D,STD CORE,NO CBL MGT	96.07 BAN	96.07



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

06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

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

CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

	PR	IENT: 22670 OPOSAL: 100016 OJECT: 18-75	S	CUSTOMER P/O: ALESPERSON: ERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# 0	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
72	L	ZZBA-0000-P L	SIDE/CORNER BRACKET	3.20	3.20
			Tag(s): 1037		
73	2	ZZBD-1600-P P	COMPOSE, CNTLVR BRKT, 16IN.D,BH	18.04	36.08
			Tag(s): 1037		
74	L	ZZBD-1600-P R	COMPOSE, CNTLVR BRKT, 16IN.D,RH	10.01	10.01
			Tag(s): 1037		
75	2	ZZBT-0000-P NE	COMPOSE, COUNTER TOP, BRKT, ALUM TOP CAP SQ	6.71	13.42
			Tag(s): 1037		
76	1.	JFWA-30	X SERIES, CONTERWEIGHT, 30" FILE	32.60	32.60
77	1	JLPD-0330-S J	Tag(s): 1037 X SERIES,39.5"H X 30"W,LATERAL FILE,FILE,FILE,PTD DRAWER FRONT,PROUD,PTD LOCK BAR,FREESTANDING,J PULL,TCHLTCH,GLIDES	327.74	327.74
78	16	WKRA-2448-L JSC	Tag(s): 1037 RESIDE, WORKSURFACE, RECTANGUL 24IN.D X 48IN.W	AR 219.73	3,515.68
79	12	ZKBP-0000-P	Tag(s): 1037 RESIDE, TIE PLATE, CENTER BLOCK	2.90	34.80
80	L	N 45CC-2496-L J4S0A	Tag(s): 1037 450 SERIES,RECT,24"X96",LAM,EDGEBA ND,29"H,C BASE,STAT,NO MOD,GLD,P MOD,GLD,PTD	382.74	382.74



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

	PR	IENT: OPOSAL: OJECT:	22670 100016 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# Q	<u>8</u>	PRODUC EKAW-1:		DESCRIPTION RESIDE, UTILITY TRAY, DOUBLE, 3	<u>SELL</u> 117.83	EXTENDED 942.64
		H3TS		CIR,48IN.W Tag(s): 1037		
82	2	EKEW-15	500-P	RESIDE,END COVER,UTILITY TRAY,DOUBLE	22.70	45.40
83	2	EUEB-00	72-3	Tag(s): 1037 BELONG,BASE FEED 72IN.L	90.56	181.12
84	6	EUEJ-002	24-3	Tag(s): 1037 BELONG, JUMPER, CONDUIT 24IN.L, 3 CIR	49.15	294.90
85	3	EUER-00 MN3	15-3	Tag(s): 1037 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	157.05
86	18	SCH-44-0	os .	Tag(s): 1037 VERY WIRE STACKER, PLSTC SEAT PLSTC BK, ARMLESS, NON GANGING,	c, 89.07	1,603.26
87	8	SUPC-144 U	48-F	Tag(s): 1037 BELONG SCREENS, ADAPT, PARTIAL, CENTER	122.12	976.96
88	13	SUTM-12 U	224-D	Tag(s): 1037 BELONG SCREENS, ADAPTABLE, TERRITORY, MULTI-MATERIAL	139.72	1,816.36
89	10	ZKBS-150 N	00-P	Tag(s): 1037 RESIDE,CONNECTOR,SHARED BLO	CK 38.63	386.30
90	10	ZKH2-510 NFD	00-P	Tag(s): 1037 RESIDE,LEG,ADJUSTABLE HOOP 51IN.D	186.89	1,868.90

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Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:
SOLD IO.	INSTALLED AT.

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002423
PROPOSAL:	100016	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

#	<u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
91	1	EKAW-0554-P H3TS	Tag(s): 1037 - ROOM 1049 - RESIDE,UTILITY TRAY,SINGLE, 3 CIR,54IN.W	100.45	100.45	
92	2 3	EKAW-1548-P H3TS	Tag(s): 1049 RESIDE,UTILITY TRAY,DOUBLE, 3 CIR,48IN.W	117.83	353.49	
93	1	EKEW-0500-P	Tag(s): 1049 RESIDE,END COVER,UTILITY TRAY,SINGLE	19.32	19.32	
94	1	EKEW-1500-P	Tag(s): 1049 RESIDE,END COVER,UTILITY TRAY,DOUBLE	22.70	22.70	
95	5 4	ZKBP-0000-P N	Tag(s): 1049 RESIDE,TIE PLATE,CENTER BLOCK	2.90	11.60	
96	5 2	EUEB-0072-3	Tag(s): 1049 BELONG,BASE FEED 72IN.L,4CIR,2+2	90.56	181.12	
97	7 2	EUEJ-0024-3	Tag(s): 1049 BELONG, JUMPER, CONDUIT 24IN.L, 3 CIR	49.15	98.30	
98	3 3	EUER-0015-3 MN3	Tag(s): 1049 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	157.05	
99	). 1	SCM-44-3K	Tag(s): 1049 VERY SEMINAR, PLSTC SEAT, PLSTC BK, ARM, FLT GLD,	230.63	230.63	

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Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:		

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002423
PROPOSAL:	100016	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS
PROJECT:	18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
100 6	SCM-44-3K	Tag(s): 1049 VERY SEMINAR, PLSTC SEAT, PLSTC BK, ARM, FLT GLD,	230.63	1,383.78
101 3	SUPC-1448-F U	Tag(s): 1049 BELONG SCREENS, ADAPT, PARTIAL, CENTER	122.12	366.36
102 4	SUTM-1224-D U	Tag(s): 1049 BELONG SCREENS, ADAPTABLE, TERRITORY, MULTI-MATERIAL	139.72	558.88
103 6	WKRA-2448-L JSC	Tag(s): 1049 RESIDE,WORKSURFACE,RECTANGULAR 24IN.D X 48IN.W	219.73	1,318.38
104	WKRA-3054-L JSC	Tag(s): 1049 RESIDE,WORKSURFACE,RECTANGULAR 30IN.D X 54IN.W	245.80	245.80
105 4	ZKBS-1500-P N	Tag(s): 1049 RESIDE,CONNECTOR,SHARED BLOCK	38.63	154.52
106 2	ZKH2-3000-P NFD	Tag(s): 1049 RESIDE,LEG,ADJUSTABLE HOOP 30IN.D	162.74	325.48
107 4	ZKH2-5100-P NFD	Tag(s): 1049 RESIDE,LEG,ADJUSTABLE HOOP 51IN.D	186.89	747.56
108 I	JPTH-24-SJ	Tag(s): 1049 X SERIES,PEDESTAL,MOBILE,B/B/F,2 4"D,PTDDRWFRT, STL LKRL,J	252.94	252.94
		on the origination is sensitive as an expressional		

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PAGE 13 Exhibit I Page 27 of 73



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:

INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR

DENVER, CO 80204

CLIENT: PROPOSAL: PROJECT: 22670 100016 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002423 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
		PULL,CST PULL,CSTR,STL TOP		
Tak I	20.10.22.2	Tag(s): 1049 - ROOM 1050 -	6.5	125.16
109 5	EKAW-0548-P H3TS	RESIDE,UTILITY TRAY,SINGLE, 3 CIR,48IN.W	93.68	468.40
	27 at 1 (4 at 2	Tag(s): 1050	20,75	
110 1	EKAW-0554-P H3TS	RESIDE, UTILITY TRAY, SINGLE, 3 CIR, 54IN.W	100.45	100.45
	051465 0453	Tag(s): 1050	557.79	200.00
111 4	EKAW-0572-P H3TS	RESIDE,UTILITY TRAY,SINGLE, 3 CIR,72IN.W	120.73	482.92
		Tag(s): 1050		
112 12	ZKBP-0000-P N	RESIDE, TIE PLATE, CENTER BLOCK	2,90	34.80
113 4	EKEW-0500-P	Tag(s): 1050 RESIDE,END COVER,UTILITY TRAY,SINGLE	19.32	77.28
		Tag(s): 1050	200	742000
114 4	EUEB-0072-3	BELONG,BASE FEED 72IN.L,4CIR,2+2	90.56	362.24
115 6	EUEJ-0024-3	Tag(s): 1050 BELONG, JUMPER, CONDUIT 24IN.L, 3 CIR	49.15	294.90
116 4	EUER-0015-3 MN3	Tag(s): 1050 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	209.40
		Tag(s): 1050		

Tag(s): 1050



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:
SOLD TO:	THO THE BED IN THE

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

	PR	IENT: OPOSAL: OJECT:	22670 100016 18-75	S	USTOMER P/O: ALESPERSON: ERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# Q	TY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
117	1.	SCM-44-3		VERY SEMINAR, PLSTC SEAT, PLSTC BK. ARM, FLT GLD,	230.63	230.63
118	13	SCM-44-3	к	Tag(s): 1050 VERY SEMINAR, PLSTC SEAT, PLSTC BK, ARM, FLT GLD,	230.63	2,998.19
119	5	WKRA-30 JSC	48-L	Tag(s): 1050 RESIDE,WORKSURFACE,RECTANGUL 30IN.D X 48IN.W	AR 233.73	1,168.65
120	ī	WKRA-30 JSC	54-L	Tag(s): 1050 RESIDE,WORKSURFACE,RECTANGUL 30IN.D X 54IN.W	AR 245.80	245.80
121	4	WKRA-30 JSC	72-L	Tag(s): 1050 RESIDE, WORKSURFACE, RECTANGUL 30IN.D X 72IN.W	AR 282.02	1,128.08
122	14	ZKH2-300 NFD	0-P	Tag(s): 1050 RESIDE,LEG,ADJUSTABLE HOOP 30IN.D	162.74	2,278.36
123	L	JPTH-24-S	en en	Tag(s): 1050 X SERIES,PEDESTAL,MOBILE,B/B/F,2 4"D,PTDDRWFRT, STL LKRL,J PULL,CST PULL,CSTR,STL TOP	252.94	252.94
124	T.	EKAW-05 H3TS	54-P	Tag(s): 1050 - ROOM 1058 - RESIDE,UTILITY TRAY,SINGLE, 3 CIR,54IN.W	100.45	100.45
125	6	EKAW-15 H3TS	48-P	Tag(s): 1058 RESIDE,UTILITY TRAY,DOUBLE, 3 CIR,48IN.W	117.83	706.98

CONTINUED...

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Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

## SOLD TO:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR

DENVER, CO 80204

CLIENT: PROPOSAL: PROJECT: 22670 100016 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002423 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
126 1	EKEW-0500-P	Tag(s): 1058 RESIDE,END COVER,UTILITY TRAY,SINGLE	19.32	19.32
127 2	EKEW-1500-P	Tag(s): 1058 RESIDE,END COVER,UTILITY TRAY,DOUBLE	22.70	45.40
128 8	ZKBP-0000-P N	Tag(s): 1058 RESIDE,TIE PLATE,CENTER BLOCK	2.90	23.20
129 2	EUEB-0072-3	Tag(s): 1058 BELONG,BASE FEED 72IN.L	90.56	181.12
130 4	EUEJ-0024-3	Tag(s): 1058 BELONG, JUMPER, CONDUIT 24IN.L. 3 CIR	49.15	196.60
131 1	EUEJ-0036-3	Tag(s): 1058 BELONG, JUMPER, CONDUIT 36IN.L, 3 CIR	55.55	55.55
132 5	EUER-0015-3 MN3	Tag(s): 1058 BELONG,RECEPTACLE,15 AMP, 332, CM	52.35	261.75
133 12	SCM-44-3K	Tag(s): 1058 VERY SEMINAR, PLSTC SEAT, PLSTC BK, ARM, FLT GLD,	230.63	2,767.56
134 1	SCM-44-3K	Tag(s): 1058 VERY SEMINAR, PLSTC SEAT, PLSTC BK, ARM, FLT GLD,	230.63	230.63

Tag(s): 1058



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

	PRO	ENT: DPOSAL: DJECT:	22670 100016 18-75	SA	USTOMER P/O: ALESPERSON: ERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# Q	TY	PRODUC	Т	DESCRIPTION	SELL	EXTENDED
135		SUPC-144 U		BELONG SCREENS, ADAPT, PARTIAL, CENTER	122.12	732.72
136	9	SUTM-122 U	24-D	Tag(s): 1058 BELONG SCREENS, ADAPTABLE, TERRITORY, MULTI-MATERIAL	139.72	1,257.48
137	12	WKRA-24 JSC	48-L	Tag(s): 1058 RESIDE,WORKSURFACE,RECTANGULA 24IN.D X 48IN.W	AR 219.73	2,636.76
138	L	WKRA-30 JSC	54-L	Tag(s): 1058 RESIDE, WORKSURFACE, RECTANGULA 30IN.D X 54IN.W	AR 245.80	245.80
139	8	ZKBS-150 N	0-P	Tag(s): 1058 RESIDE,CONNECTOR,SHARED BLOCK	38.63	309.04
140	2	ZKH2-300 NFD	0-P	Tag(s): 1058 RESIDE,LEG,ADJUSTABLE HOOP 30IN.D	162.74	325,48
141	8	ZKH2-510 NFD	0-P	Tag(s): 1058 RESIDE,LEG,ADJUSTABLE HOOP 51IN.D	186.89	1,495.12
142	1.	JPTH-24-S	ม	Tag(s): 1058 X SERIES,PEDESTAL,MOBILE,B/B/F,2 4"D,PTDDRWFRT, STL LKRL,J PULL,CST PULL,CSTR,STL TOP	252.94	252.94
143	1.	TARA-304 JSNCG4A	12-L	Tag(s): 1058 PLANES, TABLE, RT, LAM, 30"X42", EB 3, STD, CO: NONE, TRAIN, GLD, 29"H, P TD	395.96	395.96



Phone: 303-824-2000 Fax: 303-824-2001 06/27/16 INVOICE 107310

SOLD TO:	INSTALLED AT:
BULD IU.	INSTALLED AT.

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CCOD - CASTRO BLDG 1200 FEDERAL BLVD 1ST FLR DENVER, CO 80204

PR	IENT: 22670 OPOSAL: 100016 OJECT: 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002423 SUSAN BROWN NET 10 DAYS
# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
144 6	LSET-1	Tag(s): LOBBY RECEPTION HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1	0.00	0.00
145 1	HWMK-1	MASTER KEY, HW SERIES	2.41	2.41
146 1	CK-3	CONTROL KEY, HW SERIES	2.41	2.41
147 10	PEAR HOURS	DESIGN & PROJECT MANAGEMENT SERVICES - DISCOUNTED CITY RATE	65.00	650.00
148 1	INSTALL	LABOR TO LABOR TO INSTALL FURNITURE ABOVE DELIVERY AFTER NORMAL BUSINE HOURS, INSTALL DURING NORMAL BUSINESS HOURS WITH PREVAILING WAGES		8,567.14
149 1	INSTALL	LABOR TO REMOVE/DISPOSE OF SAME AMOUNT OF EXISTING FURNITURE AFTER NORMAL BUSINESS HOURS WITH PREVAILING WAGES	4,982.86 G	4,982.86
		LABOR 6/24 & 6/25		

 PRODUCT SUBTOTAL
 67,699.76

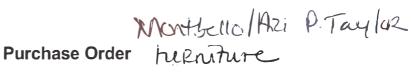
 PROJ MGT/DESIGN FEES
 650.00

 INSTALLATION
 13,550.00

 FINAL TOTAL
 81,899.76

 PAY THIS AMOUNT
 81,899.76

PAGE 18 OF 18 Exhibit I Page 32 of 73



### 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 Net30	Freight Terms DESTINATION		Ship Via Common
Buyer	Phone	_	<b>Origi</b> n
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 <u>Exen</u> Line- Sch	Nendor Part#/Description Tax Exempt ID: 98-02890-000  Wendor Part#/Description Mfg ID	Quantity	MOU	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
	Reg 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 I (720) 865-7502 AGENCY CONTACT: Jason Mathis 720-913-5518 VENDOR CONTACT: Kelly Martinez | (303) 824-2037 |

kmartinez@pearwork.com



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO:	INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# QTY PRODUCT DESCRIPTION SELL EXTENDED

#### THE FOLLOWING PROPOSAL IS FOR:

THE CITY & COUNTY OF DENVER

ARIE P. TAYLOR BUILDING

PRICED WITH HAWORTH/CITY CONTRACT #68125 AA

USING FURNITURE FROM OED

ELATI- PLUS SOME NEW - COMPUTER CLASSROOM 231 -1 TARA-42C0-L PLANES, TABLE, RT, LAM, 42"X120", E 0.00 0.00 JMNPG4C B3,2",CO:NONE,PRM,GLD,29"H,CBL Tag(s): LG CONF NEW 2 1 GAC1-2054-L PLANES, BASE, CREDENZA, NO SLIDER 0.00 0.00 NSNAG4 20IN.D X 54IN.W Tag(s): LG CONF NEW GACJ-2054-L PLANES, TOP, CREDENZA 20IN.D X 0.00 0.00 1. 3 **JSNNNN** 54IN.W Tag(s): LG CONF NEW 10 SCM-22-31 VERY SEMINAR, FAB SEAT, FAB 0.00 0.00 BK, ARM, HD CSTS, Tag(s): LG CONF NEW - SUPERVISOR OFFICE 241D -JDBL-2442-J X SERIES, BRIDGE, LAM, 2442, 1/3 0.00 0.00 5 **NNNBSS** MODESTY, CABLE MGT

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PAGE

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

# SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670		
PROPOSAL:	100022		
PROJECT:	18-75		

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

#	<b>QTY</b>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
6	4	JDSL-2472-J FFSBN	Tag(s): LG OFFICE NEW X SERIES,RECT DESK,LAM, EB3,24X72,END,END,PTD,1/3 MOD,NO CBL MGT	0.00	0.00	
7	1	JDSL-3072-J FASDN	Tag(s): LG OFFICE NEW X SERIES,RECT DESK,LAM, EB3,30X72,END,PED,PTD,3/4 MOD,NO CBL MGT	0.00	0.00	
8	1	JLPD-0236-S 8A	Tag(s): LG OFFICE NEW X SERIES,27.5"H X 36"W,LATERAL FILE,FILE,STEEL DRAWER FRONT,STEEL LOCK MATERIAL,ATTACHED,LINEAR PULL,GLIDES	0.00	0.00	
9	ī	JPDH-30-S8R D	Tag(s): LG OFFICE NEW X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,30"D,STEEL DRAWER FRONT,STEEL LOCKBAR,LINEAR PULL,RH,3/4 MOD	0.00	0.00	
1)	0 1	JTVS-1872	Tag(s): LG OFFICE NEW X SERIES, TACKBOARD, VSU, PTD PNL, 18 X 72	0.00	0.00	
1	1 1	JUKL-3372-S L	Tag(s): LG OFFICE NEW X SERIES, VERTICAL STORAGE, STL END PNLS, HINGE, LAM DOOR, 33IN. X 72IN., 2 LOCKS	0.00	0.00	
1:	2 2	SCH-24-3S	Tag(s): LG OFFICE NEW VERY WIRE STACKER, FAB SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	

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PAGE

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

#	<u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
13	8 1	SCT-20-4112	Tag(s): LG OFFICE NEW VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM,	0.00	0.00	
14	1.	LSET-4	Tag(s): LG OFFICE NEW HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 4	0.00	0.00	
15	5 1	JDRL-2448-J ANNBSS	- SUPERVISOR OFFICE 241C - X SERIES,RETURN,LAM,2448,PED,OPE N,1/3 MODESTY,CABLE MGT	0.00	0.00	
16	5 1	JDSL-3072-J FFSDN	Tag(s): TRAINING X SERIES,RECT DESK,LAM, EB3,30X72,END,END,PTD,3/4 MOD,NO CBL MGT	0.00	0.00	
.35	7 1	JPDH-24-S8L B	Tag(s): TRAINING X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,24"D,STEEL DRAWER FRONT,STEEL LOCKBAR,LINEAR PULL,LH,1/3 MOD	0.00	0.00	
18	3 1	SCT-20-4111	Tag(s): TRAINING VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE HD CTRS,BK LK, W/LUM,	0.00	0.00	
19	2	SCH-44-3S	Tag(s): TRAINING VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

### SOLD TO:

# INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: 10 PROPOSAL: 10 PROJECT: 18

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# 0	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
20	L	LSET-1	HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF I	0.00	0.00
21	4	SCM-24-3H	- PHONE AREA 251-1 - VERY SEMINAR,FAB SEAT,PLSTC BK,ARM,PLSTC GLD,	0.00	0.00
22	L	TARA-3672-L JMNPG4C	Tag(s): SM CONF NEW PLANES,TABLE,RT,LAM,36"X72",EB 3,2",CO:NONE,PRM,GLD,29"H,CBL	0.00	0.00
23	2	SCM-25-31	Tag(s): SM CONF NEW VERY SEMINAR, FAB SEAT, TETRO BK, ARM, HD CSTS,	0.00	0.00
.24	L	.SPC13072RE S.L6	Tag(s): TRAINING 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 CABLESSPECIFIED SEPARATELY	0.00	0.00

CONTINUED...

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO:

INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# QTY PRODUCT

PROJECT:

DESCRIPTION

SELL

EXTENDED

AND PC1 X G S: 2.5" ROUND ABS PLASTIC GROMMET. TABLEINCLUDES HOLE CUT OUT AND TWO PIECE INSERT FOR FIELDINSTALLATION 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 WITHHEAVY DUTY SELF-ADHESIVE STICKY TAPE 1 X WB: LASER CUT HOLES IN BASE - 1.5" X 2.5" TALL LASERCUT HOLES IN TOP AND BOTTOM OF BASE FOR VERTICAL WIREMANAGEMENT ACCESS 2 X C2; CPU FIXED HOLDER (HEIGHT ADJUSTMENT OF 13.375"-20.5" AND WIDTH ADJUSTMENT OF 2.75" X 5.25")

25 1 .PSTS72F

72" LONG SOFTWIRED FEEDER CABLE WITH 48" OF METALFLEXIBLE CONDUIT AND THE 24" OF BLACK CORD WITH 0.00

0.00

0.00

0.00

24" OF BLACK CORD WITH THREEPRONGED PLUG

26 2 C2

Tag(s): TRAINING CPU HOLDER - FIXED

Tag(s): TRAINING

HEIGHT ADJUSTMENT OF 13.375" -20.5" AND WIDTH ADJUSTMENT OF

2.75" X 5.25"

Tag(s): TRAINING

PAGE

Exhibit I Page 38 of 73



CLIENT:

Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

## SOLD TO: INSTALLED AT:

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

22670

CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

MOOET-0000002421

CUSTOMER P/O:

	PR	OPOSAL: 100022 OJECT: 18-75		SALESPERSON: TERMS:	SUSAN BROWN NET 10 DAYS
# 9	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
27	4	JDSL-2472-J FFSBS	- SUITE 251B - X SERIES,RECT DESK,LAM, EB3,24X72,END,END,PTD,1/3 MOD,CBL MGT	0.00	0.00
28	10	SCH-44-3S	Tag(s): PUBLIC SPACE NE VERY WIRE STACKER, PLSTC SEAT PLSTC BK, ARMS, NON GANGING,	, 0.00	0.00
29	1.	JDSL-3066-J AFSDS	Tag(s): PUBLIC SPACE NE X SERIES,RECT DESK,LAM, EB3,30X66,PED,END,PTD,3/4 MOD,CBL MGT	0.00	0.00
30	1	JPDH-30-S8L D	Tag(s): SM OFFICE NEW X SERIES, PEDESTAL, ATTACHED DESK, BOX/BOX/FILE, 30"D, STEEL DRAWER FRONT, STEEL LOCKBAR, LINEAR PULL, LH, 3/4 MOI	0.00	0.00
31	Ī.	SCT-20-4112	Tag(s): SM OFFICE NEW VERY TASK CHAIR,FAB SEAT,MESF BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM,	I 0.00	0.00
32	1.	LSET-I	Tag(s): SM OFFICE NEW HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1	0.00	0.00
33	12	SCM-25-31	- COMPUTER CLASSROOM 232 - VERY SEMINAR, FAB SEAT, TETRO BK, ARM, HD CSTS,	0.00	0.00
34	6	.SPC13072RE S.L6	Tag(s): TRAINING SUPREME COLLECTION. 30 X 72 X 29 HIGH QUOTE #6821	0.00	0.00

CONTINUED...

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

#### SOLD TO:

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

CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

### # QTY PRODUCT

#### DESCRIPTION

SELL

EXTENDED

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 PVUL1B1: VILLA UNDER TABLE LINKING POWER BOX WITH2 OUTLETS WIRED FOR CIRCUIT I AND 2 RJ45 DATA JACKS WITHMETAL FLEXIBLE INTERCONNECTING CABLES. FEEDER CABLESSPECIFIED SEPARATELY POWER BOX LOCATION CODE: PB AND PC1 X G S: 2.5" ROUND ABS PLASTIC GROMMET. TABLEINCLUDES HOLE CUT OUT AND TWO PIECE INSERT FOR FIELDINSTALLATION 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 WITHHEAVY DUTY SELF-ADHESIVE STICKY TAPE 1 X WB: LASER CUT HOLES IN BASE - 1.5" X 2.5" TALL LASERCUT HOLES IN TOP AND BOTTOM OF BASE FOR VERTICAL

CONTINUED...

PAGE

WIREMANAGEMENT ACCESS 2 X C2: CPU FIXED HOLDER

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

### SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670
PROPOSAL:	100022
PROJECT:	18-75

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
		(HEIGHT ADJUSTMENT OF 13.375"-20.5" AND WIDTH ADJUSTMENT OF 2.75" X 5.25")			
35 3	.PSTS72F	Tag(s): TRAINING 72" LONG SOFTWIRED FEEDER CABLE WITH 48" OF METALFLEXIBLE CONDUIT AND THE 24" OF BLACK CORD WITH THREEPRONGED PLUG	0.00	0.00	
36 12	C2	Tag(s): TRAINING CPU HOLDER - FIXED HEIGHT ADJUSTMENT OF 13.375" - 20.5" AND WIDTH ADJUSTMENT OF 2.75" X 5.25"	0.00	0.00	
37 2	SCL-44-0H	Tag(s): TRAINING VERY SIDE STOOL,PLSTC SEAT,PLSTC BK,ARMLESS,PLSTC GLD,	0.00	0.00	
38 6	SCM-25-31	Tag(s): PUBLIC SPACE NE - COMPUTER CLASSROOM 221 - VERY SEMINAR, FAB SEAT, TETRO BK, ARM, HD CSTS,	0.00	0.00	
39 3	.SPC13072RE S.L6	Tag(s): TRAINING 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	0.00	0.00	
		CONTINUED			

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

#### SOLD TO:

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

CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

## # QTY PRODUCT

#### DESCRIPTION

SELL

EXTENDED

1 X MM72: METAL MODESTY PANEL.
20-GAUGE X 9" HIGH PERFORATED
METAL MODESTY PANEL IS FREE
SWINGING ANDFIELD INSTALLED
2 X PVUL1B1: VILLA UNDER TABLE
LINKING POWER BOX WITH2
OUTLETS WIRED FOR CIRCUIT I
AND 2 RJ45 DATA JACKS
WITHMETAL FLEXIBLE
INTERCONNECTING CABLES. FEEDER

CABLESSPECIFIED

SEPARATELY

POWER BOX LOCATION CODE: PB AND PC1 X G S: 2.5" ROUND ABS PLASTIC GROMMET. TABLEINCLUDES

HOLE CUT OUT AND TWO PIECE

INSERT FOR

FIELDINSTALLATION

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 WITHHEAVY DUTY SELF-ADHESIVE STICKY TAPE

1 X WB: LASER CUT HOLES IN

DACE A SUN OFFICIALI

BASE - 1.5" X 2.5" TALL

LASERCUT HOLES IN TOP AND BOTTOM OF BASE FOR VERTICAL

WIREMANAGEMENT ACCESS

2 X C2: CPU FIXED HOLDER (HEIGHT ADJUSTMENT OF 13.375"-

20.5" AND WIDTH ADJUSTMENT OF

2.75" X 5.25")

Tag(s): TRAINING



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# 5	YTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
40	3	.PSTS72F	72" LONG SOFTWIRED FEEDER CABLE WITH 48" OF METALFLEXIBLE CONDUIT AND THE 24" OF BLACK CORD WITH THREEPRONGED PLUG	0.00	0.00	
41	6	C2	Tag(s): TRAINING CPU HOLDER - FIXED HEIGHT ADJUSTMENT OF 13.375" - 20.5" AND WIDTH ADJUSTMENT OF 2.75" X 5.25"	0.00	0.00	
42	2	SCL-44-0H	Tag(s): TRAINING - COMPUTER CLASS 201-E - VERY SIDE STOOL,PLSTC SEAT,PLSTC BK,ARMLESS,PLSTC GLD,	0.00	0.00	
43	18	VZAL-0024	Tag(s): PUBLIC SPACE NE - STAFF AREA 241A - * * PANEL TYPE :2450JN * * COMPOSE, LIGHT BLOCK, 24IN	0.00	0.00	
44	9	VZFF-5024-N NNNR	Tag(s): 2450HN WORKSTAT COMPOSE, FRM,50HX24W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00	
45	9	VZTI-0824-D NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX24IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00	
46	9	VZTI-0824-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX24IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00	
			and the second of the second o			

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670
PROPOSAL:	100022
PROJECT:	18-75

CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
47 9	VZTI-3224-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,32IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
48 9	VZTI-4824-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
49 4	VZAL-0030	Tag(s): 2450HN WORKSTAT ** PANEL TYPE :3050JN ** COMPOSE, LIGHT BLOCK, 30IN	0.00	0.00
50 2	VZFF-5030-N NNNNR	Tag(s): 3050HN WORKSTAT COMPOSE, FRM,50HX30W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00
51 2	VZTI-0830-D NN	Tag(s): 3050HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00
52 2	VZTI-0830-F NN	Tag(s): 3050HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00
53 2	VZTI-3230-F NN	Tag(s): 3050HN WORKSTAT COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00

Tag(s): 3050HN WORKSTAT



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## SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

	PR	IENT: OPOSAL: OJECT:	22670 100022 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002421 SUSAN BROWN NET 10 DAYS
# C	TY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
54	2	VZTI-483 NN		COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
55	8	VZAL-003	30	Tag(s): 3050HN WORKSTAT ** PANEL TYPE :3050H3 ** COMPOSE, LIGHT BLOCK, 30IN	0.00	0.00
100		1,00	779			
56	4	VZFF-503 3HNNR	0-N	Tag(s): 3050K3 WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	0.00	0.00
57	4	VZTI-083 NN	0-D	Tag(s): 3050L3 WORKSTAT COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00
58	4	VZTI-083 NN	0-F	Tag(s): 3050L3 WORKSTAT COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00
59	4	VZTI-323 NN	0-F	Tag(s): 3050L3 WORKSTAT COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
60	4	VZTI-403 NN	0-F	Tag(s): 3050L3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
61	2	VZAL-003	36	Tag(s): 3050L3 WORKSTAT ** PANEL TYPE :3650JN ** COMPOSE, LIGHT BLOCK, 36IN CONTINUED	0.00	0.00



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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# Q	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
62	1.	VZFF-5036-N NNNNR	Tag(s): 3650HN WORKSTAT COMPOSE, FRM,50HX36W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00
63	1.	VZTI-0836-D NN	Tag(s): 3650HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX36IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00
64	1	VZTI-0836-F NN	Tag(s): 3650HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX36IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00
65	1.	VZTI-3236-F NN	Tag(s): 3650HN WORKSTAT COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
66	1	VZTI-4836-F NC	Tag(s): 3650HN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
67	4	VZFF-5030-N NNNNR	Tag(s): 3650HN WORKSTAT  ** PANEL TYPE :3050IN **  COMPOSE, FRM,50HX30W,BS  NOPWR,NO BSTRM/NO BSTRM,NO BLT  PWR,STD	0.00	0.00
68	8	VZTI-4830-F NN	Tag(s): 3050JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00

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SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	
PROPOSAL:	100022	
PROJECT:	18-75	

CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
69 8	VZFF-5030-N 3HNNR	Tag(s): 3050JN WORKSTAT  * * PANEL TYPE : * *  COMPOSE, FRM,50HX30W,BS  3CIR,BS CVHL/NO BSTRM,NO BLT  PWR,STD	0.00	0.00	
70 8	VZTI-4030-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
71 8	VZTI-4830-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
72 2	VZAL-0042	Tag(s): 3050K3 WORKSTAT ** PANEL TYPE: ** COMPOSE, LIGHT BLOCK, 42IN	0.00	0.00	
73 6	VZFF-5030-N 3HHNR	Tag(s): 4250M3 WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	0.00	0.00	
74 12	VZTI-4030-F NN	Tag(s): 3050I3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
75 2	VZFF-5036-N NNNNR	Tag(s): 3050I3 WORKSTAT  ** PANEL TYPE :3650IN **  COMPOSE, FRM,50HX36W,BS  NOPWR,NO BSTRM/NO BSTRM,NO BLT  PWR,STD	0.00	0.00	

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

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CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
76 4	VZTI-4836-F NC	Tag(s): 3650JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
77 2	VZFF-5042-N 3HNNR	Tag(s): 3650JN WORKSTAT  ** PANEL TYPE :4250G3 **  COMPOSE, FRM,50HX42W,BS  3CIR,BS CVHL/NO BSTRM,NO BLT  PWR,STD	0.00	0.00	
78 2	VZTI-4042-F NN	Tag(s): 4250K3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
79 2	VZTI-4842-F NC	Tag(s): 4250K3 WORKSTAT COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
80 1	VZFF-5042-N 3HNNR	Tag(s): 4250K3 WORKSTAT  **PANEL TYPE: 4250H3 ** COMPOSE, FRM,50HX42W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	0.00	0.00	
81 1	VZTI-0842-D NN	Tag(s): 4250M3 WORKSTAT COMPOSE,SINGLE TILE,8IN.HX42IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00	
82 1	VZTI-0842-F NN	Tag(s): 4250M3 WORKSTAT COMPOSE,SINGLE TILE,8IN.HX42IN.W,FABRIC/TACKA	0.00	0.00	

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
		BLE,STD CORE,NO TECH			
83 1	VZTI-3242-F NN	Tag(s): 4250M3 WORKSTAT COMPOSE,SINGLE TILE,32IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
84 1	VZTI-4042-F NN	Tag(s): 4250M3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
85 17	VZAL-5000	Tag(s): 4250M3 WORKSTAT ** END PANEL TYPE ** PANEL, VERTICAL LIGHT BLOCK, 50IN, COMPOSE	0.00	0.00	
86 9	VZCC-0024-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 24IN.W	0.00	0.00	
87 6	VZCC-0060-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 60IN.W	0.00	0.00	
88 3	VZCC-0078-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 78IN.W	0.00	0.00	
89 6	VZCC-0090-A	Tag(s): WORKSTATIONS NE COMPOSE,TOP TRIM 90IN.W	0.00	0.00	
90 11	VZCE-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,END-OF-RUN 50IN.H	0.00	0.00	
91 10	VZCL-5000-A	Tag(s): WORKSTATIONS NE COMPOSE, CONNECTOR TRIM, CORNER, 2-WAY 50IN.H	0.00	0.00	

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
92 1	VZCT-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,CONNECTOR TRIM,CORNER,3-WAY 50IN.H	0.00	0.00	
93 2	VZCX-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,CONNECTOR TRIM,CORNER,4-WAY 50IN.H	0.00	0.00	
94 2	VZEB-0000-3	Tag(s): WORKSTATIONS NE COMPOSE,BASE FEED MODULE,HARDWIRE CONN	0.00	0.00	
95 6	VZFF-5030-N 3HHNR	Tag(s): WORKSTATIONS NE COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	0.00	0.00	
96 6	VZTI-0830-D NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00	
97 6	VZTI-0830-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00	
98 6	VZTI-2430-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,24IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
99 6	VZTI-4030-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK	0.00	0.00	
		S. C. Carlotte and C. Carlotte			

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	
PROPOSAL:	

PROJECT:

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# Q	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
			ABLE,STD CORE,NO TECH			
			Tag(s): 3066M3 (50/16)			
100	9	WURA-1836-L JSB	RECT WORKSURFACE 18D X 36W	0.00	0.00	
			Tag(s): WORKSTATIONS NE			
101	6	WURA-2460-L JSB	RECT WORKSURFACE 24D X 60W	0.00	0.00	
			Tag(s): WORKSTATIONS NE			
102	3	WURA-2478-L JSB	RECT WORKSURFACE 24D X 78W	0.00	0.00	
		0.5.2	Tag(s): WORKSTATIONS NE			
103	18	ZUBF-0000-P N	FLUSH MOUNT PLATE	0.00	0.00	
			Tag(s): WORKSTATIONS NE			
104	13	ZZBD-1600-P	COMPOSE, CNTLVR BRKT, 16IN.D.	0.00	0.00	
		L,	LH			
			Tag(s): WORKSTATIONS NE			
105	14	ZZBD-1600-P R	COMPOSE, CNTLVR BRKT,16IN.D,RH	0.00	0.00	
			Tag(s): WORKSTATIONS NE			
106	9	JPAH-18-S8	X	0.00	0.00	
			SERIES, PEDESTAL, ATTACHED, B/B/F ,18"D, PTDDRWFRT, STL			
			LKRL,LINEAR PULL			
			Tag(s): WORKSTATIONS NE			
107	9	JPAJ-18-S8	X	0.00	0.00	
			SERIES, PEDESTAL, ATTACHED, F/F, 1	3,00	4.00	
			8"D,PTDDRWFRT, STL LKRL,LINEAR PULL			
			Tag(s): WORKSTATIONS NE			
108	9	KZPY-1660	COMPOSE, SLAT TILE, EXT	0.00	0.00	
100		1231	MT,16IN.H X 60IN.W	Jud	0.00	

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

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CLIENT:
PROPOSAL:
PROJECT:

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
109 18	DTLT-2	Tag(s): WORKSTATIONS NE LETTER TRAY	0.00	0.00	
110 9	DTPR-3	Tag(s): WORKSTATIONS NE MOXIE JUMP STUFF PAPER SORTER	0.00	0.00	
111 9	DTWC-2	Tag(s): WORKSTATIONS NE TOOL CUP	0.00	0.00	
112 6	SCH-44-3S	Tag(s): WORKSTATIONS NE VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	
113 9	SCT-20-4112	Tag(s): WORKSTATIONS NE VERY TASK CHAIR, FAB SEAT, MESH BK, HGT ADJ ARMS, ALUM BSE, SFT CTRS, BK LK, W/LUM,	0.00	0.00	
114 9	LSET-2	Tag(s): WORKSTATIONS NE HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 2	0.00	0.00	
115 14	VZAL-0024	- STAFF AREA 201A - * * PANEL TYPE :2450JN * * COMPOSE, LIGHT BLOCK, 24IN	0.00	0.00	
116 7	VZFF-5024-N NNNR	Tag(s): 2450HN WORKSTAT COMPOSE, FRM,50HX24W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00	
117 7	VZTI-0824-D NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX24IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00	

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

06/28/16 INVOICE 107356

SOLD TO: INSTALLED AT:

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

CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22
PROPOSAL:	1000
PROJECT:	18-7

670 022 18-75

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# Q	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED
118	7	VZTI-0824-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,8IN.HX24IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00
119	7	VZTI-3224-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,32IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
120	7	VZTI-4824-F NN	Tag(s): 2450HN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
121	4	VZFF-5030-N NNNNR	Tag(s): 2450HN WORKSTAT COMPOSE, FRM,50HX30W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00
122	8	VZTI-4830-F NN	Tag(s): 3050JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
123	8	VZFF-5030-N 3HNNR	Tag(s): 3050JN WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	0.00	0.00
124	8	VZTI-4030-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00



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SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
125 8	VZTI-4830-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
126 4	VZFF-5030-N 3HHNR	Tag(s): 3050K3 WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	0.00	0.00	
127 8	VZTI-4030-F NN	Tag(s): 305013 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
128 6	VZFF-5030-N 3HHNR	Tag(s): 3050I3 WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	0.00	0.00	
129 6	VZTI-0830-D NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINATE,STD CORE,NO TECH	0.00	0.00	
130 6	VZTI-0830-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	0.00	0.00	
131 6	VZTI-2430-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,24IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
		and the same with			



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CLIENT:	22670
PROPOSAL:	100022
PROJECT:	18-75

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

<u>#</u>	Q	TY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
1	32	6	VZTI-4030-F NN	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
1	133	2	VZFF-5036-N NNNNR	Tag(s): 3066M3 (50/16) COMPOSE, FRM,50HX36W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00	
1	134	4	VZTI-4836-F NC	Tag(s): 3650JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
j	35	1	VZFF-5042-N 3HNNR	Tag(s): 3650JN WORKSTAT COMPOSE, FRM,50HX42W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	0.00	0.00	
d	36	1.	VZTI-4042-F NN	Tag(s): 4250K3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
ij	37	-1	VZTI-4842-F NC	Tag(s): 4250K3 WORKSTAT COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
1	38	1.	VZFF-5042-N NNNNR	Tag(s): 4250K3 WORKSTAT COMPOSE, FRM,50HX42W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	0.00	0.00	



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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
139 1	VZTI-4842-F NC	Tag(s): 4250JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00	
140 7	VZCC-0024-A	Tag(s): 4250JN WORKSTAT COMPOSE,TOP TRIM 24IN.W	0.00	0.00	
141 4	VZCC-0060-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 60IN.W	0.00	0.00	
142 2	VZCC-0078-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 78IN.W	0.00	0.00	
143 5	VZCC-0090-A	Tag(s): WORKSTATIONS NE COMPOSE, TOP TRIM 90IN.W	0.00	0.00	
144 6	VZCE-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,END-OF-RUN 50IN.H	0.00	0.00	
145 7	VZCL-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,CONNECTOR TRIM,CORNER,2-WAY 50IN.H	0.00	0.00	
146 2	VZEB-0000-3	Tag(s): WORKSTATIONS NE COMPOSE,BASE FEED MODULE,HARDWIRE CONN	0.00	0.00	
147 8	VZAR-0000	Tag(s): WORKSTATIONS NE PANEL, RECEPTACLE BLANK COVER, COMPOSE	0.00	0.00	

Tag(s): WORKSTATIONS NE



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22670

CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

MOOET-0000002421

CUSTOMER P/O:

	PRO	OPOSAL: 100022 OJECT: 18-75		SALESPERSON: TERMS:	SUSAN BROWN NET 10 DAYS
# Q1	ΓY	PRODUCT	DESCRIPTION	SELL	EXTENDED
148	5	VZER-0003-M	COMPOSE, RECEPTACLE, TRIPLEX, 15-AMP, 3 CIRCUIT, 332, CM	0.00	0.00
149	38	VZAD-0000-R	Tag(s): WORKSTATIONS NE ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009	0.00	0.00
150	7	WURA-1836-L JSB	Tag(s): WORKSTATIONS NE RECT WORKSURFACE 18D X 36W	0.00	0.00
151	5	WURA-2460-L JSB	Tag(s): WORKSTATIONS NE RECT WORKSURFACE 24D X 60W	0.00	0.00
152	3	WURA-2478-L JSC	Tag(s): WORKSTATIONS NE RECT WORKSURFACE 24D X 78W	0.00	0.00
153	14	ZUBF-0000-P N	Tag(s): WORKSTATIONS NE FLUSH MOUNT PLATE	0.00	0.00
154	2	ZZBD-1600-P L	Tag(s): WORKSTATIONS NE COMPOSE, CNTLVR BRKT,16IN.D, LH	0.00	0.00
155	2	ZZBD-1600-P R	Tag(s): WORKSTATIONS NE COMPOSE, CNTLVR BRKT,16IN.D,RI	H 0.00	0.00
156	Í.	ZZBA-0000-P L	Tag(s): WORKSTATIONS NE SIDE/CORNER BRACKET	0.00	0.00
157	6	JPAH-18-S8	Tag(s): WORKSTATIONS NE X SERIES,PEDESTAL,ATTACHED,B/B/F ,18"D,PTDDRWFRT, STL LKRL,LINEAR PULL	0.00	0.00



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CLIENT:	22670
PROPOSAL:	100022
DPOIECT:	19 75

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
158 6	JPAJ-18-S8	Tag(s): WORKSTATIONS NE X SERIES,PEDESTAL,ATTACHED,F/F,1 8"D,PTDDRWFRT, STL LKRL,LINEAR PULL	0.00	0.00	
159 7	KZPY-1660	Tag(s): WORKSTATIONS NE COMPOSE,SLAT TILE,EXT MT,16IN.H X 60IN.W	0.00	0.00	
160 14	DTLT-2	Tag(s): WORKSTATIONS NE LETTER TRAY	0.00	0.00	
161 7	DTPR-3	Tag(s): WORKSTATIONS NE MOXIE JUMP STUFF PAPER SORTER	0.00	0.00	
162 7	DTWC-2	Tag(s): WORKSTATIONS NE TOOL CUP	0.00	0.00	
163 5	SCH-44-3S	Tag(s): WORKSTATIONS NE VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	
164 7	SCT-20-4112	Tag(s): WORKSTATIONS NE VERY TASK CHAIR, FAB SEAT, MESH BK, HGT ADJ ARMS, ALUM BSE, SFT CTRS, BK LK, W/LUM,	0.00	0.00	
165 2	NCCL-36	Tag(s): WORKSTATIONS NE 36" ROUND TABLE, LAMINATE	0.00	0.00	
166 4	SCH-44-3S	Tag(s): BREAKROOM NEW VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	
		TANK SECOND STATES			



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CLIENT: 22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL: 100022	SALESPERSON:	SUSAN BROWN
PROJECT: 18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
167 5	SCH-44-3S	Tag(s): BREAKROOM NEW VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	0.00	0.00	
168 7	LSET-2	Tag(s): PUBLIC SPACE NE HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 2	0.00	0.00	
169 1	JDSL-3066-J AFSDS	- SMALL OFFICE - X SERIES,RECT DESK,LAM, EB3,30X66,PED,END,PTD,3/4 MOD,CBL MGT	0.00	0.00	
170 1	JPDH-30-S8L D	Tag(s): SM OFFICE NEW X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,30"D,STEEL DRAWER FRONT,STEEL LOCKBAR,LINEAR PULL,LH,3/4 MOD	0.00	0.00	
171 1	JCPT-0230-S 8A	Tag(s): SM OFFICE NEW X SERIES, COMBO UNIT, 27.5"H X 30"W, FILE(L), BOX, BOX(R), LATFIL E, STEEL DRAWER FRONT, STEEL LOCK MATERIAL, LINEAR PULL, ATTACHED, GLIDES	0.00	0.00	
172 12	ZZFD-2400-P NFF	Tag(s): WORKSTATIONS NE COMPOSE WORKSURFACE DBL SUPPORT LEG,STEEL,24IN.D	0.00	0.00	
173 1	SCT-20-4112	Tag(s): WORKSTATIONS NE VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM,	0.00	0.00	



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CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421	
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN	
PROJECT:	18-75	TERMS:	NET 10 DAYS	

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
174 2	LSET-1	Tag(s): SM OFFICE NEW HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1	0.00	0.00
175 1	NCCL-36	* * * ORDER NEW * * * - PHONE AREA 251-1 - 36" ROUND TABLE,LAMINATE	258.28	258.28
176 2	SCH-44-3S	Tag(s): BREAKROOM NEW VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	228.22
177 1	JDSL-2472-J FFSBS	Tag(s): BREAKROOM NEW - SUITE 251B - X SERIES,RECT DESK,LAM, EB3,24X72,END,END,PTD,1/3 MOD,CBL MGT	429.37	429.37
178 1	VZAL-0030	Tag(s): PUBLIC SPACE NE COMPOSE, LIGHT BLOCK, 30IN	8.68	8.68
179 1	VZFF-4230-N 3HNNR	Tag(s): 3042B3 SIF THIS COMPOSE, FRM,42HX30W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	77.43	77.43
180 1	VZTI-0830-D NN	Tag(s): 3042B3 SIF THIS COMPOSE,SINGLE TILE,8IN.HX30IN.W,LAMINATE,STD CORE,NO TECH	29.12	29.12
181 2	VZTI-3230-F NN	Tag(s): 3042B3 SIF THIS COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.91	89.82

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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED	
182	VZAL-0030	Tag(s): 3042B3 SIF THIS COMPOSE, LIGHT BLOCK, 30IN	8.68	8.68	
183 1	VZFF-4230-N NNNNR	Tag(s): 3042CN SIF THIS COMPOSE, FRM,42HX30W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	38.24	38.24	
184 1	VZTI-0830-D NN	Tag(s): 3042CN SIF THIS COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	29.12	29.12	
185	VZTI-3230-F NN	Tag(s): 3042CN SIF THIS COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.91	44.91	
186 1	VZTI-4030-F NN	Tag(s): 3042CN SIF THIS SINGLE TILE,40IN.HX30IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	45.73	45.73	
187	VZAL-0036	Tag(s): 3042CN SIF THIS COMPOSE, LIGHT BLOCK, 36IN	9.15	9.15	
188 1	VZFF-4236-N 3HNNR	Tag(s): 3642A3 SIF THIS COMPOSE, FRM,42HX36W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	81.16	81.16	
189 1	VZTI-0836-D NN	Tag(s): 3642A3 SIF THIS COMPOSE,SINGLE TILE,8IN.HX36IN.W,LAMINATE,STD	31.67	31.67	

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Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

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CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
		CORE,NO TECH			
190 2	VZTI-3236-F NN	Tag(s): 3642A3 SIF THIS COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	49.04	98.08	
191 1	VZAL-4200	Tag(s): 3642A3 SIF THIS PANEL, VERTICAL LIGHT BLOCK, 42IN, COMPOSE	0.90	0.90	
192	WUTS-1266-L JSC	Tag(s): SIF THIS WORKSURFACE,RECT COUNTERTOP,12DX66W,LAM,EDGEBAN D,STD CORE,NO CBL M MGT	80.68	80.68	
193 2	ZZBT-0000-P NE	Tag(s): SIF THIS COMPOSE, COUNTER TOP, BRKT,ALUM TOP CAP SQ	6.71	13.42	
194 1	VZCC-0030-A	Tag(s): SIF THIS COMPOSE, TOP TRIM 30IN.W	17.22	17.22	
195 1	VZCC-0066-A	Tag(s): SIF THIS COMPOSE, TOP TRIM 66IN.W	33.76	33.76	
196 1	VZCE-4200-A	Tag(s): SIF THIS COMPOSE,PANEL TRIM,END-OF-RUN 42IN.H, ALUM	37.68	37.68	
197 I	VZCL-4200-A	Tag(s): SIF THIS COMPOSE,CONNECTOR TRIM,CORNER,2-WAY 42IN.H, ALUM	87.66	87.66	

Tag(s): SIF THIS



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	PR	IENT: OPOSAL: OJECT:	22670 100022 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002421 SUSAN BROWN NET 10 DAYS
# Q	TY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
198	1	VZCW-00		COMPOSE, WALL MOUNT, FITS ALL HEIGHTS	15.62	15.62
199	į.	VZEB-000	00-3	Tag(s): SIF THIS COMPOSE,BASE FEED MODULE,HARDWIRE CONN	60.40	60.40
200	9	VZAD-00	00-R	Tag(s): SIF THIS ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009	0.68	6.12
201	3	VZAR-00	00	Tag(s): SIF THIS PANEL, RECEPTACLE BLANK COVEL COMPOSE	R, 1.13	3.39
202	L	VZER-000	03-M	Tag(s): SIF THIS COMPOSE, RECEPTACLE, TRIPLEX, 15-AMP, 3 CIRCUIT, 332, CM	41.21	41.21
203	Ĺ	JDRL-244 ANNBSS	8-J	Tag(s): SIF THIS - OFFICE 201D - X SERIES,RETURN,LAM,2448,PED,OPE N,1/3 MODESTY,CABLE MGT	174.32	174.32
204	t-	JDSL-307 FFSDN	2-J	Tag(s): TRAINING X SERIES,RECT DESK,LAM, EB3,30X72,END,END,PTD,3/4 MOD,NO CBL MGT	477.00	477.00
205	î	JPDH-24- B	S8L	Tag(s): TRAINING X SERIES,PEDESTAL,ATTACHED DESK,BOX/BOX/FILE,24"D,STEEL DRAWER FRONT,STEEL LOCKBAR,LINEAR PULL,LH,1/3 MOD	207.54	207.54

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CLIENT:	22670
PROPOSAL:	100022
PROJECT:	18-75

CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
206 1	SCT-20-4111	Tag(s): TRAINING VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE HD CTRS,BK LK, W/LUM,	478.88	478.88
207 2	SCH-44-3S	Tag(s): TRAINING VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	228.22
208 1	LSET-1	Tag(s): PUBLIC SPACE NE HW,LOCK SET, KEYED ALIKE,LOCK PLUG AND KEY, QTY OF 1	0.00	0.00
209 1	NCCL-48	Tag(s): PUBLIC SPACE NE - RECEPTION AREA 241-B - 48" ROUND TABLE,LAMINATE	338.07	338.07
210 2	SCH-44-3S	Tag(s): RECEPTION AREA 241-B VERY WIRE STACKER, PLSTC SEAT, PLSTC BK, ARMS, NON GANGING,	114.11	228.22
211 1	45TC-3072-L J7S0A	Tag(s): RECEPTION AREA 241-B - COMPUTER CLASSROOM 232 - 450 SERIES,RECT,30"X72",LAM,EDGEBA ND,40"H,T BASE,STAT,NO MOD,GLD,P	390.38	390.38
212 1	45TC-3072-L J7S0A	- COMPUTER CLASS 201-E - 450 SERIES,RECT,30"X72",LAM,EDGEBA ND,40"H,T BASE,STAT,NO MOD,GLD,P	390.38	390.38



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	PR	IENT: OPOSAL: OJECT:	22670 100022 18-75	Α.	CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002421 SUSAN BROWN NET 10 DAYS
# Q 213		PRODUC EUE1-000 221W		DESCRIPTION FTU,1SD,4 PORT,2 RECPT,NO USB,2 DATA PORTS,NO CABLE GARAGE,CLR ANO ANOD ALUM,WH TCHP,12' CORD	SELL 233.85	EXTENDED 1,403.10
214	6	TA01-022	8-F	Tag(s): SIF THIS WIRE MANAGER, VERTICAL	15.82	94.92
215	6	TARA-30 JSFCG4A		Tag(s): SIF THIS PLANES, TABLE, RT, LAM, 30"X60", EB 3, STD, CO: 1 SD/4 OPN/CNTR, TRAIN, GLD, 29 OPN/CNTR, TRAIN, GLD, 29"H, PTD	556.26	3,337.56
216	12	SCM-45-3	31.	Tag(s): SIF THIS VERY SEMINAR,PLSTC SEAT,TETRO BK,ARM,HD CSTS,	266.74	3,200.88
217	L	VZCC-00	60-A	Tag(s): SIF THIS - STAFF AREA 201A - COMPOSE, TOP TRIM 60IN.W	25.16	25.16
218	1.	VZTI-404 NN	2-F	Tag(s): WORKSTATIONS NE COMPOSE,SINGLE TILE,40IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	51.39	51.39
219	1	VZEK-0R NH	42-3	Tag(s): 4250K3 WORKSTAT COMPOSE,RACEWAY RETROFIT KIT 42IN.W PANEL	62.83	62.83
220	3	VZCW-00	000-P	Tag(s): 4250K3 WORKSTAT COMPOSE, WALL MOUNT, FITS ALL HEIGHTS	15.62	46.86
				CONTRACTOR CONTRACTOR AND		

Tag(s): 4250K3 WORKSTAT



Phone: 303-824-2000 Fax: 303-824-2001 06/28/16 INVOICE 107356

SOLD TO:	INSTALLED AT:		

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

PR	JENT: 22 OPOSAL: 100 OJECT: 18-7		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002421 SUSAN BROWN NET 10 DAYS
# QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
221 21	VZAL-5000	PANEL, VERTICAL LIGHT BLOCK, 50IN, COMPOSE		18.90
222 2	VZCE-5000-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,END-OF-R 50IN.H	UN 43.17	86,34
223 I	VZEB-0000-3	Tag(s): WORKSTATIONS NE COMPOSE,BASE FEED MODULE,HARDWIRE CONN	60.40	60.40
224 8	ZZBD-1600-P L	Tag(s): WORKSTATIONS NE COMPOSE, CNTLVR BRKT,16IN.D, LH	10.01	80.08
225 9	ZZBD-1600-P R	Tag(s): WORKSTATIONS NE COMPOSE, CNTLVR BRKT,16IN.D,I	RH 10.01	90.09
226 1	JPAH-18-S8	Tag(s): WORKSTATIONS NE X SERIES,PEDESTAL,ATTACHED,B/B ,18"D,PTDDRWFRT, STL LKRL,LINEAR PULL	197.93 8/F	197.93
227	JPAJ-18-S8	Tag(s): WORKSTATIONS NE X SERIES,PEDESTAL,ATTACHED,F/F 8"D,PTDDRWFRT, STL LKRL,LINE/ PULL		178.72
228 1	VZAL-0024	Tag(s): WORKSTATIONS NE - RECEPTION 201C - COMPOSE, LIGHT BLOCK, 24IN	8.23	8.23
229 I	VZFF-4224-N 3HNNR	Tag(s): 2442B3 SIF THIS COMPOSE, FRM,42HX24W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT	73.70	73.70
		Section 1 April 1 and 1 April 2 April		

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## SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	
PROPOSAL:	

PROJECT:

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
		PWR,STD			
230 1	VZTI-0824-D NN	Tag(s): 2442B3 SIF THIS COMPOSE,SINGLE TILE,8IN.HX24IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	26.57	26.57	
231 2	VZTI-3224-F NN	Tag(s): 2442B3 SIF THIS COMPOSE,SINGLE TILE,32IN.HX24IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	40.79	81.58	
232 2	VZAL-0036	Tag(s): 2442B3 SIF THIS COMPOSE, LIGHT BLOCK, 36IN	9.15	18.30	
233 2	VZFF-4236-N 3HNNR	Tag(s): 3642B3 SIF THIS COMPOSE, FRM,42HX36W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	81.16	162.32	
234 2	VZTI-0836-D NN	Tag(s): 3642B3 SIF THIS COMPOSE,SINGLE TILE,8IN.HX36IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	31.67	63.34	
235 4	VZTI-3236-F NN	Tag(s): 3642B3 SIF THIS COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	49.04	196.16	
236 1	VZAL-0030	Tag(s): 3642B3 SIF THIS COMPOSE, LIGHT BLOCK, 30IN	8.68	8.68	
237 1	VZFF-4230-N NNNR	Tag(s): 3042CN SIF THIS COMPOSE, FRM,42HX30W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT	38.24	38.24	

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CLIENT:	
PROPOSAL:	
PROJECT:	

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
		PWR,STD		
238 1	VZTI-0830-D NN	Tag(s): 3042CN SIF THIS COMPOSE,SINGLE TILE,8IN.HX30IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	29.12	29.12
239 1	VZTI-3230-F NN	Tag(s): 3042CN SIF THIS COMPOSE,SINGLE TILE,32IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	44.91	44.91
240 1	VZTI-4030-F NN	Tag(s): 3042CN SIF THIS SINGLE TILE,40IN.HX30IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	45.73	45.73
241 1	VZAL-0036	Tag(s): 3042CN SIF THIS COMPOSE, LIGHT BLOCK, 36IN	9.15	9.15
242 1	VZFF-4236-N NNNNR	Tag(s): 3642CN SIF THIS COMPOSE, FRM,42HX36W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT PWR,STD	41.87	41.87
243 1	VZTI-0836-D NN	Tag(s): 3642CN SIF THIS COMPOSE,SINGLE TILE,8IN.HX36IN.W,FABRIC/TACKA BLE,STD CORE,NO TECH	31.67	31.67
244 1	VZTI-3236-F NN	Tag(s): 3642CN SIF THIS COMPOSE,SINGLE TILE,32IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	49.04	49.04
		CONTINUED		

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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22
PROPOSAL:	1000
PROJECT:	18-7

22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
245 1	VZTI-4036-F NN	Tag(s): 3642CN SIF THIS COMPOSE,SINGLE TILE,40IN.HX36IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	48.56	48.56
246 3	VZAL-4200	Tag(s): 3642CN SIF THIS PANEL, VERTICAL LIGHT BLOCK, 42IN, COMPOSE	0.90	2.70
247	WUTS-1266-L JSC	Tag(s): SIF THIS WORKSURFACE,RECT COUNTERTOP,12DX66W,LAM,EDGEBAN D,STD CORE,NO CBL M MGT	80.68	80.68
248 2	ZZBT-0000-P NE	Tag(s): SIF THIS COMPOSE, COUNTER TOP, BRKT,ALUM TOP CAP SQ	6.71	13.42
249 1	VZCC-0066-A	Tag(s): SIF THIS COMPOSE, TOP TRIM 66IN.W	33.76	33.76
250 1	VZCC-0096-A	Tag(s): SIF THIS COMPOSE, TOP TRIM 96IN.W	44.52	44.52
251 1	VZCE-4200-A	Tag(s): SIF THIS COMPOSE,PANEL TRIM,END-OF-RUN 42IN.H, ALUM	37.68	37.68
252 1	VZCL-4200-A	Tag(s): SIF THIS COMPOSE,CONNECTOR TRIM,CORNER,2-WAY 42IN.H, ALUM	87.66	87.66
253 1	VZCW-0000-P	Tag(s): SIF THIS COMPOSE, WALL MOUNT, FITS ALL HEIGHTS	15.62	15.62

CONTINUED...

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SOLD TO: INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT:	22670	CUSTOMER P/O:	MOOET-0000002421
PROPOSAL:	100022	SALESPERSON:	SUSAN BROWN
PROJECT:	18-75	TERMS:	NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED	
254 1	VZEB-0006-H 3	Tag(s): SIF THIS COMPOSE,BASE FEED MODULE,HARDWIRE CONN 6FT	69.21	69.21	
		Tag(s): SIF THIS  *** UNUSED PRODUCT ***  *** NOTE: WILL REQUOTE  STORAGE FEE AFTER INSTALL **  *			
255	LOT	ENCLOSE WALLS - 86 LINEAL FEET PER HAWORTH DRAWING	0.00	0.00	
256 10	SCL-44-0H	VERY SIDE STOOL,PLSTC SEAT,PLSTC BK,ARMLESS,PLSTC GLD,	0.00	0.00	
257 2	SCT-20-4112	Tag(s): PUBLIC SPACE NE VERY TASK CHAIR,FAB SEAT,MESH BK,HGT ADJ ARMS, ALUM BSE,SFT CTRS,BK LK, W/LUM,	0.00	0.00	
258 1	VZFF-5024-N 3HHNR	Tag(s): PUBLIC SPACE NE COMPOSE, FRM,50HX24W,BS 3CIR,BS CVHL/CVHL,NO BLT PWR,STD	0.00	0.00	
259 2	VZTI-4024-F NN	Tag(s): 2450I3 WORKSTAT SINGLE TILE,40IN.HX24IN.W,FOR USE W/COMPOSE,FABRIC/TACKABLE,STD CORE,NO TECH	0.00	0.00	
260 1	VZFF-5030-N NNNR	Tag(s): 2450I3 WORKSTAT COMPOSE, FRM,50HX30W,BS NOPWR,NO BSTRM/NO BSTRM,NO BLT	0.00	0.00	
		The Art and Arthurson of the Control			

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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS: MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
		PWR,STD		
261 2	VZTI-4830-F NN	Tag(s): 3050JN WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
262 2	VZFF-5030-N 3HNNR	Tag(s): 3050JN WORKSTAT COMPOSE, FRM,50HX30W,BS 3CIR,BS CVHL/NO BSTRM,NO BLT PWR,STD	0.00	0.00
263 2	VZTI-4030-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,40IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
264 2	VZTI-4830-F NN	Tag(s): 3050K3 WORKSTAT COMPOSE,SINGLE TILE,48IN.HX30IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
265 6	VZGS-1660-1	Tag(s): 3050K3 WORKSTAT COMPOSE,GLASS STACK 16IN.H X 60IN.W	0.00	0.00
266 1	VZTI-4842-F NC	Tag(s): 3066M3 (50/16) COMPOSE,SINGLE TILE,48IN.HX42IN.W,FABRIC/TACK ABLE,STD CORE,NO TECH	0.00	0.00
267 1	VZCC-0084-A	Tag(s): 4250JN WORKSTAT COMPOSE,TOP TRIM 84IN.W	0.00	0.00
		Tag(s): WORKSTATIONS NE		



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CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

	PR	IENT: OPOSAL: OJECT:	22670 100022 18-75		CUSTOMER P/O: SALESPERSON: TERMS:	MOOET-0000002421 SUSAN BROWN NET 10 DAYS
# 0	TY	PRODUC	T	DESCRIPTION	SELL	EXTENDED
268	2	VZCX-50		COMPOSE,CONNECTOR TRIM,CORNER,4-WAY 50IN.H	0.00	0.00
269	8	VZAR-00	00	Tag(s): WORKSTATIONS NE PANEL, RECEPTACLE BLANK COVE COMPOSE	R, 0.00	0.00
270	5	VZER-000	03-M	Tag(s): WORKSTATIONS NE COMPOSE, RECEPTACLE, TRIPLEX, 15-AMP, 3 CIRCUIT, 332, CM	0.00	0.00
271	38	VZAD-00	00-R	Tag(s): WORKSTATIONS NE ELEC COMP, DATA BLANK COVER, HARD SURF TILES ALL MANUF DATES, FABRIC TILES MANUF AFTER 3/17/2009	0.00	0.00
272	į.	VZCE-660	00-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,END-OF-RU 66IN.H	N 0.00	0.00
273	5	VZCS-000	00	Tag(s): WORKSTATIONS NE COMPOSE,CORNER BLOCK ASSEMBLY,90DEG	0.00	0.00
274	5	VZCT-660	00-A	Tag(s): WORKSTATIONS NE COMPOSE,CONNECTOR TRIM,CORNER,3-WAY 66IN.H	0.00	0.00
275	Į.	VZVE-16	00-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,VARIABLE,END-OF-RUN 16IN.H	0.00	0.00
276	5	VZVT-16	00-A	Tag(s): WORKSTATIONS NE COMPOSE,PANEL TRIM,VARIABLE,3-WAY 16IN.H	0.00	0.00

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INSTALLED AT:

CITY & COUNTY OF DENVER 201 WEST COLFAX DEPT.908 ATTN: ACCTS PAYABLE DENVER, CO 80202 CITY & COUNTY OF DENVER ARIE P. TAYLOR BUILDING 4685 PEORIA ST. DENVER, CO 80239

CLIENT: PROPOSAL: PROJECT: 22670 100022 18-75 CUSTOMER P/O: SALESPERSON: TERMS:

MOOET-0000002421 SUSAN BROWN NET 10 DAYS

# <u>QTY</u>	PRODUCT	DESCRIPTION	SELL	EXTENDED
277 2	ZZFS-1800-L NEJ	Tag(s): WORKSTATIONS NE WORKSURFACE SUPPORT PANEL,18IN.W	0.00	0.00
278 15	PEAR HOURS	Tag(s): WORKSTATIONS NE DESIGN & PROJECT MANAGEMENT SERVICES - DISCOUNTED CITY RATE	65.00	975.00
279 1	INSTALL	REMOVAL OF EXISTING FURNITURE AFTER HOURS WORK DONE 5/19, 5/20 & 5/21	7,714.29	7,714.29
280 1	INSTALL	LABOR TO INSTALL ALL OF THE ABOVE LABOR DONE 6/17	13,668.57	13,668.57

PRODUCT SUBTOTAL	15,116.31
PROJ MGT/DESIGN FEES	975.00
INSTALLATION	21,382.86
FINAL TOTAL	37,474.17
PAY THIS AMOUNT	37,474.17

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## 1. PROTECTED INFORMATION AND DATA PROTECTION

- 1.1. Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.
- 1.2. Personal Information: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement.
- **1.3.** Safeguarding Protected Information: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal

authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S.

- 1.4. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.
- 1.5. <u>Data Retention</u>, <u>Transfer</u>, <u>Litigation Holds</u>, <u>and Destruction</u>: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information</u>. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such

data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

- 1.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 1.7. <u>Background Checks</u>: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary 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 Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 1.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use,

- modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentially of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.
- 1.9. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City 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 in connection with a Security Breach or lawful notices.
- 1.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentially of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.