

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2011, ("Effective Date") between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **HSS, INC.**, a Colorado corporation, with its principal place of business located at 900 South Broadway, Suite 100, Denver, CO 80209 (the "Contractor"), collectively "the Parties."

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Manager of General Services ("Manager") or the Manager's Designee.

2. **SERVICES TO BE PERFORMED:**

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

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

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

3. **TERM:** The Agreement will commence on March 1, 2011 and will expire on December 31, 2015 (the "Term"). Subject to the Manager's prior written authorization and consent of the Contractor, and with written notice to the Controller's Office, the Contractor and the City may continue the Term of the Agreement at the same prices and conditions set out herein for up to two additional one (1) year periods.

4. **COMPENSATION AND PAYMENT:**

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

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

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required

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by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

- (1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THIRTY MILLION DOLLARS** (\$30,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.
- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

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

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

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

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

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

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, 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.

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

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

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

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

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

i. **Excess/Umbrella Liability:** Contractor shall maintain excess liability limits of Three Million Dollars (\$3,000,000.000). Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

j. **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

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

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

10. DEFENSE AND INDEMNIFICATION

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

b. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party

sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Contractor 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.

d. 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.

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

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

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

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

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

Manager of Purchasing
201 West Colfax Avenue, Dept. 304
Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

20. 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.

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

22. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

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

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

26. NONDISPLACEMENT OF QUALIFIED WORKERS

a. Consistent with the efficient performance of this contract, the Contractor and any subcontractors shall, except as otherwise provided herein, in good faith offer those employees

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

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

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

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

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

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

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

27. 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.

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

29. 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.

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

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

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

33. CITY INFORMATION:

a. 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 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" and provided to or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

b. 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 the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this 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 Proprietary Data or confidential information without written authorization from the Manager.

c. The Contractor acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Contractor is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

d. The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, any Proprietary Data, or any confidential information shall be deemed to be the sole property of the City and all rights, including copyright, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. 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 Manager; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (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.

e. The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data 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.

f. 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.

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

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

dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

36. LETTER OF CREDIT: To insure Contractor's performance under this Agreement, the Contractor has provided an irrevocable letter of credit in the amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00), a copy of which is attached hereto as Exhibit C. The Letter of Credit must be either renewed annually by the institution named in the Letter of Credit or replaced with an identical Letter of Credit covering the subsequent year of the Agreement issued by another institution which has been approved in advance by the Manager. If the Manager does not receive written notice from the institution at least one-hundred and twenty (120) days before it expires or does not receive a substitute Letter of Credit in the form required by the City from an approved institution at least one-hundred and twenty (120) days before the Letter of Credit expires, then the Contractor shall be in default of this Agreement and the Manager may immediately terminate this Agreement by giving the Contractor written notice of such default. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain the Letter of Credit or extend same.

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

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

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such - or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

38. 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.

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THE PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Manager of General Services

APPROVED AS TO FORM:

DAVID R. FINE,
CITY ATTORNEY for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. PC15004

By: _____
Auditor

ATTEST: [If required by Corporate
procedures]

By: _____
Title: Secretary

"CITY"

HSS, INC.
Taxpayer (IRS) I.D. No. 84-1098613

By: Wayne V Schell
Name: WAYNE V Schell
(please print)
Title: CEO

"CONTRACTOR"

EXHIBIT A SCOPE OF WORK
EXHIBIT B CERTIFICATE OF INSURANCE
EXHIBIT C LETTER OF CREDIT
EXHIBIT D TRAINING PROGRAM

EXHIBIT A
SCOPE OF WORK
HSS, Inc

HSS, Inc hereinafter referred to as the 'Contractor' shall provide Unarmed and Armed Security Personnel Services to the City in accordance with this scope of work and all other terms and conditions herein.

Services shall be provided at various locations under the control of General Services ("GS") Facilities Management, Wastewater Management, Department of Human Services, G.S. Purchasing Division, or any other City agency or location, as may be required in the future. Current levels of coverage for service requirements are given herein. However, the City reserves the right to add or delete service locations as required and to increase, reduce or eliminate the quantity of personnel or personnel hours as deemed necessary.

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

I. GENERAL SECURITY PERSONNEL DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

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

A. General Security Personnel Duties

Security Personnel are to be responsible for all phases of building / site protection. Specific duties and post orders will vary based on the unique needs of the assignment, post and location. It is City's expectation that the Contractor will consult and collaborate with the City to formulate optimal post orders; however, for some locations, the post orders will be provided to the Contractor by the City. In general, duties may include but are not limited to, the following:

1. Secure City property against fire, theft, pilferage, destruction, and vandalism.
2. Permit only authorized persons to enter restricted areas.
3. Screen individuals entering public buildings/ facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
4. Report violations of fire safety regulations.
5. Conduct security tours/ patrols of premises and report damages/ concerns

- a. Security Personnel may be required to conduct and log specified interval checks of facility doors, entry ways, hallways, stairwells, key controlled elevators, and etcetera. (as applicable)
- 6. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 - a. Security Personnel may be required to record the gauge readings of various building systems-(boiler, mechanical rooms, and etcetera.)
- 7. Provide general information to the general public-(directions to buildings, offices, floors, and etcetera.)
- 8. Perform additional duties unique and as required to individual agencies and/ or locations.
 - a. Other duties may include but are not limited to special orders, additional tours of duty, additional personnel requirements and etcetera. Instructions may change at any time; however, twenty-four (24) hours notice will be generally be given to the Contractor by the City.

B. Security Personnel Conduct and Expectations

- 1. Security Personnel are to maintain continual high standards of professional conduct while on duty.
 - a. They are to be courteous, polite, and professional in their duties; especially when dealing with the general public.
- 2. No visitors or guests of Security Personnel will be permitted to loiter on the job site at any time. Contractor personnel may not bring pets, guard dogs, or other animals on the site without the specific written permission of the City.
- 3. Security Personnel carrying weapons may only carry weapons which have been approved, and/or issued by the Contractor, and for which a minimum of 24 hours of specialized training has been completed.
- 4. Security Personnel are to remain in continuous contact with their supervisory personnel by radio or telephone, throughout their shift.
- 5. Security Personnel shall be alert and awake at all times. To assure this, the Contractor shall not assign any person to perform security services

hereunder who has worked in any capacity in excess of twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week.

6. All Security Personnel are to be free from any condition that might adversely affect fitness for the duties of their position.
7. Security Personnel are to remain on the property throughout their entire shift, or until properly relieved by another Security Agent/ Supervisor.
 - a. Security Personnel will remain on active patrol, or in an approved location.
 - b. Patrols may be required to use electronic tour systems.
8. Meal breaks are to be taken on the site or within a five (5) minute walk from client agency location or as allowed by that location's City security administrator. Security Personnel will remain observant during the meal break and be prepared to respond as required. No eating or drinking will be permitted at any security post. No coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment. Reading material, cooking appliances, hobby craft materials, or any other non-essential material will not be allowed on the site unless specifically authorized by the City.
9. Sleeping during shift(s) is prohibited.
10. Security Personnel are to be trained to respond appropriately with both firmness and politeness in the case of aggressive or belligerent behavior by an occupant or visitor. If such action does not result in neutralization of situation; they are to calmly refer the occupant or visitor to Security Supervisor for assistance, in the event of menacing or threats, they are to call 911.
11. No Security Personnel shall use physical force against any person, except for the use of reasonable force only to protect oneself, or another person, and then only as a last resort.
12. Prior to assignment, Security Personnel are to be educated with building/ facility layout, equipment at their assignment or post, locations of fire extinguishers and /or other emergency equipment.
13. Security Personnel are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
14. All Security Personnel are to sign in and out in a personnel log (electronic or written).

15. Notations are to be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.
16. Courtesy: The facilities, locations and agencies are accessible to occupants and the general public.
- a. Security Personnel interactions with the public should reflect well upon the City.
 - b. In event of lack of courtesy or responsiveness, the City may require a corrective action for the employee(s) in question and at the City's discretion may require removal of the employee(s) from assignment.
17. Adherence to the Mayor's Executive Order No. 94
- a. Pursuant to the terms of the Mayor's Executive Order No. 94, all Contractors with the City and their employees are prohibited in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or while performing City business. Contractors and their employees are also prohibited in the consumption of alcohol or being under the influence of alcohol while on duty.
 - b. Contractor personnel in or near City premises shall not consume alcohol during lunch breaks and/ or immediately before/ shift(s).
 - c. Contractor is to require employees to submit to blood, urine, or other alcohol or drug screening where there is reasonable suspicion of use and/or influence of alcohol or drugs. Drug or alcohol screening may also be justified where a work place accident may have been drug or alcohol related.
 - d. These policy provisions are applicable to contract personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring contract personnel from City facilities or participating in City operations. The Contractor is to refer to Executive Order No. 94 for the specific provisions of this policy.
18. Offensive Language, Smoking/ Tobacco
- a. Offensive language used by Contractor's personnel will not be tolerated by the City.

- b. City and County of Denver facilities are smoke-free workplaces; Contractor's employees must comply with each City facility's smoking policy or the Contractor's; whichever is more stringent.

19. Appearance

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

20. UNSATISFACTORY PERSONNEL:

- a. If, at any time, the City determines that any of the Contractor's personnel is unsatisfactory, then the Contractor, within a reasonable time to be determined in consultation with the City, to the extent it is able to do so without violating civil rights or employment laws, shall replace that person with one who is satisfactory to the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees from any action as a result thereof, except that Building Manager need not indemnify and hold harmless the City from

damages caused by the City, its officers, agents and employees. Such personnel shall not be re-assigned to any other post, agency or facilities covered by this contract without the expressed written approval of the Manager of General Services or their designee.

C. Qualifications of Security Personnel

1. Merchant Guard License

- a. Security Personnel assigned to the City shall be at least 21 years of age, possess a valid State of Colorado driver's license, and possess a valid Merchant Guard license issued by the City, as prescribed in Denver Revised Municipal Code (DRMC) Chapter 42 Article 5. Each Security Agent must have in their possession the required license or permit prior to being assigned to City service.

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

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

3. Citizenship

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

4. Literacy

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

5. Job Knowledge / Cognition

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

D. Qualifications of Security Supervisory Personnel

1. In addition to all the requirements above, Security Supervisors at all levels must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor is to have a minimum of two years of successful supervisory experience in the security or law enforcement field or in the military.

II. PROPERTY AND EQUIPMENT:

A. City Property

1. The City will provide the following:
 - a. X-Ray Machines
 - b. Magnetometers
 - c. Security Wands
 - d. Radios (when provided by the City Agency(s))
 - e. Additional Miscellaneous Equipment as provided by the City Agency

B. Property Accountability

1. All property furnished by the City and County of Denver to the Contractor under this contract shall remain the property of the City. Upon termination

of this contract, the Contractor is to promptly return all such property to the City. The Contractor and the City will take an inventory account of all property upon the commencement of the contract.

2. This account may be reviewed periodically / yearly or when new or additional equipment is added. Upon termination of contract, both parties will review and coordinate the allocation of property.
3. Any City-owned equipment which is lost or broken by the Contractor's personnel is to be reported and be replaced at the Contractor's expense within seven (7) calendar days of the loss or breakage. If lost or broken equipment is not replaced within seven (7) calendar days of the loss or breakage of same, deductions from unpaid balances may be made for the replacement value of the lost or broken equipment.

C. Uniforms Requirements

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

- i. Shirts, (3)
 - ii. Trousers, (2)
 - iii. Winter coat-(1)
 - iv. Sweater-(1)
 - v. Rain wear-(1) (as applicable)
 - vi. Winter stocking cap-(1)(as applicable)
 - vii. Baseball Cap (as applicable)
 - viii. Other as needed by the employee
- f. NOTE: It is not required that Security Personnel wear neckties; they may wear a white tee shirt or a black (or other acceptable color) turtleneck under their uniform.

5. Armed Security Personnel Equipment

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

D. Digital Assistant (PDAS)

- 1. PDA's will be provided for service at no additional cost and shall remain the property of the Contractor.
- 2. They will be issued to:
 - a. Patrolling Personnel
 - b. Supervisors
 - c. Roving staff

3. They shall be capable of:
 - a. Two way communication
 - b. Photography
 - c. Texting
 - d. Email
 - e. Recording (audio and video)
 - f. Other applications/ programs as required
4. All updates, maintenance, content, and service associated with the Contractor provided PDA's is the sole responsibility of the Contractor.
5. Upon City request or law enforcement directive, the Contractor shall provide relevant PDA data to the City including but not limited to the following: video and/or images and/or sound recordings in relation to but not limited to vandalism, committed crimes, and maintenance concerns.

III. CONTRACT PERSONNEL POSITIONS:

- A. The City requires the following onsite personnel (subject to change):
 1. One (1)-Account Manager/Director of Security who will report directly to Manager of General Services and Facilities Management (FM) Director. This position will oversee day-to-day operation of FM Facilities and will also direct entire (Non-DIA) City operation and provide support to Public Works Waste Water Division and Human Services City Managers and other Agencies as well.
 - a. He/ She will be stationed in the Webb Building.
 2. One (1)-Assistant Account Manager who will report to and support the Contractor Account Manager.
 - a. He/ She will be stationed in the Webb Building unless directed otherwise.

3. One(1)-Site Security Supervisor for Public Works Waste Water Division
 - a. He/ She will be stationed in the Waste Water Building.
4. One(1)-Site Security Supervisor for Department of Human Services
 - a. He/ She will be stationed in the Castro Building.
5. Multiple-Security Personnel-Un-Armed
6. Multiple-Security Personnel-Armed
7. Miscellaneous Positions (as required)- Including but not limited to:
Assistant Supervisor(s), Scheduler(s), Trainer(s), Dock Manger(s), and
etcetera.
8. Positions may be added or deleted at the discretion of the City.

IV. COMPENSATION/ WAGES-REQUIRED MINIMUMS:

A. Wage Rates-City Minimum Hourly Pay Rate

The following minimum rates establish the baseline by which all Billing Rate Percentage Mark-Up will be applied.

1. Account Manager/Director of Security
\$28.85/ Hour
2. Assistant Account Manager
\$21.63/ Hour
3. Scheduler: Unarmed
\$16.00/ Hour
4. Lead-Trainer
\$17.50/ Hour
5. Security Supervisor (Shift/ Roving): Unarmed
\$15.25/ Hour.
6. Assistant Security Supervisor (Shift/ Roving): Unarmed
\$14.75/ Hour.
7. Security Personnel: Info. Desk, Rover, Dock, Screening: Unarmed
\$13.50/ Hour
8. Armed Security Personnel, Entry Level (during 6 months probation):
\$14.00/ Hour
9. Armed Security Personnel, Experienced:
\$15.50/ Hour

10. Armed, Experienced On-site Security Supervisor:
\$17.50/ Hour.

11. Training Rate Security Personnel Armed and Unarmed
\$10.60/ Hour.

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

B. Payment of Living Wages Provisions

This contract shall be subject to the following provisions concerning the payment of living wages to Covered Workers: Section 20-80 of the City's Revised Municipal Code and, in the event of any inconsistency between the Code provisions and following provisions, the Code provisions shall govern.

1. The Living Wage Rate as of February 1, 2009 (not updated as of contract date) is \$10.60/hour.
2. Every person engaged in the work of a parking lot attendant, security agent, or child care worker at any public building or public parking facility owned by the City, or clerical support worker, pursuant to a direct service contract with the City, shall be paid not less than the Living Wage as set forth.
3. The Contractor or his/her subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such Covered Workers.
4. The Contractor shall post in a prominent and easily accessible place to Covered Workers at the site of the work the scale of the Covered Workers' wages to be paid by the Contractor and all subcontractors working under the Contractor.
5. If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the City may, at its option, by written notice to the Contractor, withhold further payments to the Contractor, or suspend or terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages.

In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned the City thereby.

6. The Contractor shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such records will include the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.
7. The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.
8. As used herein, the "Living Wage" shall equal the amount set forth as the poverty guideline for the forty-eight (48) contiguous states and the District of Columbia for a family unit of four (4), updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.

V. CONTRACT RATE ADJUSTMENT/ ADDITIONAL POSITIONS:

A. Adjustment

1. The Contractor may submit one annual request to the Manager of General Services on or before March 31st of every year beginning in 2012 for adjustment of minimum hourly wage rates for Contractor personnel for the next calendar year-Starting January 1.
2. The City will consider adjusted minimum rates beginning in 2013 for those Security Personnel who will have acquired a minimum 2080 hours while performing for the City under this contract.
3. Such request is to be accompanied by a justification letter, support documentation, and estimated City expense related to the adjustment. In addition, the City reserves the right to accept, reject, or negotiate the minimum hourly wage adjustment. The following list includes but is not limited to factors the City will consider upon an adjustment request.

- a. Budgetary constraints
- b. City employee furlough days
- c. City employee pay freezes.

Note: Contractor may compensate their personnel above the City required minimum wage rate; however, additional compensation is to be inclusive in their proposed Billing Rate Percentage Mark-Up.

B. Additional Positions: The City and Contractor shall negotiate the minimum wage of added positions through out the term of the contract.

VI. BENEFITS-REQUIRED MINIMUMS:

A. The following basic benefits shall be paid to all employees, and incorporated into Contractor's Billing Rate Percentage Mark-Up.

1. Holidays:

- a. Holiday pay shall be compensated at a rate of time and one-half for the following ten (10) holidays for service hours worked on the actual holiday.
- b. New Year's Day; Martin Luther King Day; President's Day; Caesar Chavez Day; Memorial Day; July 4th; Veterans Day; Labor Day; Thanksgiving Day; Christmas Day-See D.R.M.C 18-142.

2. Vacation/Personal-Days:

- a. All personnel are to be given a minimum of five (5) days of paid vacation/personal days per year.

3. Overtime (non-City requested):

- a. Security Personnel shall be paid time and one-half wages for any hours exceeding forty (40) hours per week.

4. NOTE: The City will not compensate the Contractor for Holiday overtime worked by its employees or employee vacation/ personal days. All costs associated with holidays and vacation pay above must be incorporated into the Contractor's Billing Rate Percentage Mark-Up. The Contractor is to establish a comprehensive management plan for the contract to manage overtime to its employees.

5. Overtime (City requested)

- a. The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems. However, there may arise occasions where, AT THE CITY'S REQUEST, an individual Security Agent is requested to be held over at overtime pay. In that instance the Contractor may bill the City the actual additional cost. See Section 16

B. Benefits—Comprehensive-Included within the Contractor's Billing Rate Mark-up

- a. Contractor shall provide the following comprehensive benefits to all regularly scheduled personnel including all part time personnel who are regularly scheduled to work 20 hours or more a week in addition to their net hourly wage rates. The City will not compensate the Contractor for any costs associated with any required benefits described below:

6. Medical and Dental Benefits

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

7. Vacation & Sick Leave Benefit

- a. Contractor shall provide a benefit of Personal Hours Leave (PHL) to full-time employees to compensate an eligible employee during an absence from work due to vacation or a personal reason. This is a minimum of one week (40 hours) per year for eligible employees. In addition, Contractor shall provide Catastrophic Sick Leave (CSL) to full-time employees after a year of employment to compensate an eligible employee during an absence from work due to a serious injury or illness (40 hours per year). PHL/CSL hours can carry over from year to year, up to a maximum of 160 PHL hours and 200 CSL hours.

8. Vision Program

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

9. 401(K) Plan

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

10. 401(k) Employer Match-

- a. In addition to making an "elective deferral" to the 401(k) Plan, an employee may be eligible to receive a contribution from the Contractor. Contractor shall contribute an annual discretionary amount of an eligible employee's base wages to the 401(k) Plan PROVIDED an employee is over age 21 and:
 - i. Has completed at least one year of employment
 - ii. Works a minimum of 1,000 hours in a 12-month period
 - iii. Makes an "elective deferral" of at least 3% of base wages to the 401(k) Plan.

11. Performance-based Incentive, Recognition and Rewards Program

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

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

VII. TRAINING:

A. Training Requirements (General)

1. Contractor is to have an established training program in which all Security Personnel have participated/ tested in. The training must be provided by a certified instructor and documented for each employee.
2. The Contractor is to provide, at their own expense, a minimum of forty-eight (48) hours of training for Unarmed Security Personnel and seventy-two (72) hours for Armed Security Personnel prior to their assignment to a City facility. The training provided by the Contractor is to be comprehensive in order to assure Security Personnel will perform their duties effectively.
3. In addition, to the formal training for new hires, the Contractor is to provide ongoing on-the-job training in response to Security Personnel needs and changing conditions to ensure he/she is performing to the satisfaction of the City.
4. Security Personnel training is to include but not limited to the following:
 - a. Operational orientation: Policies, procedures, rules and regulations;
 - b. Legal Restrictions: Problem solving exercises related to how to determine: 'probable cause,' 'use of force,' Security Personnel rights and responsibilities in detaining suspects, confrontational situations, and apprehending suspects;

- c. Patrols: Methods of patrolling offices, public buildings, exterior walkways, parking areas, safe conduct of patrol rounds and defensive measures in confrontational situations;
 - d. Report Writing: How to prepare, draft, review, and submit relevant information for City personnel along with insurance, investigative, or litigation purposes;
 - e. Radio Communications: Radio operations-routine and emergency situations;
 - f. Evacuation Procedures: Actual walk-through of emergency evacuation for all facilities. Evacuation of handicapped persons training and activation of evacuation systems, emergency communications systems, and etcetera;
 - g. First Responder/ First Aid: Certified Red Cross instruction including Cardio-pulmonary resuscitation (CPR);
 - h. Self -Defense techniques;
 - i. Alarm system orientation: Identification and discussion of various alarm devices found on City property;
 - j. Armed and Supervisory Personnel will be trained in the use of hand-cuffs: Including the proper methods of immobilizing subject, performing body search and applying hand-cuffs without injury;
 - k. Training is to include appearance, courtesy, and customer service to the public. New Security Personnel training shall also include training specific to the duties required at specific City facilities. Security Personnel and supervisors shall be familiar with site location details and provide accurate directions to the public;
5. Security Personnel, where applicable, are to be trained in the operation of x-ray scanning devices, walk-thru metal detectors, hand-wands and also visual recognition of weapons, drugs and other illegal items and the use of computer operated monitoring systems.

a. Armed Security Personnel-Training and Requirements

B. Training Requirements

- a. The Contractor shall be responsible for training Armed Security Personnel in the use of weapons (including firearms).

- b. The possession and use of weapons by Security Personnel shall be in strict conformance with all applicable and jurisdictional laws of the U.S. Government, The State of Colorado and the City and County of Denver.
- c. All Security Personnel who are authorized to wield weapons, including firearms, must be trained and proficient in the use of such weapons.
- d. Proficiency in the use of specific firearms must be demonstrated when a Security Agent is initially employed to service the contract by the successful completion of a training course approved by the Manager of Safety of the City and County of Denver.
- e. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Armed Security Agent has successfully completed the initial weapons training course and required subsequent annual refresher courses.
- f. The above are minimum standards, and the Contractor shall require any and all further training to keep each Armed Security Agent proficient in the care, maintenance and use of firearms.
- g. Armed Security Personnel must comply with the Denver Revised Municipal Code-Chapter 38, Article IV, Division 2, Section 38.117.5- "Permit to carry a concealed handgun."
- h. Security Personnel training is to include but is not limited to Contractor's training program as well.

See Attached Exhibit D

VIII. STAFF IMPLEMENTATION REQUIREMENTS:

A. The Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for their personnel- including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with Denver Revised Municipal Code (DRMC) § 42-131 through § 42-167.

- a. The Contractor is to submit to City, prior to service start of new personnel the following:
 - 1. Copies of valid Merchant Guard License(s), Driver's Licenses, copies of all written candidate background investigation reports and evidence of Contractor's required basic Un-Armed Security Personnel training and/or armed training, CPR and First Aid training.

B. Background Checks

1. Contractor will provide pre-employment background screening as follows:
 - a. Pre-employment drug screening.
 - b. Contractor shall perform felony and misdemeanor criminal checks at states and county level for all areas of residence for the past five years. Employees assigned to the City must be in compliance with Code 1950, § 983.6; Ord. No. 721-89, § 2, 11-27-89 section 42-165 outlining background requirements and denials to obtain a merchant guard license.
 - c. Minimum of seven years background history of education, employment, driving record and residence.
 - d. Federal, State sex offender database screening
2. For each employee assigned to the City contract, the Contractor will perform the background screening and checks above at a minimum of at least once a year or more often if prompted by City request or an incident justification.

IX. CONTRACTOR PERFORMANCE MANAGEMENT:

A. The G.S. Purchasing Division may administer a Contractor Performance Management Program as part of contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to services.

X. MINORITY, WOMEN, DISADVANTAGED, SMALL, BUSINESS ENTITY CONTRACT PARTICIPATION (MWDBE):

A. Participation

1. The Contractor has committed to allocate 25 percent of the required contract service hours for Security Personnel (not including manager, supervisor, scheduler and/or trainer hours) to a sub-contractor(s) identified as Minority and/or Women and/or Disadvantaged and/or Small Business Enterprise (MWDSBE)

2. The Contractor will provide one annual or upon demand a statement/ historical data indicating the distribution of service hours/ contract revenue with MWDSBE companies throughout the term of this contract.
3. The prime contractor may also sub-contract with MWDSBE contractors who do not provide direct security services.
4. Sub-contractor Security Personnel shall be trained to the prime contractor's guidelines/ standards.

XI. HOMELAND SECURITY 'SAFETY ACT' CERTIFICATION

A. Certification Retention

1. The Contractor shall retain its U.S. Department of Homeland Security 'Safety Act' Certification throughout the term of the contract.
2. In the event of revocation of the certification, the Contractor shall immediately notify the Manager of General Services.

XII. FACILITIES MANAGEMENT (FM) ADDITIONAL SPECIFIC REQUIREMENTS:

A. FM Buildings/ Facilities /Sites (All Currently Unarmed)

1. Addresses:

- a. City and County Building, 1437 Bannock St
- b. Wellington E. Webb Municipal Office Building, 201 W. Colfax Ave
- c. Permit Center, 200 W. 14th Ave
- d. Police Administration Building, 1331 Cherokee
- e. Pre-Arrestment Detention Facility (PADF), 1351 Cherokee St
- f. Minoru Yasui Office Building , 303 W. Colfax Ave
- g. South Platte Campus, Public Works 1271 West Bayaud Avenue
- h. 5440 Roslyn, Public Works (Guard shack/foot patrol)

- i. Justice Center, 490 W. Colfax Ave
 - j. Roving Supervisor w/vehicle (all locations)
 - k. Other locations as needed
- 2. The scope of work for these locations is primarily the screening persons entering City premises and their personal property utilizing electronic screening equipment at facility entrances:
 - a. Walk-thru Magnetometers
 - b. Hand Wands
 - c. X-ray Machines
- 3. Other required duties include building foot patrols, information desk duty, guardhouse duty, roving supervisor with vehicle, assisting emergency evacuations, and any other Security Personnel duties as detailed herein, or as may be required in the future.
- 4. The Contractor shall provide Uniformed Unarmed Security Personnel and coverage for each facility as detailed herein. The approximate service and personnel needs outlined are estimated as closely as possible. The City neither states nor implies any guarantee that actual level of service and/or personnel hours will equal the estimates.

B. Invoicing

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

City and County of Denver
Accounts Payable
201 W. Colfax Ave., Dept. 908
Denver, CO 80202
(or as required)

C. FM Personnel Requirements

NOTE: The following are basic job requirements and descriptions. The Contractor shall work with the FM Security Administrator to develop detailed job specifications, duties, etc.

- 6. Account Manager/Director of Security

- a. Contractor shall provide a full-time (40 hours/week) Account Manager who shall have overall operational and supervisory responsibility for all aspects of security services for the City. This individual may be based in the C & C Building, or the Webb Building, or as directed by FM. The Account Manager shall possess a minimum of three-(3) years experience supervising security accounts similar to the scope and requirements herein.
 - i. The account manager shall be the primary contact between the Contractor and the City.

7. Security Supervisor

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

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

- b. FM Specific Scope of Work Requirements:

- 9. The Contractor shall ensure that an escort team is available for judges, magistrates, prosecutors and other City employees who work late shifts, night shifts, night court, and who support City Council meetings and special events in the late evening hours. The escort team will be Security Personnel who are able bodied and specially trained;
- 10. Roll-call shall be required at the start of each shift. The Site Supervisor or Assistant Supervisor shall conduct roll-call and shall assure that each Security Agent is present, neat and clean in appearance. Roll-call must be built into the eight (8) hour shift;
- 11. All Security Personnel shall sign in and out in the attendance log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post;

12. The Contractor shall develop a contingency plan for alleviating long lines at facility doors and entrances for busy days and shall institute that plan when necessary or when notified by the City;
13. The Contractor will ensure that facility security checks including restroom supplies, light bulbs in the interior and exterior of the building are inspected for deficiency at the beginning and the end of each shift and annotated in the log book;
14. The Contractor shall develop and implement an evacuation and accountability plan for each separate facility, maintain the plan on site and implement the plan as threat circumstances warrant or as directed by the City;
15. The Contractor shall provide quarterly threat training or re-certification training for all Security Personnel and shall make the training records available to the City and County of Denver for inspection;
16. Assist with the programming of the building security access system and security access cards; (as required)
17. Develop Post Orders specific to building and maintain as required;
18. Make security recommendations to assist with overall building security;
19. Reporting
 - a. The Contractor is to provide the City with written weekly reports on the hours of service of personnel and same is to be accompanied with daily logs and time sheets. These reports are to reflect the hourly rates paid, hours worked, location of the work (using agency), specific facility where the post is located, shift and any/all information that may be specified by the City.
 - b. The Contractor is to provide Security Incident Reports on a form approved by the City and which shall describe each incident completely. Security Incident Reports are to be submitted weekly or as required to the appropriate City agency personnel.
 - c. The Contractor is to submit to the City a monthly Weapons Report which is to identify by type the total number of weapons confiscated for each month at the Justice Center, City and County Building and other locations as required.

- d. The Contractor may be asked periodically to provide special reports concerning personnel, staff training, security incidents, security needs, etc.
- e. In the event of an emergency, the Contractor shall at all times have an authorized supervisor or management representative, who may act on behalf of the company, available to respond to any facility included herein within one half (1/2) hour after notification for emergencies as so deemed by the City's authorized representative.

20. Vehicles

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

21. Radios

- a. The Contractor is to provide two-way radio communications between Security Personnel, and to/ from a centralized radio communications headquarters. The Contractor is to be responsible for monitoring radio communication twenty-four (24) hours per day with all Facilities Management locations. The City shall supply and maintain radios for the Security Personnel assigned to the Webb, Minoru Yasui, and Permit Center. The Contractor shall supply and maintain all other radios.

- i. FM Locations/Coverage/Estimated Hours:

22. Schedules depicted below are approximations and subject to change as required by changing circumstances throughout the life of the contract.

23. Unless otherwise noted positions are filled by Unarmed Security Personnel.

Administration		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Account Manager MIN-\$28.85/hour	Mon – Fri	1 x 8 x 5 = 40
Assistant Account Manager MIN-\$21.63/hour	Mon – Fri	1 x 8 x 5 = 40
Scheduler MIN-\$16.00/hour	8:00 a.m. – 4:30 p.m. Mon – Fri	1 x 8 x 5 = 40
Weekly Total Hours: 120		
Roving Supervisor		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Roving Supervisor/Trainer MIN-\$17.50/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	1 x 8 x 5 = 40
Roving Supervisor MIN-\$15.25/hour	4:00 p.m. – 8:00 a.m. Mon – Fri 24 hours Sat – Sun	1 x 16 x 5 = 80 1 x 24 x 2 = 48
Monthly Patrol Vehicle: 1		
Weekly Total Hours: 168		

FACILITY: Minoru Yasui Plaza, 303 W. Colfax Ave., Denver, CO 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Security Screening Agent MIN-\$13.50/hour	7:00 a.m. – 7:00 p.m. Mon – Fri	3 x 12 x 5 = 180
Relief Security Agent MIN-\$13.50/hour	11:00 a.m. – 3:00 p.m. Mon – Fri	1 x 4 x 5 = 20
Weekly Total Hours: 200		

FACILITY: Parking Magistrate, 201 W. Colfax Ave., Denver, CO 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Armed Security Agent MIN-\$14.00/hour	8:30 a.m. – 4:30 p.m. Mon – Fri	1 x 8 x 5 = 40
Weekly Total Hours: 40		

FACILITY: Wellington E. Webb Municipal Building, 201 W. Colfax, Denver, CO 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Site Security Supervisor MIN-\$15.25/hour	6:00 a.m. – 2:00 p.m. Mon – Fri	$1 \times 8 \times 5 = 40$
Assistant Security Supervisor MIN-\$14.75/hour	2:00 p.m. – 6:00 a.m. Mon – Fri 24 Hours- Saturday and Sunday	$1 \times 16 \times 5 = 80$ $1 \times 24 \times 2 = 48$
Information Desk Security Agent MIN-\$13.50/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	$1 \times 8 \times 5 = 40$
Security Control Room Agent MIN-\$13.50/hour	24 Hours Sun – Sat	$1 \times 24 \times 7 = 168$
Mobile Patrol Agent MIN-\$13.50/hour	7:00 a.m. – 3:00 p.m. Mon – Fri 24 Hours Sun – Sat	$1 \times 8 \times 5 = 40$ $1 \times 24 \times 7 = 168$
Dock Master Security Agent MIN-\$13.50/hour	6:00 a.m. – 2:00 p.m. Mon – Fri	$1 \times 8 \times 5 = 40$
Parking Garage Security Agent MIN-\$13.50/hour	6:00 a.m. – 6:00 p.m. Mon – Fri	$1 \times 12 \times 5 = 60$
Security Screening Agent MIN-\$13.50/hour	6:00 a.m. – 6:00 p.m. Mon – Fri 7:00 a.m. – 5:00 p.m. Mon – Fri	$2 \times 12 \times 5 = 120$ $2 \times 10 \times 5 = 100$
Weekly Total Hours:		904

FACILITY: DMV at Five Points Plaza, 2736 Welton St., Denver, CO 80205		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Armed Security Agent MIN-\$14.00/hour	7:45 a.m. – 5:30 p.m. Friday	$1 \times 9.75 \times 1 = 9.75$
Weekly Total Hours:		9.75

FACILITY: Permit Center, 200 W. 14th Ave., Denver, CO 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Building Security Agent MIN-\$13.50/hour	7:00 a.m. – 5:00 p.m. Mon – Fri	$1 \times 10 \times 5 = 50$
Weekly Total Hours:		50

FACILITY: Police Administration Building, 1331 Cherokee, Denver, CO 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Asst. Security Supervisor MIN-\$14.75/hour	7:00 a.m. – 3:00 p.m. Mon, Tue , Wed, Fri	1 x 8 x 4 = 32
	8:00 a.m. – 4:00 p.m. Thursday	1 x 8 x 1 = 8
Security Screening Agent MIN-\$13.50/hour	7:00 a.m. – 7:00 p.m. Mon, Tue, Thu, Fri	1 x 12 x 4 = 48
	3:00 p.m. – 7:00 p.m. Mon, Tue, Wed, Fri	1 x 4 x 4 = 16
	8:00 a.m. – 8:00 p.m. Wednesday	1 x 12 x 1 = 12
	4:00 p.m. – 8:00 p.m. Thursday	1 x 4 x 1 = 4
Weekly Total Hours: 120		

FACILITY: Data Center, 10 Galapago St., Denver, CO 80223		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Building Security Agent MIN-\$13.50/hour	9:00 p.m. – 6:00 a.m. Mon – Fri	1 x 9 x 5 = 45
	24 hours Sat, Sun	1 x 24 x 2 = 48
Weekly Total Hours: 93		

FACILITY: Denver City and County Building, 1437 Bannock St., Denver, CO 80202

Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Site Security Supervisor MIN-\$15.25/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	1 x 8 x 5 = 40
Assistant Security Supervisor MIN-\$14.75/hour	6:00 a.m. – 2:00 p.m. Mon – Fri	1 x 8 x 5 = 40
	4:00 p.m. – 12:00 a.m. Mon – Fri	1 x 8 x 5 = 40
Info Desk Asst. Security Supervisor MIN-\$14.75/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	1 x 8 x 5 = 40
System Monitor-Security Agent MIN-\$13.50/hour	4:00 p.m. – 8:00 a.m. Mon – Fri	1 x 16 x 5 = 80
	24 Hours Sat, Sun	1 x 24 x 2 = 48
Patrol Security Agent MIN-\$13.50/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	2 x 8 x 5 = 80
	4:00 p.m. – 8:00 a.m. Mon – Fri	1 x 16 x 5 = 80
	24 hours Sat, Sun	1 x 24 x 2 = 48
	4:00 p.m. – 8:00 p.m. Mon – Fri	1 x 4 x 5 = 20
	6:00 a.m. – 2:00 p.m. Mon – Fri	1 x 8 x 5 = 40
	10:00 a.m. – 2:00 p.m. Mon – Fri	1 x 4 x 5 = 20
	11:00 a.m. – 7:00 p.m. Mon – Fri	1 x 8 x 5 = 40
Security Screening Security Agent MIN-\$13.50/hour Station N. Bannock N. Cherokee 14 th Street Main Entrance, 2 nd Floor	7:30 a.m. – 10:00 p.m. Mon – Fri	2 x 14.5 x 5 = 145
	7:30 a.m. – 5:00 p.m. Mon – Fri	2 x 9.5 x 5 = 95
	7:00 a.m. – 5:00 p.m. Mon – Fri	2 x 10 x 5 = 100
	7:30 a.m. – 5:00 p.m. Mon – Fri	2 x 9.5 x 5 = 95
Weekly Total Hours:		1,051

FACILITY: Justice Center, 520 West Colfax Avenue, Denver, Co 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Site Security Supervisor MIN-\$15.25/hour	7:00 a.m. – 3:00 p.m. Mon – Fri	1 x 8 x 5 = 40
Assistant Security Supervisor MIN-\$14.75/hour	8:00 a.m. – 4:00 p.m. Mon – Fri	1 x 8 x 5 = 40
	4:00 p.m. – 12:00 a.m. Mon – Fri	1 x 8 x 5 = 40
System Monitor-Security Agent MIN-\$13.50/hour	24 Hours Sun-Sat	1 x 24 x 7 = 168
Mobile Patrol Security Agent MIN-\$13.50/hour	24 hours Sun-Sat	1 x 24 x 7 = 168
Security Screening Security Agent MIN-\$13.50/hour	7:30 a.m. – 11:30 a.m. Mon-Fri	1 x 4 x 5 = 20
	7:30 a.m. – 3:30 p.m. Mon-Fri	1 x 8 x 5 = 40
	8:00 a.m. – 10:00 a.m. Mon- Fri	2 x 2 x 5 = 20
	7:30 a.m. – 5:30 p.m. Mon	4 x 10 x 1 = 40
	7:30 a.m. – 5:00 p.m. Tue, Wed, Fri	4 x 9.5 x 3 = 114
	7:30 a.m. – 5:00 p.m. Thu	2 x 9.5 x 1 = 19
	7:30 a.m. – 6:00 p.m. Thu	2 x 10.5 x 1 = 21
Juvenile Court Security Screening Security Agent MIN-\$13.50/hour	7:30 a.m. – 4:30 p.m. Mon- Thu 8:00 a.m. – 5:00 p.m. Fri	1 x 9 x 5 = 45
Weekly Total Hours:		775

FACILITY: Justice Center-Detention Facility, 490 West Colfax Avenue, Denver, Co 80202		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Security Screening Security Agent MIN-\$13.50/hour	7:00 a.m. – 8:00 p.m. Mon – Fri	2 x 13 x 5 = 130
	7:00 a.m. – 1:00 p.m. Sat, Sun	2 x 6 x 2 = 24
Weekly Total Hours:		154

A. HUMAN SERVICES ADDITIONAL SPECIFIC REQUIREMENTS

General Information-Human Services

City and County of Denver
Human Services -Accounts Payable
1200 Federal Boulevard
Denver, CO 80204
(or as required)

Denver Human Services Specific Requirements for All Posts

1. Security Personnel will staff posts as assigned, according to the schedules as required at the building location(s) designated.
2. In addition to duties of Security Personnel detailed herein, and depending upon the post assigned, personnel working at DDHS facilities may be engaged in additional varied activities such as:
 - a. Providing special protective action for at-risk clients such as infants, disabled, elderly, and others as these specific groups visit DDHS facilities.
 - b. Operating personal computers and specialized software for the purpose of monitoring alarm systems, access control functions and video surveillance equipment and generate various reports and documents.
 - c. When assigned to a security control desk, Security Personnel may answer telephone calls related to medical emergencies, disturbances or other significant emergencies or other urgent situations within the Department or on the campus; they will be required to obtain required

information and using special radio communication equipment to notify required personnel and direct a response to the matter.

- d. Effective customer service skills are of the utmost importance at any post in this facility.

- ii. Denver Human Services Specific Requirements for Specific Post(s)

- 3. Family Crisis Center - 2929 W. 10th Avenue

- a. This post requires special tact and skill in dealing with 12 to 20-year-old youths in a residential setting.

- 4. Mayor's Youth Housing Facility - 1548 Ogden Street

- a. This post special tact and skill in dealing with 16 to 22-year-old youths in a residential setting.

- iii. Other Assigned Personnel

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

- 6. Responsibilities of the Site Supervisor include:

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

- iv. Service Location Hours at Denver Human Services

- 7. Schedules depicted below are approximations and subject to change at the discretion of the City.

FACILITY: Richard T. Castro Human Services Center, 1200 Federal Blvd., Denver, CO 80204

Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Castro 1 st Floor Security Desk MIN-\$13.50/hour	1:30 p.m. – 10:00 p.m. Mon – Fri 6:00 a.m. – 3:30 p.m. Sat, Sun	$1 \times 8 \times 5 = 40$ $1 \times 9 \times 2 = 18$
Castro 2 nd Floor Lobby MIN-\$13.50/hour	7:00 a.m. – 3:30 p.m. Mon – Fri	$1 \times 8 \times 5 = 40$
Castro Patrol Agent MIN-\$13.50/hour	7:00 – 3:30 p.m. Sat 1:30 p.m. – 10:00 p.m. Mon – Fri 1:00 p.m. – 10:00 p.m. Sat, Sun	$1 \times 8 \times 1 = 8$ $1 \times 8 \times 5 = 40$ $1 \times 9 \times 2 = 18$
Site Security Manager MIN-\$15.25/hour	10:00 a.m. – 6:30 p.m. Mon – Fri, and on-call other hours	$1 \times 8 \times 5 = 40$
Weekly Total Hours: 204		

FACILITY: Eastside Food Stamp Office, 2855 Tremont Place, Denver, CO 80205

Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Building Security Desk MIN-\$13.50/hour	6:00 a.m. – 2:30 p.m. Mon - Fri 10:00 a.m. – 6:30 p.m. Mon - Fri	$1 \times 8 \times 5 = 40$ $1 \times 8 \times 5 = 40$
Weekly Total Hours: 80		

FACILITY: Arie P. Taylor Municipal Building, 4685 Peoria Street, Denver, CO 80239

*This is a multi-tenant building and security is only provided under this contract for the DDHS space.

Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
DDHS Security Desk MIN-\$13.50/hour	6:00 a.m. – 2:30 p.m. Mon - Fri 11:00 a.m. – 7:30 p.m. Mon - Fri	$1 \times 8 \times 5 = 40$ $1 \times 8 \times 5 = 40$ (1:00 p.m. – 9:30 p.m. one night per month on 2 nd Thurs)
Weekly Total Hours: 80		

FACILITY: Family Crisis Center, 2929 W. 10th Avenue, Denver, CO 80204		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Building Security Desk MIN-\$13.50/hour	10:30 a.m. – 7:00 p.m. Mon, Wed, Fri	1 x 8 x 3 = 24
	11:30 – 8:00 p.m. Tues, Thurs	1 x 8 x 2 = 16
	12:00 p.m. – 8:30 p.m. Sat	1 x 8 x 1 = 8
Weekly Total Hours: 48		

FACILITY: Mayor's Youth Housing Facility, 1548 Ogden Street, Denver, CO 80218		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Building Security Desk MIN-\$13.50/hour	10:30 p.m. – 2:30 a.m. Sun – Thurs	1 x 4 x 5 = 20
	10:00 p.m. – 4:00 a.m. Fri, Sat	1 x 6 x 2 = 12
Weekly Total Hours: 32		

B. WASTEWATER MANAGEMENT ADDITIONAL SPECIFIC REQUIREMENTS

Address: Waste Water Management Division, 2000 W. 3RD AVE.

City and County of Denver
Accounts Payable
201 W. Colfax Ave., Dept. 908
Denver, CO 80202
(or as required)

Waste Water General Requirements

1. Wastewater Management will provide each Security Agent with a panic alarm pager and two-way police radio. Contractor radios are not utilized at the Wastewater Complex. Wastewater has video surveillance equipment and computer controlled door locking system. Waste Water Management will provide training on all in-house equipment during each Security Agent's training period. The Contractor will provide the Site Supervisor with a pager.
2. All issued equipment, i.e., radios, panic alarm pagers, keys, cameras, flashlight, documents, code and training books are not to be removed from the Wastewater Complex for any reason.

- a. They are to be passed to the next shift of Security Personnel. If a piece of equipment is lost or broken it must be reported in writing (Incident Report) and reported to the Agency Administrator,
- 3. The agency will have the final decision on all Security Personnel hired to fill position at the complex. The work format utilized at the complex will not be discussed except to say that it is of a nature of observation, reporting and when the situation lends itself, notify proper authority.
 - a. Wastewater Vehicle Required:
 - i. must furnish a vehicle assigned permanently to the Wastewater complex to facilitate patrol of the facility, parking areas, etc. One vehicle will be required which must be no more than five (5) years old throughout the term of the contract. The vehicle supplied must be capable of responding over varying terrain and during all weather conditions. Compensation for this vehicle shall be on per month basis only.
 - b. Wastewater Employee Check-in, Timekeeping, Meals
 - i. Security Personnel are to be prepared for duty upon arrival to Wastewater Management Division. They must log in on the computer and familiarize themselves with the plan of the day. Sign in on the pass-on book. Personnel working 8 or 12 hour shifts are authorized one (1) half hour lunch break. These are to be taken on-site. If a situation occurs, Security Personnel must respond immediately.
 - c. Special Requirements for Wastewater Supervisors:
 - i. Supervisors must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a minimum of two years of successful supervisory experience in the security or law enforcement field or in the military.
 - d. Signing in and out:
 - i. All Security Personnel shall sign in and out in the personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, and etcetera., required for use at their post.
 - ii. Service Location Hours at Waste Water Division

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

FACILITY: Waste Water, 2000 West 3rd Ave. Denver Co 80223		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Armed Site Security Supervisor MIN-\$17.50/hour	6:30 a.m. – 2:30 p.m. Mon – Fri	1 x 8 x 5 = 40
Armed Security Agent MIN-\$14.00/hour	2:30 a.m. – 10:30 p.m. Sat, Sun	1 x 8 x 2 = 16
Armed Security Agent MIN-\$14.00/hour	2:30 p.m. – 10:30 p.m. Sun-Tue, Fri, Sat	1 x 5 x 8 = 40
	10:30 p.m. – 6:30 a.m. Tue- Sat	1 x 5 x 8 = 40
Armed Security Agent MIN-\$14.00/hour	10:30 p.m. – 6:30 a.m. Sun, Mon, Thu, Fri, Sat	1 x 5 x 8 = 40
Armed Security Agent MIN-\$14.00/hour	6:30 a.m. – 2:30 p.m. Sun-Thu	1 x 8 x 5 = 40
Armed Security Agent MIN-\$14.00/hour	6:30 a.m. – 2:30 P.m. Sun-Sat	1 x 8 x 7 = 56
	6:30 a.m. – 2:30 p.m. Sat	1 x 8 x 1 = 8
	2:30 p.m. – 10:30 p.m. Wed-Fri	1 x 8 x 3 = 24
	10:30 p.m. – 6:30 a.m. Sun-Wed	1 x 8 x 4 = 32
Monthly Patrol Vehicle: 1		
Weekly Total Hours: 336		

e. Uniforms—Wastewater

1. The Contractor shall furnish and maintain in good working condition, at no cost to his employees, all items of uniform and equipment necessary to perform work required by this contract as follows:
2. Uniforms, accessories, and equipment and the wearing of same shall conform to guidelines by the agency. No employee may enter on duty until he has a complete set of approved uniform and accessories.

- a. The color of Wastewater Management Division Personnel uniform shall consist of a dark color shirt with contrasting lighter or same dark color slack for winter.
- b. Shoes will be either a black boot or a black tie oxford with matching dark color socks.. Athletic shoes are not acceptable.
- c. The Contractor shall provide the following to Waste Water Security Personnel:

ITEMS	AMOUNT
Shirts,	3
Trousers	2
Winter coat	1
Sweater	1
Rain wear (as required)	1
Baseball Cap (as applicable)	1
Stocking Cap (as applicable)	1

3. NOTE: Wastewater does not require Security Personnel to wear neckties. Personnel may wear a white tee shirt or a contrasting color turtleneck under their uniform. Armed Security Personnel must wear "duty belt gear". This can be the property of the Security Agent if he has it in his possession, or it must be furnished by the Contractor.
4. The type of weapon and ammunition acceptable for Armed Security Personnel shall be comparable to equipment used by the Denver Police Department. A baton and pepper spray shall also be carried by Armed Security Personnel. In addition, to weapon and ammunition, Wastewater Security Personnel will wear and have certified training for the following:
 - a. Handcuffs (pair) and keys
 - b. Handcuff case
5. The Contractor shall furnish, in writing, a list of personnel, which shall is to include their assigned license and/ or permit and any ensuing changes thereto to the Waste Water Security Administrator.

XIII. PURCHASING DIVISION (AUCTIONS) ADDITIONAL SPECIFIC REQUIREMENTS

Send invoices to:

Denver Purchasing Division
201 W. Colfax Avenue, Dept. 304
Denver, CO 80202
(or as required)

1. Auctions Armed Security Personnel Requirements
2. One (1) to three (3) armed Security Personnel: Required on an “as needed” basis at various City auction events throughout the calendar year.
3. Auction Locations / Requirements
 - a. Abandoned/Confiscated Auction-Vehicle Impound Facility:
 - i. 5226 Brighton Blvd
 - ii. Three (3) armed Security Personnel: Required at the Abandoned/Confiscated Vehicle Auction held every other Wednesday throughout the calendar year at the City and County of Denver Car Found. Security Personnel in attendance at these auctions shall be assertive, observant, and follow the directives by City personnel; in addition, they are to be able to deal effectively with unruly individuals.
 - iii. Armed Security Personnel (three per auction) perform several duties at these events, and are to arrive no later than 8 AM. One Agent is to be posted at the main entrance/exit gate at all times (until 5 PM), screening entering patrons to exclude those under 18, and checking the Bills of Sale against purchased vehicles being removed to ensure that no vehicle is taken unlawfully. (Following the sale, one of the auctioneer’s staff also assists with this task.) Prior to the preview Security Personnel, assist auction personnel as requested and aid with the closing and locking of two facility gates. During the preview and throughout the auction, two of the Security Personnel patrol the sale yard to prevent theft and to monitor the removal of vehicles, alerting City representative to any unlawful activities or actions that might compromise safety or undermine the rules of the sale. Security Personnel also assist with the eviction of any patrons from the sale yard, as needed.

FACILITY: Police Auction, 5226 Brighton Blvd., Denver 80216		
Post	Shift Hours / Service Days	Position# x Hours Per Day x Days a Week= Total Hours
Armed Site Security Agent MIN-\$14.00/hour	8:00 a.m. – 5:00 p.m. Wed (Every other Wednesday)	3 x 9 x 1 = 27
Weekly (Every other) Total Hours: 27		

b. Surplus Warehouse/Police Property Auctions-City Surplus Warehouse:

- i. 671 S Jason St
- ii. Surplus Warehouse/Police Property Auction (usually quarterly):
One Armed Security Agent is required for preview and auction dates. The Agent will report to the surplus warehouse on preview day by 9:00 AM and remain for the duration of the preview, which normally concludes at 3:00 PM. Agent will report to the surplus warehouse on auction day at 8:00 AM and remain for the duration of the auction and removal period, which normally concludes by 5:00 PM. Security Agent requirements include: monitoring the crowd and sale items to prevent theft, assisting with the check-out of merchandise, guarding the cashiering desk and assisting with unruly individuals.

c. Surplus Vehicular Equipment Auction-Public Works Fleet Maintenance Facility

- i. 5440 Roslyn St
- ii. Surplus Vehicular Equipment Auction (annual): Two Armed Security Personnel shall report to the maintenance facility auction site by 7 AM on sale day. One Agent is to remain at the sale "office" throughout the event; the other Agent is usually posted at the "boneyard" area to monitor the removal by patrons of smaller items and merchandise on pallets. Security Personnel may alternate these duties.

d. *Jewelry/Coin Auction (usually every 15-16 months)-Denver Police Administration Building

- i. 1331 Cherokee St)
- ii. One unarmed Agent is to be present throughout the auction day from 9 AM to approximately 4 PM. The Agent shall assist auction personnel in overseeing the merchandise cases placed on tables.

The Agent may be requested to assist in the scanning of patrons through a metal detector in order to use the restroom facilities.

e. Additional Auctions

- i. Security Personnel may also be required for other categories of auctions, as needed. In all cases, at least one Agent must remain at the scheduled auction site on the day of sale until the auctioneer has left with the revenues and/or until dismissed by City representative.

XIV. PRICING/ BILLING

A. Contract Billing Rate Percentage Mark-up shall be applied to City Minimum Hourly Pay Rates set out herein, and as they may be negotiated in the future, using the following formula:

1. Hourly Billing Rate to the City = City Minimum Hourly Pay Rate x Contract Billing Rate Percentage Mark-Up
2. Example: Billing Rate for one hour of Regular Time Unarmed Security Agent service:
 - a. $\$13.50$ (Employee Regular Time Pay Rate) X $1.39926 = \$18.89$ / Hour Billing Rate.
3. Example: Billing Rate for one hour of Overtime Unarmed Security Agent service:
 - a. $\$13.50 \times 1 \frac{1}{2} = \20.25 / Hour: Employee Overtime Pay Rate
 - b. $\$20.25$ (Employee Overtime Pay Rate) x $1.39926 = \$28.33$ / Hour Billing Rate.
4. The Contractor may compensate their employees above the City Minimum Pay Rate; however, for billing purposes; the actual billing rate to the City will be based on the established City Minimum Pay Rate multiplied by the Billing Rate Percentage Mark-up multiplied by service hours worked.

Contract Billing Rate Percentage Mark-Up: 39.926%

City Minimum Pay Rates may adjust over the term of the contract as set out above (Section 5). The Billing Rate Percentage Mark-Up will remain static except for material changes related to FICA, SUI, FUI rate adjustments due to Local, State, Federal Legislation ("Pay Roll Tax Adjustment"). In the case of Pay Roll Tax Adjustment, the Contractor may notify the Manager and request

an adjustment to the Billing Rate Percentage Mark-Up. The Contractor and City agree to enter into good faith negotiations regarding an equitable adjustment to the Billing Rate Percentage Mark-Up to account for changes to the Pay Roll Tax Adjustment, but neither party shall be under any obligation to adjust, up or down, the Billing Rate Percentage Mark-Up.

- a. Any agreed to change to the Billing Rate Percentage Mark-Up shall be in writing, signed by both the Manager of General Services (or his/ her designee) and the authorized representative of the Contractor prior to the change taking effect.

Vehicle Rate per month: **\$839.00**

1. Price per month for one (1) vehicle provided by the Contractor-as required. All fuel, maintenance, insurance, profit and all other costs to be inclusive in the rate.

EXHIBIT B

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/21/2010
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village, CO 80111 Lori Smith (303) 999-2506	1-303-773-9999	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED HSS Inc. 900 S Broadway Denver, CO 80202		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A ARCH INS CO		11150
INSURER B HARTFORD FIRE IN CO		19632
INSURER C ACE AMER INS CO		22667
INSURER D FEDERAL INS CO		20281
INSURER E		

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$25,000 <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	BSPKG0180300	12/01/10	12/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE SUSTAINED PREV. REDUCED OCCURRENCE \$100,000 MED EXP - Any one person \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP OF AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO	34UENNO9390	12/01/10	12/01/11	COMBINED SINGLE LIMIT EA accident \$1,000,000 BODILY INJURY Per person \$ BODILY INJURY Per accident \$ PROPERTY DAMAGE Per accident \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BSPKG0180400	12/01/10	12/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED If yes describe under SPECIAL PROVISIONS below	SCP C464690 WI WLRC4646902	12/01/10 12/01/10	12/01/11 12/01/11	<input checked="" type="checkbox"/> AD & M ST- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Employee Dishonesty	6800-9709	12/01/10	12/01/11	Employee Theft 1,000,000 Deductible 20,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City and County of Denver, its elected and appointed officials and employees are named as Additional Insured as respects General, Automobile and Umbrella Liability. A Waiver of Subrogation applies as respects the General, Automobile and Umbrella Liability policies and the Workers Compensation policy. The City and County of Denver is named as Loss Payee as respects the Employee Dishonesty-Crime Policy. Security Guard Contract #0571A.
Coverage Form Reference: GL Blanket Waiver of Sub #AICGGP33 08/02, Add'l Ins #00GL03400 04/09 & 30 Day Definite Notice of Cancellation Form #AIC-SGP-E42(7/03); Automobile Add'l Insured & Waiver #HA99130187. Workers Compensation Waiver of Sub Form #WC000313(11/05); Umbrella Additional Insured Form #CU00011237 & Waiver of Sub Form #CU24030900.

CERTIFICATE HOLDER

Security Guard Contract #0571A
City and County of Denver

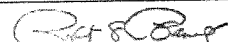
101 West Colfax Avenue
Dept 304, 11th Floor
Denver, CO 80202

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08) 1015M1
19822513

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT C
LETTER OF CREDIT

EXHIBIT D
TRAINING PROGRAM

HSS CRITICAL GOVERNMENT INFRASTRUCTURE TRAINING PROGRAM NEW SECURITY AGENT ORIENTATION TRAINING HOURS DESCRIPTION OF TRAINING HOURS		
Mission, Vision and Values:		1 HOUR
<ul style="list-style-type: none"> • HSS specific responsibilities • City and County of Denver specific responsibilities 		
Customer Service/Public Relations:		2 HOURS
<ul style="list-style-type: none"> • Courteous enforcement • Greetings • Public perceptions • Professionalism and Appearance • Alertness • Confidentiality • Customer Service 		
Employment Guidelines:		2 HOURS
<ul style="list-style-type: none"> • Work Schedules/Reporting for duty • Uniform care, wear and inspections & grooming standards • Post assignment • Telephone usage • Time records • Attendance Policy • Sexual harassment/Anti-harassment policies • Fundamental security rules • Diversity in the workplace • Conduct on duty • Disciplinary procedures/policies • Ethics • Record keeping 		
Basic Security Duties:		2 HOURS
<ul style="list-style-type: none"> • Patrolling techniques • Vendor inspections • Observation techniques • Use of force • Report Writing • Alarm & CCTV monitoring & Responses • Police notifications, contacts and relations • Radio and communications • Access control • Policies and procedures • Operating access control systems/computer • Document checking and verification • "Stop-List" procedures and operations • Basic report writing: Daily Activity Reports, Security Incident Reports, Security Condition Reports, Pass-on Logs • Practical Exercise 		
Legal Update:		1 HOUR
<ul style="list-style-type: none"> • Criminal and statutory law • Specific, general and non-intent crimes • Civil law (torts) • Policies, procedures and rules • Security Officer authority 		

Emergency Preparedness and OSHA Training:	2 HOURS
<ul style="list-style-type: none"> • Emergency preparedness • General safety • Universal precautions • Injuries • Electrical safety • Fire safety • Hazardous materials/communications • Internal/external disasters • Ingress/Egress points • Vehicle & pedestrian traffic control • Vehicle permits, inspections, checkpoints and protocol • Enforcement of policies/rules • Proper radio/telephone procedures • Fire safety: detection, control and response, use of Fire Extinguisher • Emergency Procedures • Emergency drills and evacuation response • Responding to criminal activity • Government Facility Contingency Plans 	
FIRST AID TRAINING HOURS	8 HOURS
• American Heart Association's CPR and First Aid Course	
TECHNIQUES FOR EFFECTIVE AGGRESSION MANAGEMENT (TEAM)	4 HOURS
<ul style="list-style-type: none"> • Verbal de-escalation techniques • Self-Defense Tactics 	
SECURITY SCREENING AND EQUIPMENT TRAINING	4 HOURS
<ul style="list-style-type: none"> • Operations and Interpretations of X-ray Scanning Devices • Walk Through Metal Detector Procedures • Hand Wand Procedures • Personnel Property Searches • Magnetometer Operations and Testing Process • How To Recognize Weapons, Drugs and Other Illegal Items 	
ARMED AGENT TRAINING	26 HOURS
Initial 26-hr NRA-qualified course includes firearms safety, combat firing, semi-automatic care and cleaning, legal limitations and restrictions	
ARMED AGENT SEMI-ANNUAL RE-QUALIFICATION	4 HOURS
USE OF FORCE/POWERS OF ARREST	4 HOURS
HANDCUFFING FOR THE SECURITY PROFESSIONAL	2 HOURS
OC PEPPER SPRAY / BATONS	6 HOURS
SUPERVISED ON-THE-JOB SITE SPECIFIC TRAINING	16 HOURS
<ul style="list-style-type: none"> • Post-specific Training • Security Operations • Facility Orientation • Customer Service and Public Contact Awareness • Operational Orientation (Policies, Procedures, Rules, Regulations) • Evacuation Procedures • Alarm System Orientation 	

TRAINING THAT EXCEEDS CITY AND COUNTY OF DENVER REQUIREMENTS DESCRIPTION OF TRAINING HOURS	
TERRORISM AWARENESS/BEHAVIORAL ANALYSIS	6 HOURS
ADDITIONAL TRAINING FOR ARMED SECURITY AGENTS Shoot/Don't Shoot	2 HOURS
INTRODUCTION TO SUPERVISION	8 HOURS
ILEAD – PEOPLE LEADING OTHERS Advanced leadership and management development	34 HOURS