

FOURTH AMENDATORY AGREEMENT

This **FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **HSS INC.**, a Colorado corporation, doing business at 990 S. Broadway, Suite 100, Denver, Colorado 80209 (the “Contractor” or “Sub-Awardee”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated December 3, 2015, a First Amendatory Agreement dated December 4, 2018, a Second Amendatory Agreement dated December 19, 2019, and a Third Amendatory Agreement dated May 13, 2020 to provide security personnel services to the City, collectively the (“Agreement”).

B. The Parties wish to amend the Agreement to extend the term, increase the compensation, add the Coronavirus Aid, Relief, and Economic Security Act of 2020 Funds requirements, and modify the Scope of Work.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 4 of the Agreement entitled “**TERM**” is amended to read as follows:

“**4. TERM:** The Agreement will commence on January 1, 2016, and will expire on December 31, 2021 (the “Term”).

2. Section 5.d (1) of the Agreement entitled “**COMPENSATION AND PAYMENT, Maximum Contract Amount**” is amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

d. Maximum Contract Amount:

(I) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THIRTY-SIX MILLION DOLLARS** (\$36,000,000) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by Contractor beyond that specifically described in **Exhibit A, A-1, and A-2**. Any services performed beyond those in Exhibit A, A-1 and A-2 are performed at Contractor’s risk and without authorization under the Agreement.”

3. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is amended to add Sub-paragraph e. entitled “**Coronavirus Aid, Relief, and Economic Security Act of 2020 Funds**” as follows:

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

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

The Sub-Awardee shall only utilize CRF Funds for the purposes described in the Scope of Work attached as **Exhibit A-2**. The Sub-Awardee agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit E**. All invoices submitted by the Sub-Awardee to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Sub-Awardee shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses.

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

4. Section 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“8. **EXAMINATION OF RECORDS AND AUDITS:** The Sub-Awardee shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of three (3) years after final payment on this Agreement or the expiration

of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”), have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Sub-Awardee’s use of CRF Funds pursuant to this Agreement. The Sub-Awardee shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Sub-Awardee to make disclosures in violation of state or federal privacy laws. The Sub-Awardee shall at all times comply with D.R.M.C. 20-276.

5. Exhibit A-1 is replaced with Exhibit A-2, attached.
6. As herein amended, the Agreement is affirmed and ratified in each and every particular.
7. This Fourth Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: GENRL-202055614-04[GENRL-201524822-04]
Contractor Name: HSS INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202055614-04[GENRL-201524822-04]
HSS INC

By:  _____
AF07FC2A9A654DE...

Name: Kirsten Benefiel
(please print)

Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2
Request for Proposal No.
SECURITY_GUARD_0571A SECURITY
PERSONNEL SERVICES
City and County of Denver-Non-DIA Locations
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 OVERALL

The Contractor shall provide Unarmed and Armed Security Personnel Services to the City in accordance with this scope of work. Services shall be provided at various locations under the control of General Services Facilities Management, Wastewater Management, Department of Human Services, 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 toward providing a level of professionalism that is in alignment with security industry “Best Practices.”

The City reserves the right to acquire additional/ alternative security services outside of this contract.

B.2 N/A

B.3 MANAGEMENT FEE

INCLUDES BUT NOT LIMITED TO:

- Account Management Positions Expense
- MWBE Participation and Management,
- Employee Benefits (medical, health, dental, vacation and etc.)
- Overhead
- Training
- Profit
- Denver Head Tax
- Federal Unemployment Tax {FUTA}
- CO State Unemployment Insurance
- Uniforms and Staff Equipment

B.4 CLIENT CITY AGENCIES:

1. Citywide Administration
2. General Services Facilities Management (GSFM)
 - a. Primarily-Unarmed Security Staff
3. Treasury
 - a. Department of Motor Vehicle
 - b. Armed Security Staff
4. County Court Magistrate
 - a. Primarily-Armed Security Staff

5. Human Services
 - a. Primarily-Unarmed Security Staff
6. Wastewater Management
 - a. Primarily-Armed Security Staff
7. Public Works
 - a. Primarily-Unarmed Security Staff
8. Other Agencies as required

B.5 GENERAL SECURITY AGENT/SUPERVISOR DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

1. These requirements and duties apply for all locations except as otherwise noted herein.
2. General Security Agent Duties
 - a. Security Agents are to be responsible for all phases of building / site protection. Specific duties and post orders will vary based on the unique needs of the assignment, post and location. It is City's expectation that the Contractor will consult and work with the City to formulate optimal post orders; however, for some locations, the post orders will be provided to the Contractor by the City. In general, duties may include, but are not limited to, the following:
 - b. Guard City property against fire, theft, pilferage, destruction, and vandalism.
 - c. Permit only authorized persons to enter restricted areas.
 - d. Screen individuals entering public buildings/ facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
 - e. Report violations of fire safety regulations.
 - f. Conduct security tours/ patrols of premises and report damages/ concerns
 - i. Security Agents may be required to conduct and log specified interval checks of facility doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses e.g. boiler gauges, mechanical room gauges and etcetera.
 - g. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 - h. Provide general information to the public (directions to buildings, offices, floors, and etcetera.)
 - i. Perform additional duties unique and as required to individual agencies and/ or locations/ deployments.

Other duties may include but are not limited to special orders, escort of City employees, 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.

3. Security Agent Conduct and Expectations

- a. Security Agents are to maintain continual high standards of professional conduct while on duty.
- b. They are to be courteous, polite, and professional in their duties; especially when dealing with the general public.
- c. 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.
- d. Security Agents carrying weapons may only carry weapons which have been approved, and/or issued by the Contractor, and for which a minimum of 8 hours of specialized training has been completed.
- e. Security Personnel are to remain in continuous contact with their supervisory personnel by radio or telephone, throughout their shift.
- f. Security Personnel shall be alert and awake at all times. To assure this, the Contractor shall agree NOT to 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.
- g. All Security Agents are to be free from any condition that might adversely affect fitness for the duties of their position.
- h. Security Personnel are to remain on the property throughout their entire shift, or until properly relieved by another Security Agent/ Roving Supervisor.
- i. Meal breaks are to be taken on the site in an area approved by the City. 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.

Meal breaks are paid throughout all locations, except for DHS sites; Castro, Steele St., Montbello (Arie P. Taylor) and Family Crisis Center.

The scheduler position is also an unpaid lunch.

Break time is billed; except for Human Service Breaks which are not billed.

- j. Sleeping during shift(s) is prohibited. Agents found sleeping during their shift are subject to grounds for removal from their post.
- k. Security Personnel will remain on active patrol, or in an approved location throughout their shift. Patrols may be required to use electronic tour systems.
- l. Contractor's 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.

- m. No Security Agent 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.
 - n. Prior to assignment, Security Agents are to be educated with building/ facility layout, equipment at their assignment or post, locations of fire extinguishers and /or other emergency equipment.
 - o. Security Agents are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
 - p. All Security Agents are to sign in and out in the personnel log.
 - q. 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.
 - r. Representation-The facilities, locations and agencies are accessible to occupants and the public. Although employees of the Contractor are not employees of the City, the perception of the public at large is that the Contractor's employees are representatives of the City.
 - s. Security Agent interactions with the public should reflect well upon the City.
 - t. 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.
 - u. Offensive language used by Contractor's personnel will not be tolerated by the City.
 - v. City and County of Denver facilities are smoke-free workplaces; Contractor must comply with each facility's policies related to tobacco usage by its employees as directed by the City.
 - w. 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 and remove that person with one who is satisfactory to the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees from any action as a result thereof.
4. 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.
- e. All agents and employees working on City premises shall undergo 10-panel substance testing prior to placement in City services and "for cause" testing upon reasonable suspicion thereafter.

5. Appearance

- a. No Security Personnel may enter duty until he/she has a complete set of approved uniforms and accessories.
- b. Security Agents 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 Agents shall wear picture identification (I.D.) at all times.
- e. Leather footgear shall be shined.
- f. Security Agents 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 personal hygiene, appearance, 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. (City shall not be billed for vacated post)

6. Qualifications of Security Personnel

- a. City and County of Denver Rules Governing Security Guards and Private Security Employers
 - i. Effective November 1, 2018 the Denver Revised Municipal Code Chapter 42 (D.R.M.C.) Director of Excise and Licenses may enact rules and regulations necessary for the purpose of administering and enforcing the provisions of the Article V, Chapter 42 relating to private security employers and private security guards. The Contractor must ensure that all Armed and Unarmed agents working under this contract are in full compliance with all requirements outlined under this new rule.
 - ii. Armed agents are to obtain and retain an Armed License Endorsement Status in accordance with all weapon endorsements under Section 42 of the Denver Revised Municipal Code and policies set forth by City and County of Denver Department of Public Safety.
 - iii. All agents and employees providing direct service to the City will be either employees

of either the Contractor or its subcontractors and will NOT be Federal IRS 1099 Independent Contractors.

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

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

c. Citizenship

- i. 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).
- ii. Contractor is to take all necessary steps to verify that the work permits are genuine and the worker is legally eligible for employment. Contractor shall save the City harmless for any fines, assessments, or judgments as a result of such violation.

d. Literacy

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

e. Job Knowledge / Cognition

- i. Security Agents 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 Agents shall be trained to perform their duties related to the facility they are being assigned.

f. Contractor requirements

- i. Personnel working under this Agreement shall satisfy the Contractor's internal hiring and continuing employment requirements and standards.

7. Qualifications of Security Supervisory Personnel

- a. Supervisors shall meet all the requirements of Security Agents above and shall 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.

8. Felony Disqualification:

- a. Contractor shall not employ, retain, hire or use any individual that has been convicted of any felony charges (or disqualifying, misdemeanors, including, but not limited to, fraud, dishonesty, sexual offenses) within the previous 7-year period. Additionally, Colorado Bureau of Investigation background checks are completed at point of Merchant Guard Licensing (MGL) coupled with Lifetime background checks to obtain an MGL firearm permit.

B.6 PROPERTY AND EQUIPMENT:

1. City/ Contractor Property

- a. The City will provide the following:
 - i. Approximately 10 Computer Stations with City Network Connectivity (Monitor, CPU, Keyboard/ Mouse)
 - ii. Magnetometers
 - iii. Security Wands
 - iv. Control Center
- b. The Contractor will provide the following:
 - i. Smart Phones (4) capable of:
 - 1 Two-way communication devices
 - 2 Text messaging
 - 3 Capturing audio, photos, video, text message, notes
 - ii. Miscellaneous Equipment (TBD)
 - iii. TrackTik Application (desktop and/or smart phone installed) for use in reporting, patrol confirmation, GPS tracking of Agents, and Bolos
 - iv. Two-Way Radios (Cellular type)
 - v. X-ray machines will be provided by the Contractor as detailed in the exhibit herein.

2. Property Accountability

- a. All property furnished by the City and County of Denver to the Contractor under this contract shall remain the property of the City. Upon termination of this contract, the Contractor is to promptly return all such property to the City. The Contractor and the City will take an inventory of all property upon the assignment of subsequent contract.
- b. This account may be reviewed periodically / yearly or when new or additional equipment is added. Upon termination of contract, both parties will review and coordinate the allocation of property.
- c. Any City-owned equipment which is lost or broken by the Contractor's personnel is to be reported and be replaced at the Contractor's expense within seven (7) 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.

3. Uniforms Requirements

- a. Uniforms, accessories, and 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 winter coat. The Contractor's company logo and shield is authorized to be shown on the uniform.

- b. The City will not directly 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 management fees.
- c. 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.
 - i. Uniform Colors and Quantities
 - ii. The standard Security Agent uniform is to consist of a white shirt and uniform slacks of a dark color unless otherwise noted herein.
 - iii. Matching dark color socks will be worn with the shoes. (Employee provided)
 - iv. Athletic shoes are not acceptable.

The minimum allotments of items below are to be provided by the Contractor to each of their Security Agents. A deposit of 50% of the full uniform issue value will be deducted from the Security Agents' payroll on a prorated schedule. After ninety (90) days of employment the footwear portion of uniform deposit will be returned and the remainder of the uniform deposit will be returned upon separation of respective parties. Security Agents will be eligible for footwear replacement annually from date of issue.

- i. Footwear is to be either a black, polished leather boot or black, polished leather lace-up oxford (1).
- ii. Shirts, long sleeve (3)
- iii. Shirts, short sleeve (3)
- iv. Trousers all weather (3)
- v. Winter Coat w/zip out liner
- vi. Rain wear (issued according to position)
- vii. Winter stocking cap (1)

2. Armed Security Agent Equipment

- a. Armed Security Agents 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. Pepper spray canister is to be carried by Armed Security Agents. The Contractor will provide the Chief Security Officer with the specific ammunition requirements authorized for use by all Armed Agents.
- b. In addition to weapon and ammunition, the Armed Security Agent 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.

B.7 MANDATORY POSITIONS:

- 1. The City requires the following onsite personnel. Any changes, or planned changes to the Contractor's Key Leadership (Account Manager or Deputy Account Manager), the Contractor will notify the Chief Security Officer of the change.
 - a. One (1)-Account Manager/Director of Security who will report directly to Chief Security Officer of the Department of General Services. This position will oversee day to day operation of Facility Management locations and deployments and will also direct (Non-DIA) City account operation and provide support to Public Works Waste Water Division and Human Services City Managers as well.
 - i. The Account Manager shall be the primary contact between the Contractor and the City.

- ii. He/ She will be stationed in the Webb Building.
 - iii. Shall work with the City Security Administrator(s) to develop detailed job specifications, duties, etc.
 - iv. Full-time (40 hours/week) Account Manager shall have overall operational and supervisory responsibility for all aspects of security services for the City.
 - v. Shall possess a minimum of three-(3) years' experience supervising security accounts similar to the scope and requirements herein.
 - vi. Available to City on a 24/7/365 basis.
- b. One (1)-Assistant Account Manager/Director of Security who will report directly to and support the Account Manager. The Assistant Account Manager will manage the account and be the point of authority in the absence of the Account Manager.
 - i. Available to City on a 24/7/365 basis.
 - c. One (1) Scheduler stationed at Webb Building-in charge of overall account personnel scheduling.
 - d. One (1) Onsite Operational Specialist at the Webb Building – in position will be considered an internal dispatch position.
 - e. One (1) Training Supervisor- Services and trains personnel across all account locations/ deployments and fills in as required.
 - f. Multiple Roving Supervisors for uninterrupted 24/7/365 account coverage, personnel back up and breaks.
 - g. Security Supervisor/ Assistant

The Contractor shall provide Site Security Supervisors/Assistant Supervisors. The Supervisor/Assistant Supervisor's primary assignment shall be the on-site supervisory responsibility for Contractor's personnel. A Site 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.

- h. One (1)-Site Security Supervisor for Public Works Waste Water Division. He/she will be stationed in the Waste Water Building.
- i. One (1)-Site Security Supervisor for Department of Human Services. He/she will be stationed in the Castro Building.
- j. Assistant Site Supervisor(s)
- k. Multiple-Security Agents-Un-Armed
- l. Multiple-Security Agents-Armed

- m. Additional Position (as applicable)
- n. Initial service locations and their specific personnel and service requirements along with additional information is included herein.
- o. The City and County of Denver desires Security Agents and Staff of the highest quality and integrity, with a minimal turnover.

B.8 OUTSIDE CONSULTANTS:

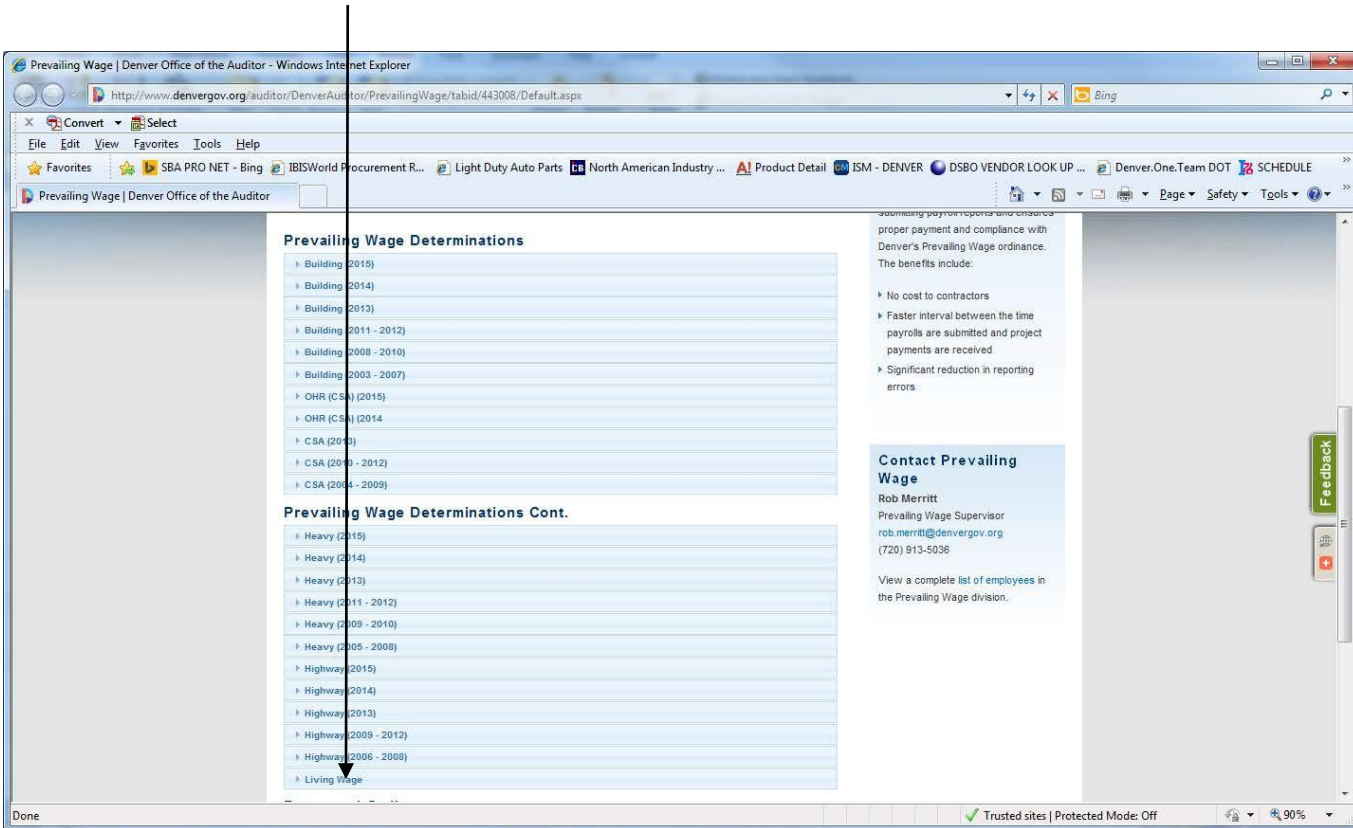
- 1. Contractor may use outside consultants to provide assistance in the development of post orders, third party audits of operations, and additional services as required.
 - i. City shall be notified when third party consultants are being utilized on City property.

B.9 COMPENSATION/ WAGES:

1. PAYMENT OF LIVING WAGES PROVISIONS:

Link:

<http://www.denvergov.org/auditor/DenverAuditor/PrevailingWage/tabid/443008/Default.aspx>



Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this proposal 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.

- a. **The Living Wage as of February 2015 is \$11.66/hour. (Released 2-17-2015) This rate may be adjusted over time.**

- b. Every person engaged in the work of a parking lot attendant, security guard, 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 in this proposal.
- c. The Vendor 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 vendor or subcontractor and such Covered Workers.
- d. The vendor 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 vendor and all subcontractors working under the vendor.
- e. If the vendor 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 vendor, withhold further payments to the vendor, or suspend or terminate the vendor'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 vendor shall be liable to the City for any excess costs occasioned the City thereby.
- f. The vendor 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 vendor 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.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the vendor 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 vendor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

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.

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

B.10 ANNUAL RATE ADJUSTMENTS

1. Occurrence: Yearly in March – Effective Period -> Subsequent Calendar Year January 1, 20XX – December 31, 20XX
 - a. The Contractor may submit a request to the City to consider adjustments to employee pay rates and the contractor management fee March of every year of the contract; with the approved modified rates going into effect the January 1 of subsequent year.
 - b. Such request is to be accompanied by a justification letter with support documentation. In addition; the City reserves the right to accept, reject, or negotiate the rate adjustments or timing of.
 - c. In the event that budgets are being capped and/or reduced, and/or City employee pay rates are frozen due to budgetary restraints, no increases to either employee pay rates or management fee will be approved.

- d. Upon acceptance by the City the rates will be typically adjusted as follows unless otherwise modified/ approved by the City:
- e. Annual Agent (Armed and Unarmed) Gross Pay Rate Adjustment
- f. Annual gross pay rates shall index from published Federal Bureau of Statistics-Consumer Price Index Denver-Boulder-Greeley, CO {CUURA433SA0}.
 - i. Assume an initial contractor's unarmed security agent gross minimum hourly pay rate is \$13.29 / hour and assume gross maximum hourly pay rate for unarmed security agent is \$14.17.
 - ii. Example- assume the CPI increases by 2.4% from 2014-2015 (based on HALF2-2014 {Base Line going forward} timeline to HALF2 2015) then minimum pay range rate/ hour in 2017 will be:

Pre-Adjustment	Post Adjustment-Following January, 2017
Minimum Pay Rate {Proposed & Accepted}	Minimum Pay Rate {adjusted per year to year timeline averages}
\$13.29	\$13.61 (\$13.29 + 2.4%)
Maximum Pay Rate {Proposed & Accepted}	Maximum Pay Rate {adjusted per year to year timeline averages}
\$14.17	\$14.51 (\$14.17 + 2.4%)

- iii. Note 2016 rates based on proposal pricing

This methodology would apply for the entire pay range and pay rates for security agent positions.

- iv. Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.
- g. Annual Site Supervisor and Assistant Site Supervisor (Armed and Unarmed) Pay Rate Adjustment
 - 1. Annual pay rates shall index from published Federal Bureau of Labor Statistics Producer Price Index (PPI): PCU561612561612 {Security Guards and Patrol services}.
 - i. Assume an initial contractor's site unarmed site supervisor gross minimum hourly pay rate is \$15.59 / hour and assume gross maximum wage pay rate for unarmed site supervisor is \$16.29.
 - ii. Example- assume the PPI increases by 1.5% from 2014-2015 (based on average November 1, 2013-October 31, 2014 {Base Line going forward} timeline to November 1, 2014- October 31, 2015 timeline) then minimum pay range rate/ hour in 2017 will be:

Pre-Adjustment	Post Adjustment-Following January, 2017
Minimum Pay Rate {Proposed & Accepted}	Minimum Pay Rate {adjusted per year to year timeline averages}
\$15.59	\$15.82 (\$15.59 + 1.5%)
Maximum Pay Rate {Proposed & Accepted}	Maximum Pay Rate {adjusted per year to year timeline averages}
\$16.29	\$16.53 (\$16.29 + 1.5%)

- iii. Note 2016 rates based on proposal pricing.

This methodology would apply for the entire pay range and pay rates for Site Supervisor Positions.

- iv. Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.
- h. Annual Management Fee Adjustment
- 1. Annual Management Fee rates shall index from published Federal Bureau of Labor Statistics Producer Price Index (PPI): PCU561612561612 {Security Guards and Patrol services}.
 - i. Assume a contractor's management fee per hour is \$7.00 per hour.
 - ii. Example- assume the PPI increases by 1.5% from 2014-2015 (based on average November 1, 2013-October 31, 2014 {Base Line going forward} timeline to November 1, 2014- October 31, 2015 timeline) then the management fee per hour will be:

Pre-Adjustment	Post Adjustment-Following January 2017
Management Fee Per Hour (Proposed & Accepted)	Management Fee Per Hour {adjusted per year to year timeline averages}
\$7.00	\$7.11 (\$7.00 + 1.5% (rounded))

Note: The City will NOT be billed directly nor will an adjustment be made for the wages of Account-wide staff (Account Manager, Assistant Account Manager, Scheduler, Training Supervisor, Roving Supervisors) as the pay for these positions is included in the management fee.

- i. Additional Positions
 - 1. The employee gross wage pay rates of future unknown positions throughout the term of subsequent contract shall be negotiated by the City and the Contractor.
 - i. The billing rates for these positions will follow the adjustment protocol as existing positions described herein.
Billing Rate Equals= Gross Pay Rate + Employer Payroll Taxes + Management Fee.

B.11 BENEFITS-REQUIRED MINIMUMS:

The following medical, dental and vision benefits shall be paid to all full-time employees working under this Agreement (30 hours or more a week). Vacation/Personal-Days are paid to employees who work at least 36 hours or more per week.

- 1. Holidays:
 - Holiday pay shall be compensated at a gross pay rate of time and one-half for the following ten (10) holidays ONLY for service hours worked; however, the City will only be charged straight hour billing rate.
 - New Year's Day; Martin Luther King Day; Cesar Chavez Day; President's Day; Memorial Day; July 4th; Veterans Day; Labor Day; Thanksgiving Day; Christmas Day.
- 2. Overtime (NON-City requested):
 - Security Personnel shall be paid time and one-half wages for any hours exceeding forty (40) Hours per week. As with Holiday pay, the City shall not compensate the Contractor for overtime expenses. It is the Contractor's responsibility to manage their staff and scheduling so as to minimize overtime.

3. Overtime (City requested)

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 resulting from the overtime request. Under no circumstances will overtime be allowed without the express prior approval of the City.

4. Medical

Medical coverage for employees is mandatory where required by the Federal Affordable Care Act.

B.12 CONTRACTOR AND SUB-CONTRACTOR PROGRAMS AND PERFORMANCE

Contractor shall provide the following comprehensive benefits listed in the following paragraphs 1-14, to all regularly scheduled HSS employed 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 directly compensate the Contractor for any costs associated with any required benefits described below (included in management fee):

1. 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.

2. 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.

3. 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.

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).

4. 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 discretionary contribution from HSS. To be eligible an employee must be over age 21 and:

i. Have completed at least one year of employment

- ii. Worked 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.

5. 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.

6. iLEAD

The customized iLEAD program includes computer-based training courses and instructor-led training classes emphasizing total leadership development. iLEAD is structured for progressive learning at every level within HSS. The 100 series curriculum is targeted toward entry level employees and focuses on Leading Self. The 200 series curriculum is targeted towards supervisors and focuses on Leading Others, while the 300 series curriculum is targeted towards program managers and focuses on operating the Business. Finally, the 400 series curriculum is targeted towards the executive staff and focuses on Leading Strategy and Change.

7. Paid Time Off Program

HSS provides a benefit of Personal Time Off (PTO) to full-time employees to compensate during an absence from work due to vacation or personal reasons. Employees earn one week (40 hours) of PTO upon completion of one year of full-time continuous service. After the first year of service, HSS employees begin to accrue PTO each pay period at accrual rates, which increase with tenure and will provide employees a minimum of 80 hours of PTO upon completion of five years of service.

In addition, HSS provides Catastrophic Leave (CL) to eligible, full-time employees to provide compensation during periods of serious illness or injury not work related, and for bereavement. A full-time employee is given forty (40) hours of CL following the first year of full-time employment and accrues 1.54 hours per pay period worked thereafter. PTO/CL hours can carry over from year to

year, up to a 160 PTO hours and 200 CL hours.

Employees' continuous service dates, tenure dates and PTO/CL balances obtained in the previous Denver Government Services Contract will remain and carry forward in the subsequent awarded contract.

8. Employee Wellness Program

Employees who enroll in an HSS medical insurance plan are eligible to participate in our **FREE** Employee Wellness Program. This program offers individual consultation, life coaches, and personalized assistance in reaching individual goals.

- a. Life & Accidental Death and Dismemberment plan HSS offers Basic and Supplemental Life and AD&D coverage through Mutual of Omaha. All employees have the option of purchasing Life and AD&D coverage. After one year of service, HSS provides \$10,000 coverage for all active, full-time non-exempt (hourly) employees regularly working a minimum of 36 hours per week at no charge to the employee.

9. Short-Term and Long-Term Disability

Disability plans provide income replacement when you are unable to work due to a non-work related injury or illness.

Short-term Disability

After Participants satisfy a 14-day waiting period, benefits will provide 60% of your weekly covered earnings to a maximum of \$1,000, payable up to an 11-week maximum benefit period.

Long-term Disability if your disability continues for 90 days or more, this benefit replaces 60% of your annual earnings to a maximum of \$5,000 per month.

10. Employee Assistance Program

HSS offers a 24/7 Employee Assistance Program through Mutual of Omaha Group Insurance. This service offers confidential support, guidance, and resources to employees and provides assistance with parenting and childcare, eldercare, relationships, work and career, and financial concerns.

11. Promotion

- a. Contractor shall strive to maintain an internal promotion rate of 70-85% throughout the life of the contract.

12. Full-Time / Part Time Employee Balance

- a. Contractor shall strive to maintain a 70 %-80% full-time / 30%-20% part-time balance rate throughout the life of the contract.

13. Contractor Employee Performance

HSS evaluates security officers daily by conducting daily supervisory checks and monthly competency testing. Supervisors meet with employees daily and test post order competency. If security officers do not pass the competency test, immediate retraining is performed onsite and the material is reviewed until thoroughly understood. While making their site visits, supervisors clarify any questions, resolve concerns, conduct uniform inspections, and evaluate job performance. Uniform inspections are documented and include confirming that security officers have the necessary identification and are wearing their uniform properly. Employees are incented

with rewards for consecutive excellent uniform inspections. Additionally, performance evaluations are conducted on all employees a minimum of once annually.

14. Overall Contract Performance

- a. The City and Contractor will 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 City of exceptional performance or any problems related to services.

15. MWBE Participation

The Contractor will commit at least 16% of the total revenue derived from this contract to Minority/ Women owned enterprises along with 21% of total hours.

The Contractor will provide one annual or upon demand a statement/ historical data indicating the distribution of service hours/ contract revenue with MWBE companies throughout the term of this contract.

The Contractor may also sub-contract with MWBE contractors who do not provide direct security services.

Sub-contractor Security Personnel shall be trained to the Contractor's guidelines/ standards.

16. Homeland Security "Safety Act"

Certification Retention

The Contractor shall retain either both the U.S. Department of Homeland Security "Safety Act" Certification and/or the U.S. Department of Homeland Security "Safety Act" designation throughout the term of the contract.

In the event of revocation of the certification, the Contractor shall immediately notify the Chief Security Officer of General Services.

B.13 TRAINING REQUIREMENTS:

1. Contractor is to have an established training program in which all Security Agents 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 its own expense, a minimum of twenty-four (24) hours of training for employees (both Security Agents and Supervisors) 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. Contractor is to provide the Chief Security Officer with a copy of their current Use of Force Policy as taught in their on-board training for armed security agent positions.
4. In addition, to the formal training for new hires, the Contractor is to provide ongoing on-the- job training in response to Security Agent(s) needs and changing conditions to ensure he/she is performing to the satisfaction of the City.

5. Security Agent training is to include but not limited to the following:

1. Operational orientation: Policies, procedures, rules and regulations.
2. Legal Restrictions: Problem solving exercises related to how to determine: “probable cause”, “use of force”, Security Agent rights and responsibilities in detaining suspects, confrontational situations, and apprehending suspects.
3. Patrols: Methods of patrolling offices, public buildings, exterior walkways, parking areas, safe conduct of patrol rounds and defensive measures in confrontational situations.
4. Report Writing: How to prepare, draft, review, and submit relevant information for City personnel along with insurance, investigative, or litigation purposes.
5. Radio Communications: Radio operations-routine and emergency situations.
6. 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.
7. First Responder/ First Aid: Certified Red Cross instruction including Cardio- pulmonary resuscitation (CPR).
8. Self -Defense techniques.
9. Alarm system orientation: Identification and discussion of various alarm devices found on City property.
10. Armed and Supervisory Agents 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.
11. 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.
12. Training is to include appearance, courtesy, and customer service to the public. New Security Agent 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.
13. Contractor shall meet the Specific Training set out herein at Attachment 1.

6. Armed Agents-Training and Requirements

1. Training Requirements
 - i. The Contractor shall be responsible for training armed Agents in the use of weapons (including firearms).
 - ii. The possession and use of weapons by Agents 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.

- iii. All Agents who are authorized to wield weapons, including firearms, must be trained and proficient in the use of such weapons.
- iv. Proficiency in the use of specific firearms must be demonstrated when an Agent is initially employed to service the subsequent contract by the successful completion of a training course approved by the Manager of Safety of the City and County of Denver.
- v. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Agent has successfully completed the initial weapons training course and required subsequent annual refresher courses.
- vi. The above are minimum standards, and the Contractor shall require any and all further training to keep each Agent proficient in the care, maintenance and use of firearms.

B.14 STAFF IMPLEMENTATION REQUIREMENTS:

1. 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) Article 5.
2. The Contractor is to submit to City, thirty (30) days (sooner if possible) prior to service start date of the contract the following:
Lists of the Security Agents, Supervisors, Asst. Supervisors, etc. assigned to the City account and include copies of their valid Merchant Guard License(s), Merchant Guard Firearm Status, Driver's Licenses, copies of all written candidate background investigation reports and evidence of CPR and First Aid training.
3. Prior to the contract start date, the Contractor is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Agents.
4. Transition Training
 - i. Contractor will methodically test and re-train its agents using a comprehensive test that measures their specific site knowledge and use of screening equipment.

B.15 REPORTING AND ANALYSIS

1. The Contractor is to provide the City with comprehensive reporting and analysis in regards to but not limited to: patrols, tours, and incidents
 - i. Reporting shall be available from a high-level account/Citywide aspect down to location/ deployment incident specific instance.
 - ii. Contractor shall be able to provide periodic reporting and trend analysis in relation to the overall account and locations/ deployments reflective of incidents and other DATA over defined time- periods.
 - iii. Provide additional reporting as required by individual agencies.

- iv. Provide comparative analysis with other entities in the metropolitan area along with comparable cities in other states (as applicable).

B.16 PRICING

Pay Rates and Billing Rates: See Attachment 2. Contractor shall pay its employees based on the HSS Pay Rate Structure-Agents and Supervisors

B.17 X-RAY EQUIPMENT

X-Ray Equipment-See Attachment 3 for required equipment and associated payment: X-Ray Equipment Pricing Schedule.

Agency Specific Scope of Works

The Contractor shall provide Uniformed Unarmed and Armed Security Agents and coverage for each agency as detailed herein. The approximate service and personnel needs outlined are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual level of service and/or personnel hours will equal the estimates. The City will be supplied with more or less of the services outlined herein according to actual security requirements or recommendations, and the availability of appropriated funds.

B.18 FACILITIES MANAGEMENT (FM) FACILITIES SPECIFIC REQUIREMENTS:

1. FM Buildings/ Facilities /Sites (All Currently Unarmed)
2. 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. Minoru Yasui Office Building, 303 W. Colfax Ave
 - f. Justice Center, 490 W. Colfax Ave
 - g. Roslyn Complex, 5440 Roslyn Street
 - h. Roving Supervisor w/vehicle (all locations)
3. The scope for these locations is primarily the operation of 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
1. Other required duties include building foot patrols, information desk duty, guardhouse

duty, roving supervisor with vehicle, assisting emergency evacuations, and any other Security Agent duties as detailed herein, or as may be added in the future.

2. Invoicing

- a. 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

Email to: FacilitiesManagementInvoices@denvergov.org

Invoices must include:

Invoice
number
Invoice
date
Service date(s) or service period
PO number (will be provided to contractor when assigned)
Business Unit/ORG (GSFPM-3082800)
Service location (Building name and address)
Facility Code (list will be provided to the
contractor) Itemized charges, including unit of
measurement Total charge

3. FM Specific Scope of Work Requirements:

- a. The Contractor shall ensure that Agents are available to provide escorts for Judges, Magistrates, Prosecutors and other City employees who work late shifts, night shifts, night court, and who support City Council meetings and special events in the late evening hours. All Security Agents are able bodied and trained to provide escort service upon request.
- b. Attendance verification shall be required at the start of each shift. The Site Supervisor or Assistant Supervisor shall assure that each Agent is present, neat and clean in appearance prior to the beginning of each shift.
- c. All Agents shall sign in and out in the Security Personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post. 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.
- d. 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.
- e. 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.
- f. The Contractor shall provide quarterly threat training or re-certification training to all Security Agents and shall make the training records available to the City and

County of Denver for inspection.

- g. Assist with the programming of the building security access system and security access cards.
- h. Develop Post Orders specific to building and maintain as required.
- i. Make security recommendations to assist with overall building security.
- j. Reporting
 - i. 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.
 - ii. 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 to the City and to appropriate using agency personnel.
 - iii. 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 and City and County Building.
 - iv. The Contractor may be asked periodically to provide special reports concerning personnel, staff training, security incidents, security needs, etc.
 - v. 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.
- k. Vehicles
 - i. One (1) vehicle will be required which must be no more than five (5) years old throughout the term of the subsequent contract. Vehicle(s) supplied must be capable of responding over varying terrain and during all weather conditions. Vehicle is to be appropriately marked as security vehicles on both the left and right sides (front doors). Compensation for this vehicle is to be on per- month basis only.
- l. Radios
 - i. The Contractor is to have the existing capability to provide two-way radio communications between Agents, and to/ from a centralized radio communications headquarters. The Contractor is to be responsible for monitoring radio communication twenty-four (24) hours per day with all Facilities Management Facilities. The City shall supply and maintain radios for the Agents assigned to the City and County Building. The Contractor shall supply and maintain all other radios.
- m. Initial FM Locations/Coverage/Estimated Hours are provided herein. See at

Attachment 4 for City locations and Service hours.

- i. Schedules depicted are approximations and **subject to change** as required by changing circumstances.
- ii. Unless otherwise noted assume positions are filled by a Security Agent- Un- Armed

B.19 HUMAN SERVICES ADDITIONAL SPECIFIC REQUIREMENTS

1. General Information-Human Services

Send invoices to:
Denver Department of Human Services
1200 Federal Boulevard
Denver, CO
80204 Attn:
Accounts Payable
or as required in the future.

2. Denver Human Services Specific Requirements for All Posts

Agents will staff posts as assigned, according to the schedules as required, at the building location(s) designated.

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

- i. Providing special protective action for at-risk clients such as infants, disabled, elderly, and others as these specific groups visit DDHS facilities.
- ii. Operating personal computers and specialized software for the purpose of monitoring alarm systems, access control functions and video surveillance equipment and various reports and documents.
- iii. When assigned to a security control desk, answering telephone calls in which persons report medical emergencies, disturbances or other significant emergencies or other urgent situations within the Department or on the campus, obtaining required information and using special radio communication equipment to notify Agents and direct a response to the matter.
- iv. Effective customer service skills are of the utmost importance at any post in this facility.

3. Denver Human Services Specific Requirements for Specific Post(s)

- i. Family Crisis Center - 2929 W. 10th Avenue
 - This post requires special tact and skill in dealing with 12 to 20-year-old youths in a residential setting.

4. Other Assigned Personnel

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

Responsibilities of this Site Supervisor include:

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

5. Initial Service Location Hours at Denver Human Services are provided herein. Schedules depicted workbook are approximations and subject to change at the discretion of the City.

B.20 WASTEWATER MANAGEMENT REQUIREMENTS

Address: WASTEWATER MANAGEMENT DIVISION, 2000 3RD AVE.

1. Wastewater General Requirements

Wastewater will provide each Agent with a panic alarm pager and two-way police radios. Contractor radios are not utilized at the Wastewater Complex. Wastewater has video surveillance equipment and computer controlled door locking system. The agency will provide training on all in-house equipment during the training period. The Contractor will provide the Site Supervisor with a pager.

All issued equipment, i.e., radios, panic alarm pagers, keys, cameras, flashlight, documents, code and training books are not to be removed from the Wastewater Complex for any reason.

They are to be passed to the next shift of Agents. If a piece of equipment is lost or broken it must be reported in writing (Incident Report) and reported to the Agency Contact.

The agency will have the final decision on all Security Agents 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.

2. Wastewater Vehicle Required:

Contractor must furnish a vehicle assigned permanently to the Wastewater Account to facilitate patrol of the Wastewater 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. Contractor shall identify the make, model and year of vehicle they will furnish for Wastewater.

3. Wastewater Employee Check-in, Timekeeping, Meals

Security Agents are to Report to Wastewater Management Division site on time for their shift. They must log in on the computer and familiarize themselves with the plan of the day. Sign in on the pass-on book. Agents 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, Agents

must respond immediately.

4. **Special Requirements for Wastewater Supervisors:**
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.
5. **Signing in and out:**
All Agents shall sign in and out in the personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.
6. **Service Location Hours at Waste Water Division:**
Schedules depicted herein are approximations and subject to change at the discretion of the City.
7. **Weapons and Ammunition:**
The type of weapon and ammunition acceptable for armed Agents shall be comparable to equipment used by the Denver Police Department. A baton and pepper spray shall also be carried by armed Agents. In addition, to weapon and ammunition, Wastewater Security Personnel will wear and have certified training for the following:
 - Handcuffs (pair) and keys
 - Handcuff case

The Contractor shall furnish, in writing, a list of personnel which shall include their assigned license or permit and any ensuing changes thereto to the individual agency administrator.

C1. QUARTERLY SCORECARD REVIEW PROCESS:

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

EXAMPLE QUARTERLY REVIEW SCORECARD

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

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

Note:

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

		Scorecard Areas for Evaluation (If rating is less than 5, Comments are required)				<u>TOTAL SCORE</u>		
						0.00		
Category	Category Weight	SLA's	Consideration Weight	Score	Weighted Score	Category Score	COMMENTS	
1 - EMERGENCY PROCEDURES	25%	a. Security Officers respond to emergency incidents in the agreed upon response time	30%		0	0.0		
		b. Security Officers follow company procedures and post orders when responding to an emergency	30%		0			
		c. Security Officers are documenting and reporting conditions, problems, issues and concerns so that emergencies can be prevented	30%		0			
		d. Recommendations are made to change or improve emergency services 10 = Yes or Not Applicable 1 = No	10%		0			
2 - OPERATIONAL	15%	a. Incidents are being observed and reported in a timely manner	20%		0	0.0		

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

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

<p>Overall comments</p>	
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HSS Training Program (Denver Government Services)

Onboarding New Hires (All HSS Teammates)

HSS New Teammate Orientation (NTO) Company Specific COMING JANUARY 2021

New teammates are introduced to HSS and become acquainted with support available to them at any point during their tenure.

Format	Time	Cadence
Virtual ILT	2 hours	One-time
<ul style="list-style-type: none"> Who We Are: Welcome from HSS leaders, HSS Brand, HSS divisions HSS Culture: Our Purpose, principles, customer service Teammate Services: Introduction to Human Resources 	<ul style="list-style-type: none"> HSS Support Tools: Who to contact for various levels of support HSS Teammate Handbook: Highlights HSS policies and procedures 	

HSS Basic Security Guard Training

This unit focuses on basic concepts to be a HSS security guard that includes key topics of security guard duties, communication protocols and procedures, customer service, Use of Force, and legal implications including CRS. This course is built to meet the approved training provider requirements per the City and County of Denver Security Guard License new guard training.

Format	Time	Cadence
ILT	16 hours	One-time
Duties of a Security Guard		
<ul style="list-style-type: none"> Denver Revised Municipal Code Rules Governing Security Guards & Private Security Companies 	<ul style="list-style-type: none"> Attendance Policy & Expectations Customer Service & Communications 	
Fundamentals of Security Duties		
<ul style="list-style-type: none"> Denver Government specific tasks Patrolling techniques; specific to Denver Government Building location Vendor Inspections 	<ul style="list-style-type: none"> Observation techniques Access Control Stop-List Procedures and Operations Radio and Communications 	
Security Screening and Equipment Training		
<ul style="list-style-type: none"> Operations and Interpretation of X-ray scanning devices Walk through Metal Detectors Procedures Hand Wand Procedures Personnel Property Searches 	<ul style="list-style-type: none"> Magnetometer Operations and testing Process How to recognize Weapons, Drugs, and other illegal items How to report if Weapons, Drugs, and other illegal items are found 	
Reports and Report Writing		
<ul style="list-style-type: none"> Daily Activity Reports Security Incident Reports Documenting Thorough Security Reports Track Tik Reporting Tool Hands-On Training 	<ul style="list-style-type: none"> Hands-On Report Writing Practice Security Condition Reports Pass-On logs 	



HSS Training Program (Denver Government Services)

HSS Basic Security Guard Training (continued)

Use of Force and Legal Considerations

- | | |
|---|---|
| <ul style="list-style-type: none"> • Use of Force Policy Acknowledgement • Use of Force Continuum • Legal Considerations (includes Tort) • Hands-Off Protocol • Notification Procedures • Notification Timeframes • Communication to Law Enforcement | <ul style="list-style-type: none"> • Law Enforcement & Testimony Requests • Excise & License Notification • Securing a Scene • CRS Review • Determine Appropriate/Inappropriate Response • Relate Scenarios to Applicable CRS |
|---|---|

De-escalation Training and Tactics (DTT)

This course teaches teammates about aggressive behaviors and how to de-escalate situations they may encounter while performing security duties. They also discover how to identify signs of an aggressor, how to respond effectively, and how HSS supports teammates in these situations.

Terrorism & Targeted Violence Awareness and Behavior Recognition (TTABR)

HSS new teammates learn to observe any suspicious behavior or combinations of behaviors, to recognize signs of terrorism and targeted violence, and to immediately report this critical information to their supervisors, client, and proper law enforcement authorities. They also learn how their overall responsibility to observe and report links to DHS's "If You See Something, Say Something®" campaign. This course covers the spectrum of terrorism and targeted violence situations that officers could encounter, such as insider and cyber threats, shootings, bombings, hijackings, kidnappings, and human trafficking.

Active Shooter Response Initial

HSS new teammates receive Active Shooter Response training, which focuses on how to respond in the event of an active shooter.

New Security Officer Orientation (NSOO) On-The-Job Training:

Competency Training/On-The-Job Training (OJT)

Format	Time	Cadence
OJT	24 hours	One-time
<p>On-the-job training builds on the topics learned in the initial instructor-led Basic Security Guard Training. Included with traditional on-the-job training methods are Site Specific competencies. These are taught as part of on-the-job training and practice. HSS uses a criteria-based model that involves practical application to learn a set of behaviors and physical skills that are essential to success as a security officer as part of evaluating proficiency. Examples include:</p> <ul style="list-style-type: none"> • Vender Inspections • Patrols • Personal Property Inspection • Report Writing 		



HSS Training Program (Denver Government Services)

HSS Ongoing Training (All HSS Teammates)

Ongoing OJT

Format	Time	Cadence
OJT	Varies	As Needed

Additional training, whether it is competency focused, customer service oriented, or specific to a site's need, OJT will be provided on an as-needed basis to ensure a Security Guard's success and effectiveness. All competencies are also evaluated as part of OJT training.

Training Bulletins

Format	Time	Cadence
ILT	15 minutes	Monthly

HSS releases a monthly Training Bulletin for all Security Guards and above to complete. Training topics can be DGS specific, industry specific, HSS specific topics. This training modality is used to deliver ongoing training requirements such as Hazardous Materials, Anti-Terrorism, Insider Threat/Behavior Recognition, Trauma Informed Care, First Amendment Rights, Unconscious Bias, and so on.

Facilitated CPR and First Aid Training

Format	Time	Cadence
ILT	4 hours	Every 2 years

CPR and First Aid training.

Hazardous Materials

Format	Time	Cadence
ILT	30 minutes	Annual

The purpose of this course is to review the "Right-to-Know," to ensure that the hazards of all chemicals produced or imported are evaluated, and that information concerning their hazards is transmitted to employers and employees. This transmittal of information includes container labeling and other forms of warning, such as, material safety data sheets (MSDS), safety data sheets (SDS), and employee training. Course content aligns with standards established by OSHA and Globally Harmonized System of Classification and Labelling of Chemicals (GHS).

Active Shooter Response Training

Format	Time	Cadence
ILT	45 minutes	Annual

This course reviews what active shooter/events, cover versus concealment, and the FBI recommended protocol of Run, Hide, Fight. Additionally, it focuses on the role of a Security Guard, situational awareness, observing and reporting, prevention and mitigation and working with law enforcement during an event.



HSS Training Program (Denver Government Services)

HSS Ongoing Training (continued)

First Amendment Training (Training Bulletin + Job Aid)

Format	Time	Cadence
ILT + Job Aid	15 minutes	Annual

This topic informs the learner on an individual's first amendment right to free speech and to assemble in addition to expectations for HSS Security Guards when encountering an individual(s) expressing these rights. In addition to the training, Security Guards will carry a badge-sized card with key points to remind them of these necessary responsibilities.

Trauma Informed Care

Format	Time	Cadence
ILT	30 minutes	Annual

HSS's Trauma Informed Care training is based on the National Center for Trauma Informed Care's 6 Guiding principles of Safety, Trustworthiness & Transparency, Peer Support, Collaboration & Mutuality, Empowerment Voice & Choice, and Cultural, Historical & Gender Issues. The training is focused on learning about how past trauma impacts a person or coworker, the impact of empathy to find a resolution, and understanding the danger of re-traumatization.

Unconscious Bias

Format	Time	Cadence
eLearning	30 minutes	Annual

This course first defines unconscious bias and its impact on organizational effectiveness. It then explores the brain science behind unconscious bias, decision making, basic assumptions, and self-awareness in an effort to mitigate how this can be appear in our daily activities.

Denver Security Guard RENEWAL

Format	Time	Cadence
eLearning	8 hours	Annual

This eLearning course meets the City and County of Denver training requirements for Denver security guards to renew their Security Guard License.



HSS Training Program (Denver Government Services)

HSS Tactical Training (All Teammates with this requirement)

TASER User Course

Format	Time	Cadence
ILT	8 hours	One-time
This course provides the basic operational theory and practical training to reasonably, safely and effectively operate TASER Conducted Electrical Weapons (CEWs). Handcuffing certification is included.		
Prerequisite: Must be working in a TASER post, receive supervisor approval and comply with TASER policy.		

TASER Requalification Course

Format	Time	Cadence
ILT	4 hours	Annual
Recertification training is required once a year in order to maintain TASER post status.		

HSS Basic Firearms Course

Format	Time	Cadence
ILT	3 days	One-time
This course is designed to familiarize officers with basic handgun shooting fundamentals and the considerations of carrying a handgun for the protection of others. Course includes legal considerations, dry-fire weapons manipulations, live fire training and qualification, simulation training, and weapons retention. Handcuffing certification is included.		
Prerequisite: Must be working in an armed post, pass an HSS-approved psychological evaluation, have an approved firearm, receive supervisor approval and comply with firearms policy.		

HSS Firearm Requalification

Format	Time	Cadence
ILT	4 hours	Every 6-months
This course is designed to maintain proficiency of basic handgun shooting fundamentals. Handcuffing certification is included.		

Handcuffing Certification

Format	Time	Cadence
ILT + eLearning	2 hours	One-time
For accounts that require only handcuffs without a Use of Force tool, this class contains all the key concepts of safe handcuffing as in the Firearms and TASER courses.		

Handcuffing Re-Certification

Format	Time	Cadence
ILT	2 hours	Annual
This course is designed to maintain proficiency of basic and safe handcuffing certification is included.		



HSS Training Program (Denver Government Services)

HSS Leadership Training (Teammates Supervisor and Above)

Introduction to Vision Scheduling System

Format	Time	Cadence
eLearning	2 hours	One-time
This online course series is an introduction to the HSS scheduling tool. This includes process and procedural expectations.		

Buddy to Boss

Format	Time	Cadence
Virtual ILT	6 hours	One-time
The Buddy to Boss course provides new supervisors and managers with the tools for success. In this course, they will learn how to identify their preferred leadership style, how to effectively communicate the change or transition to their team and develop a 90 Day Management Transition Plan.		

Management Foundations

Format	Time	Cadence
Virtual ILT	6 hours	One-time
This course will support you in leading and being a force for good for your teams, providing you with the foundational knowledge and skills to manage with influence, engage your teammates throughout the Teammate Lifecycle, and align your leadership with "The Six Words that Define HSS." This course provides an opportunity to step back, reflect, and learn from one-another about balancing management and leadership; as well as how these principles of management apply regardless of level.		
Prerequisite: Must be a shift supervisor or above and/or receive approval from your supervisor/manager.		

Authentic Leadership

Format	Time	Cadence
Virtual ILT + Coaching	26 hours (1 hour per week)	One-time
This course on building skills around creating strong relationships and strategies for high performance. Each module focuses on building the skills necessary to increase organizational effectiveness and creating a learning environment to encourage sustainable behavior change.		

Leader as Coach

Format	Time	Cadence
Virtual ILT + Coaching	26 weeks (1 hour per week)	One-time
Continues with the concepts learned during Authentic Leadership.		
Prerequisite: Must have successfully completed Authentic Leadership		



HSS Training Program (Denver Government Services)

HSS Leadership Training (continued)

Learning Library

Format	Time	Cadence
eLearning	Varies	One-time
This is a content library which allows our managers access to a variety of curated courses and TED Talks related to leadership topics.		

EXHIBIT E, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

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

2. DEFINITIONS.

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

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

- 2.1.1.1. Awards may be in the form of:

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

- 2.1.1.1.2. Grants;

- 2.1.1.1.3. Contracts;

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

- 2.1.1.1.5. Loans;

- 2.1.1.1.6. Loan Guarantees;

- 2.1.1.1.7. Subsidies;

- 2.1.1.1.8. Insurance;

- 2.1.1.1.9. Food commodities;

- 2.1.1.1.10. Direct appropriations;

- 2.1.1.1.11. Assessed and voluntary contributions; and

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

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

- 2.1.1.2. Award *does not* include:

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

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

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

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

3. COMPLIANCE.

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

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

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

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

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Contractor received:

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

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

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

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

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

9. PROCUREMENT STANDARDS.

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

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

10. ACCESS TO RECORDS

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

11. SINGLE AUDIT REQUIREMENTS

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

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

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

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

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

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

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

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

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

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

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

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

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT.

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

END OF DOCUMENT.