

## AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **UNIVERSAL PROTECTION SERVICE L.P.**, a California limited partnership, doing business as **ALLIED UNIVERSAL SECURITY SERVICES** with an address of 5995 Greenwood Plaza Boulevard Suite 225, Greenwood Village, CO 80111, hereinafter referred to as the "Contractor."

### **WITNESSETH:**

**WHEREAS**, the City desires to retain the Contractor to provide security services as needed to various City venues and facilities;

**WHEREAS**, the Contractor possesses the qualifications required by the City;

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

**WHEREAS**, the Contractor desires to provide facility services to the City and is ready, willing and able to undertake and perform these services as an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

**1. FORM OF AGREEMENT:** This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs and referenced exhibits. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

**2. CITY REPRESENTATIVE:** The Director of the City's Arts & Venues Denver Division ("AVD"), or his/her designee ("Director"), is the official City representative and directs all services performed under this Agreement. Communication between the Director and the Contractor shall be directed through the Director, or such other City agency representative(s) as the Director shall designate.

Day-to-day operational coordination of all the Services (as hereinafter defined) will be provided by the Director or his/her authorized representative. The Contractor agrees that during the term of this Agreement it shall fully coordinate all Services hereunder with the Director.

**3. SERVICES TO BE PERFORMED:** The Contractor shall be responsible for providing best in class, customer-oriented facility services as described in the Scope of Work and Technical Requirements attached hereto as **Exhibit A** (the "Services") on an as-needed basis when requested by the Director. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Director shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder.

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the Services (“Service Revisions”) without invalidating the Agreement and without notice to the sureties. Service Revisions will be issued, in writing, and signed by the Director or his/her authorized representative. The Contractor shall be paid for the actual quantity or quantities of such services whether increased or decreased.

**4. TERM OF AGREEMENT:**

A. **Initial Term.** The Agreement will commence on the date of the City’s signature (the “Effective Date”) of this Agreement and will expire on December 31, 2018, (the “Initial Term.”)

B. **Renewal Options.** The City shall have the unilateral option to renew the Initial Term for up to two (2) additional one-year terms. The first Renewal Term shall be from January 1, 2019 to December 31, 2019; and the second Renewal Term shall be from January 1, 2020 to December 31, 2020; (each an “Annual Renewal”) and, if this Agreement has not been terminated by either party delivering to the other party written notice of termination prior to the final day of the second Annual Renewal Term or as a result of the City’s failure to appropriate or encumber funds in accordance with Paragraph 4, then the term of this Agreement may be extended by the City under the same terms and conditions for up to two (2) additional one (1) year renewal terms by a written amendment to this Agreement.

C. **Renewal Procedures; Non-Renewal.** The Maximum Payment shall be payable only if funds are appropriated by the City Council and for which an encumbrance has been made in each year for the ensuing fiscal year. The option of the City to renew the Initial Term, or any subsequent Renewal Term shall have been deemed to have been exercised upon the City making such appropriation and encumbrance for the next fiscal year. If such appropriation and encumbrance is not made for a future fiscal year, during which such Renewal Term occurs, then, the City shall be deemed to have failed to exercise its option to renew this Agreement for a subsequent Renewal Term, whereupon this Agreement will expire and terminate on the expiration date of the then current Initial Term or Renewal Term. Absent any notice of non-appropriation or any notice delivered in accordance with this section the Agreement shall be deemed to have been renewed. It is expressly understood and agreed that if the City exercises its option to renew this Agreement for a Renewal Term, the City’s obligation to make payments to the Bank shall only extend to monies appropriated and encumbered for the purposes and amounts covered by this Agreement.

**5. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

**6. PAYMENT:**

A. The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for the services and expenses provided under this Agreement Six Hundred Nineteen Thousand Three Hundred Sixty Six Dollars and Twenty Four Cents (**\$619,366.24**) per year (“Annual Compensation Maximum”) and, if all Renewal Terms are effected, total compensation for the services and expenses provided under this Agreement shall not exceed One Million Eight Hundred Fifty Eight Thousand Ninety Eight Dollars and Seventy Two Cents (**\$1,858,098.72**). The City will compensate the Contractor for overtime worked by its employees as set forth on **Exhibit B**, so long as the overtime compensation does not cause the total compensation to exceed either the Annual Compensation Maximum or the Maximum Contract Amount, defined below.

B. The Contractor shall individually invoice the AVD on a weekly or other mutually agreed upon basis. Each invoice shall be accompanied by a true and correct copy of the payroll records of all workers employed under the Agreement. The City will pay only for hours actually worked. Invoices must follow procedures and requirements provided in **Exhibit A**.

C. Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the annual amount of nor the total sum of One Million Eight Hundred Fifty Eight Thousand Ninety Eight Dollars and Seventy Two Cents (**\$1,858,098.72**) (“the Maximum Contract Amount”). The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor’s risk and without authorization under this Agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. If, in the opinion of the Director, the Contractor’s performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to perform the Services to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

**7. STATUS OF CONTRACTOR:** It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City; and it is not intended, nor shall it be construed, that the Contractor or any employee of the Contractor is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for any purpose whatsoever.

**8. TERMINATION OF AGREEMENT:**

A. The City has the right to terminate this Agreement, in whole or in part, with cause, on thirty (30) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to receive compensation for Services under this Agreement beyond the time when such Services become unsatisfactory to the Director.

B. If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the Services provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Director approves in writing which he determines is needed to accomplish an orderly termination of the Services.

C. The City has the right to terminate this Agreement, in whole or in part, without cause, on ninety (90) days written notice to the Contractor. However, nothing herein shall be construed as

giving the Contractor the right to receive compensation for Services provided under this Agreement beyond the time when such Services become unsatisfactory to the Director.

D. If this Agreement is terminated by the City, in whole or in part, without cause, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing the Services prior to the date of the termination.

E. If this Agreement is terminated in whole or in part, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

F. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for Services satisfactorily provided as described herein.

**9. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

**10. DEFENSE AND INDEMNIFICATION:**

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

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

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

D. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is

responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

**11. EXAMINATION OF RECORDS:** The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access and the right to examine any directly pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement. The records shall be made available for inspection at a location within the Denver metropolitan area.

**12. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

**13. VENUE, GOVERNING LAW:** Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, rules, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the District Court for City and County of Denver, Colorado.

**14. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor, its or her officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**15. CITY SMOKING POLICY:** The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

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

**17. NO WAIVER OF RIGHTS:** No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

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

**19. CONFLICT OF INTEREST:**

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

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

**20. INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance

requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

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

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

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

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

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

J. **Commercial Crime:** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's property by contractor's employees, including any extended definition of employee. City shall be named as Loss Payee as its interest may appear.

K. **Additional Provisions:**

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

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

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

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

**21. PAYMENT BOND AND PERFORMANCE BOND:**

A. A Performance Bond and a Payment Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with this Agreement and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Director. If the Director does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty (120) days before the Bond expires, then the Contractor shall be in default of this Agreement and the Director may immediately terminate this Agreement by giving the Contractor written notice of such default.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The Contractor's Payment and Performance Bond is attached hereto as **Exhibit D**. Attorneys-in-Fact who sign Performance, Payment, and Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

**22. COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*



**23. PAYMENT OF LIVING WAGES:**

A. Employees of the Contractor or the Contractor's subcontractors may be subject to the payment of living wages pursuant to § 20-80 et seq., D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the living wages provisions and is prepared to pay or cause to be paid living wages, if any, required by the Scope of Work of the Contractor or the Contractor's subcontractors. The living wages provisions are applicable to all direct service contracts in excess of two thousand dollars (\$2,000.00).

B. The Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., a living wage as provided in § 20-80, D.R.M.C.

C. In accordance with § 20-80(b) and (d), D.R.M.C., the following mandatory provisions are included:

(1) The wages to be paid for every Covered Worker shall be not less than the wage from time to time determined under § 20-80(b) and (c) to be the living wage.

(2) The Contractor or its 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 the contract or the written purchase order for contract, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in living wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary of the contract. Decreases in living wages subsequent to the date of the contract shall not be permitted.

(3) The Contractor shall post in a prominent and easily accessible place to the Covered Workers the scale of wages to be paid to the Covered Workers.

(4) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

(5) The Contractor shall furnish to the Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.

(6) The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the

contract, either by the Contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

(7) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination, the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

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

**25. NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to subcontractors and suppliers. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**26. DISPUTES:** All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearing, pursuant to the procedure established by Denver Revised Municipal Code, Section 56-106. For the purpose of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 2 hereof.

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

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

Director of Arts & Venues Denver (or his/her Designee)  
1245 Champa Street  
Denver, Colorado 80204

With a copy to: Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

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

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

**30. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**31. SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of this Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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

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

**34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

35. **REMEDIES CUMULATIVE:** The remedies provided in this Agreement shall be cumulative and in no way affect any other remedy available to the City under law or equity.

36. **LEGAL AUTHORITY:**

A. The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of the Contractor represents and warrants that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this paragraph.

37. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement; and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

38. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 46, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services and Technical Requirements
Exhibit B	Rates for Services
Exhibit C	Insurance Certificate
Exhibit D	Payment/Performance Bonds

In the event of (i) an irreconcilable conflict between a provision of Paragraphs 1 through 46, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Paragraphs 1 through 44
- Exhibit D
- Exhibit C
- Exhibit A
- Exhibit B

39. **INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary

or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**40. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

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

- A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- B. The Contractor certifies that:
  - (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
  - (2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. The Contractor also agrees and represents that:
  - (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
  - (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
  - (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such

subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

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

**[The remainder of this page left blank intentionally.]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** THTRS-201736698-00

**Contractor Name:** UNIVERSAL PROTECTION SERVICE, L.P.

By: 

Name: STEVE CUSTON  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)





**EXHIBIT A**

(exhibit follows)

## **SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The primary objective of the contract is to provide a high level of physical security protective services at the designated City facilities. Universal Protection Service L.P. DBA Allied Universal Security Services shall provide complete and comprehensive security services under the contract. This shall include complete security coverage and services designed for immediate implementation based on Department of Homeland Security (DHS) defined threat levels, and/or those initiated by the City and County of Denver Arts and Venues.

Universal Protection Service L.P. DBA Allied Universal Security Services will provide unarmed security personnel to the City in accordance with this scope of work and all other terms and conditions herein. Services will be provided at various locations under the control of the City and County of Denver Arts and Venues Division and any other location(s) as may be required in the future. 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. Universal Protection Service L.P. DBA Allied Universal Security Services shall provide to all City locations fully trained and highly motivated personnel directed by an engaged, effective management team that strives toward continual improvement and toward providing a level of professionalism that is in alignment with the security industry "Best Practices".

It shall be the responsibility of Universal Protection Service L.P. DBA Allied Universal Security Services to maintain confidentiality of all security procedures of the City provided under this contract.

For the purposes of this contract, two types of security guard distinctions will be made: "Security Base Operator" and "Roving Security Guard". The Security Base Operator will be assigned to a designated Security Base Center (or Control Center). The Roving Guard will be required to move throughout the designated Arts & Venues facilities and specified adjoining areas. Universal Protection Service L.P. DBA Allied Universal Security Services shall provide Security Base Operator(s) and Roving Security Guard(s) for each shift, providing coverage up to 24-hours per day, 365 days per year.

Security Guards are responsible for all phases of building/site protection. Specific duties and post orders will vary based on the unique requirements of the assignment, post and location. It is the City's expectation that Universal Protection Service L.P. DBA Allied Universal Security Services will consult and work with the City to formulate optimal post orders; for some locations the post orders will be provided to Universal Protection Service L.P. DBA Allied Universal Security Services by the City.

The Security Base Operator will fill a critical role on the security operations team in the event of a crisis situation that would threaten the safe and secure business operations of City and its facilities. This could include, but is not limited to: natural disasters, workplace violence, facility emergencies, fire, and incidents involving serious injury or illness.

The Security Base Operator facilitates agency-wide communications during both standard and emergency operations. Individuals filling this position must be able to receive, process and route information in accordance with written policies, procedures and verbal direction from

supervisory personnel. This individual will follow radio policies and procedures set by Arts and Venues, will answer phones, provide event information, be capable of operating in emergency situations, signing in/ out visitors, keys, radios and materials, and ensure lost and found check in and out. Security Base Operators will be based in the Arts and Venues Division Security Base Center, and/or other area(s) as designated by the City. This position requires a proficient person capable of handling many tasks at one time, and must be personable as they are a primary contact for promoters, facility personnel, visitors, dignitaries and the general public. As with any employee, the City reserves the right to require that the vendor remove any incompetent/ disruptive employee from assignment under this contract.

Universal Protection Service L.P. DBA Allied Universal Security Services must have sufficient personnel trained and qualified to operate the Security Base Center position. Universal Protection Service L.P. DBA Allied Universal Security Services shall furnish Security Base Operator(s) for each shift, providing coverage 24-hours per day, 365 days per year.

Universal Protection Service L.P. DBA Allied Universal Security Services shall furnish "Roving Security Guard(s)" for each shift at designated locations, providing coverage up to 24-hours per day, 365 days per year.

The Roving Security Guard is primarily responsible for monitoring facility access points, the perimeter, and buildings as well as monitoring activity in and around these areas. Routine visual checks shall be made in designated areas throughout the duration of each shift. The security guard is also responsible for monitoring traffic (pedestrian, bicycles & vehicles) that requests access to the respective facilities.

Periodic unannounced inspections may be made by the Arts and Venues Senior Security Manager, Venue Director(s), and/or their designees to ensure that Universal Protection Service L.P. DBA Allied Universal Security Services personnel are performing in accordance with the contract provisions.

## **A.1 DUTIES OF SECURITY BASE OPERATORS**

1. Guard and protect Arts & Venues property, materials and equipment from potential loss, theft and/or sabotage
2. Communicates effectively during routine and emergency situations
3. Handles security issues or emergency situations appropriately. Contacts Emergency Services, such as Police, Fire, etc. as necessary
4. Builds, improves and maintains effective relationships with employees, visitors and guests
5. Wears a uniform that clearly identifies the security guard by name and establishes the security guards' status as a security person.
6. Operates radios, telephone, intercom and other communications systems
7. Answers phones, greets guests and employees
8. Controls access to facilities, issues badges to visitors, contractors, etc. Permits only authorized persons to enter restricted areas.
9. Dispatches security patrols to investigate suspicious circumstances, individuals or vehicles
10. Conducts security patrols of premises and reports damage or other issues of concern
11. Maintains current status of all security personnel and facilities
12. Maintains inventory of keys, radios and signs them in/out in accordance with Arts & Venues security procedures
13. Maintains and ensures check-in/check-out of lost and found items in accordance with Arts & Venues security procedures.
14. Monitors closed circuit television (CCTV) and alarms systems
15. Monitors and operates facility computers systems regularly; requires proficiency with Microsoft Office Suite
16. Writes detailed reports to document significant events occurring during shift
17. Remains flexible to ever changing environment; adapts well to different situations
18. Reports safety concerns, security breaches and unusual circumstances both verbally and in writing. (All guards must carry with them at all times a pen and paper.)

19. Maintains awareness of and familiarity with the site-specific operations, performance directives and post orders
20. Responsible for diffusing any minor conflicts or misunderstandings while on duty. Such circumstances must be reported to the Account Manager within 24 hours. Written communication must be left in the Base Security Center describing decisions made regarding during these situations.
21. Records all activity on the Daily Activity Log and promptly advise the designated personnel of the City regarding all incidents that occur during their shift
22. Maintain a high level of mental alertness and attention to detail required while setting priorities and following up on assignments
23. Be responsible for reporting for duty on time to relieve the previous security guard. No security guard shall leave his or her post unattended. If the relief security guard does not report on time, he or she must immediately notify the Account Manager who will provide a replacement. He or she must not leave the post until relief personnel have arrived.
24. Performs other security functions or duties which are determined essential to ensure satisfactory accomplishment of the security mission

## A.2 DUTIES OF ROVING SECURITY GUARDS

1. Guard and protect City property, personnel, materials and equipment from potential injury, loss, theft and/or sabotage.
2. Conduct patrols of assigned areas; vary the site security checks to be as random as possible to avoid development of an observable pattern.
3. Report verbally and/or in writing any and all evidence of fire, recognized safety hazards, and/or security related problems or threats. (All guards must carry with them at all times a pen and paper.)
4. Controls access to designated facilities in accordance with written or verbal directives.
5. Wear a uniform that clearly identifies the security guard by name and establishes the security guards' status as a security person.
6. Check on all employees in or around the associated facilities for their safety in a cordial and unobtrusive manner.
7. Operates radios, intercom and other communications systems.
8. Responds to and investigates suspicious circumstances, individuals or vehicles.
9. Observe all persons in the immediate area(s), ensuring that no person(s) bring(s) unauthorized objects that could contain explosives or other devices which could damage the facility or harm people.
10. Record, if possible, the name(s) and a description of any suspicious motor vehicle and its corresponding license plate, or any suspicious person's and their activities. Information concerning suspicious activity will be provided immediately to the Security Base Operator.
11. Writes detailed reports to document significant events occurring during shift.
12. Be responsible for passing on any/all pertinent information to the relief security guard(s) before leaving their post.
13. Be responsible for reporting for duty on time to relieve the previous security guard. No security guard shall leave his or her post unattended. If the relief security guard does not report on time, he or she must immediately notify the Security Site Supervisor who will provide a replacement. He or she must not leave the post until relief personnel have arrived.
14. Record all activity on the Daily Activity Log and promptly advise the designated City personnel of all incidents that occur during their shift.

15. Perform other security functions or duties which are determined essential to ensure satisfactory accomplishment of the security guard service.

### A.3 ARTS & VENUE LOCATIONS:

Universal Protection Service L.P. DBA Allied Universal Security Services shall provide all personnel, supervision, equipment, materials, and other items necessary to perform Security Guard Services as defined in this Performance Work Statement (PWS). Universal Protection Service L.P. DBA Allied Universal Security Services shall provide security guard service daily at the following locations on the following schedule:

- Denver Performing Arts Complex (Two Security Base Operators)  
1345 Champa Street  
Denver, CO 80204  
(Coverage 24 hours a day, 365 days a year)
- Red Rocks Amphitheatre (Roving Security Guard)  
18300 W. Alameda Parkway  
Morrison, CO 80465  
(Coverage 24 hours a day, 365 days a year)
- Denver Coliseum (Roving Security Guard)  
4600 Humboldt Street  
Denver, CO 80216  
\*See Note below
- McNichols Civic Center Building (Roving Security Guard)  
144 W. Colfax Avenue  
Denver, CO 80202  
\*See Note below
- Other locations as required

\*Note - The other venues do not currently require coverage of 24 hours a day, 365 days a year. However, at any time, the city may modify the required coverage. Vendor must be able to provide the modification of staff hours at any time. This modification might also include additional staffing requirements.

### A.4 STAFFING REQUIREMENTS:

Monday through Friday from 0700 to 1500, 1500 to 2300 and 2300 to 0700 (3 8-hour shifts)

Saturday and Sunday from 0700 to 1500, 1500 to 2300 and 2300 to 0700 (3 8-hour shifts)

Or:

Saturday and Sunday from 0700 to 1900 and 1900 to 0700 (2 12-hour shifts)

Holidays from 0700 to 1500, 1500 to 2300 and 2300 to 0700 (3 8-hour shifts)

Or:

Holidays from 0700 to 1500, 1500 to 2300 and 2300 to 0700 (3 8-hour shifts)

Or:

Holidays from 0700 to 1900 and 1900 to 0700 (2 12-hour shifts)

Universal Protection Service L.P. DBA Allied Universal Security Services is free to suggest 8-hour, 12-hour shifts or combination of both for each location, subject to approval by the City.

#### **A.5 UNIVERSAL PROTECTION SERVICE L.P. DBA ALLIED UNIVERSAL SECURITY SERVICES RESPONSIBILITIES:**

**Work Hour Restrictions:** No employee may work more than sixteen (16) consecutive hours in any one (1) twenty-four (24) hour period, or for more than seven (7) consecutive days without a full twenty-four (24) hours off. Exceptions will require approval to Universal Protection Service L.P. DBA Allied Universal Security Services by Arts & Venues in advance.

#### **Employee Standards:**

- a. Security Guards are to maintain continual high standards of professional conduct while on duty
- b. Security Guards are to be courteous, polite and professional in their duties, especially when dealing with the general public.
- c. No visitors or guests of Security Guards will be permitted to loiter on the job site at any time. Universal Protection Service L.P. DBA Allied Universal Security Services personnel will not bring pets, guard dogs or other animals on the site without specific written permission of the City.
- d. Security personnel shall be alert and awake at all times. Sleeping during shifts is prohibited.
- e. All Security Guards are to be free from any condition that might adversely affect fitness for the duties of their position.
- f. Security personnel are to remain on the property throughout their entire shift until properly relieved by another Security Guard/Supervisor.
- g. No Security Guard shall use physical force against any person, except for the use of reasonable force only to protect oneself, or another person.
- h. Any use of force by Security Guards must comply with Sections 18-1-704, 704.5, 705, 706 of the Colorado Revised Statutes, as it may be amended from time to time.
- i. Prior to assignment, Security Guards are to be educated on the building/facility layout, equipment at their assignment or post, locations of fire extinguishers and other emergency equipment.
- j. City and County of Denver facilities are smoke-free workplaces; Universal Protection Service L.P. DBA Allied Universal Security Services personnel must comply with each facility's policies related to tobacco usage by its employees as directed by the City.



- k. Universal Protection Service L.P. DBA Allied Universal Security Services shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary actions with respect to employees as may be necessary.
- l. Universal Protection Service L.P. DBA Allied Universal Security Services will immediately (but not later than the end of the current shift) remove any employee deemed by Arts & Venues to be unfit to perform assigned tasks. No such removed employee will be employed at any other site operated or controlled by Arts & Venues without written authorization from Arts & Venues.

**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 from the unlawful manufacture, distribution, dispensation, 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. Universal Protection Service L.P. DBA Allied Universal Security Services personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before shift(s)
- c. Universal Protection Service L.P. DBA Allied Universal Security Services is to require employees to submit blood, urine or other alcohol or drug screening where there is a reasonable suspicion of use and/or influence of alcohol or drugs. Drug or alcohol screening may also be justified where a workplace 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 proposing Universal Protection Service L.P. DBA Allied Universal Security Services is to refer to Executive Order No. 94. for the specific provisions of this policy.

**Appearance:**

- a. No Security personnel may enter duty until he/she has a complete set of approved uniforms and accessories.
- b. Security Guards are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Universal Protection Service L.P. DBA Allied Universal Security Services's (and sub-Universal Protection Service L.P. DBA Allied Universal Security Services's) personnel are expected to avoid unnatural hair colors, radical fashions, or cuts (i.e. mohawks or spikes). No excessive exposed tattoo(s) and piercings. Moustaches and beards are to be neatly trimmed.

- c. Uniform clothing will be appropriately sized and worn as designed. Uniforms shall be clean, free of wrinkles, and are to be worn with all buttons secured at all times unless otherwise directed.
- d. Security Guards shall wear photo identification (ID) issued by the City at all times.
- e. Security Guards must have in their possession a valid Denver Merchant Guard License.
- f. Footwear shall be in good repair, shined and appropriate for duties to be performed.
- g. Security Guards reporting for duty who do not meet these standards will not be accepted by the City. Should the City agency notify Universal Protection Service L.P. DBA Allied Universal Security Services management that a Security Guard is unacceptable because of personal hygiene, appearance, abusive behavior, or reasonable suspicion of substance abuse; the Security Guard is to be immediately removed from the job site by Universal Protection Service L.P. DBA Allied Universal Security Services. Universal Protection Service L.P. DBA Allied Universal Security Services has two hours to have a replacement on duty for the vacated post. The City shall not be billed for the vacated post.

## **A.6 QUALIFICATIONS OF UNIVERSAL PROTECTION SERVICE L.P. DBA ALLIED UNIVERSAL SECURITY SERVICES'S EMPLOYEES**

Each employee of Universal Protection Service L.P. DBA Allied Universal Security Services who will be working at an Arts & Venues facility must:

1. Be an employee of Universal Protection Service L.P. DBA Allied Universal Security Services.
2. Be at least 21 years of age.
3. Have no prior felony convictions or job-related crimes prior to assignment.
4. Undergo a pre-employment drug/alcohol screen test.
5. Possess and maintain a valid State of Colorado Driver's License.
6. Able and willing to drive city owned vehicle. Guards to successfully pass all driving requirements including but not limited to an on-line Defensive Driving Course and a driving test conducted by the Arts & Venues Senior Security Manager or designee.
7. Be a high school graduate, GED, or equivalent and be capable of performing the following functions within the context of the English language:
  - a. Read and understand all regulations, written orders, instructions, and material necessary to satisfactorily perform the required security functions
  - b. Possess effective written communication skills in order to compose and maintain written reports and records that will convey complete information
  - c. Possess effective verbal communication skills to express ideas and be understood
  - d. Possess proficiency in basic computer skills (such as Microsoft Office Suite)
8. Must have a minimum of one year of law enforcement, military or security experience within the past five-year period. All service if applicable shall include a record of honorable service, discharge or retirement.
9. Possess and maintain a valid Merchant Guard License issued by the City, as prescribed in Denver Revised Municipal Code (DRMC) Chapter 42.

### **PHYSICAL QUALIFICATIONS:**

Universal Protection Service L.P. DBA Allied Universal Security Services's Security Personnel shall be:

1. Physically, mentally and emotionally capable of performing all duties required for their assigned post.
2. 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. Note: The elevation at the Red Rocks is 6450 feet. Red Rocks Amphitheatre is an outside venue and has two staircases on either side of the amphitheater that rise from the lower parking lot to the upper concession level, each with about 380 steps. Security personnel shall have the capability of properly patrolling and securing this venue by walking up and down staircases.

### **TRAINING REQUIREMENTS:**

Each employee of Universal Protection Service L.P. DBA Allied Universal Security Services on site must have the following minimum training:

1. Universal Protection Service L.P. DBA Allied Universal Security Services must currently have in operation a training program in which all Security Guards have participated.
2. Universal Protection Service L.P. DBA Allied Universal Security Services shall provide detailed documentation of their instructor certification(s), personnel training requirements and curriculum.
3. Universal Protection Service L.P. DBA Allied Universal Security Services is to provide, at their own expense a minimum of twenty-four (24) hours of training for security personnel prior to their assignment to a City facility.
4. Universal Protection Service L.P. DBA Allied Universal Security Services must provide the same (or equivalent) training for all security guards working at any City facilities.
5. In addition to formal training for new hires, Universal Protection Service L.P. DBA Allied Universal Security Services is to provide continuous in-service and on-the-job training in response to Security Guard(s) needs and changing conditions to ensure he/she is performing to the satisfaction of the City.

**Security Guard training is to include but not limited to the following:**

1. Nature and Role of Private Security Officers
2. Legal Limitations of Security Guards
3. Patrol methods and procedures
4. Crowd Control/Conflict Resolution Awareness
5. Use of Force/Physical Control/Self Defense Techniques
6. Observation and Incident Report Writing
7. Emergency Response Procedures
8. Principles of Communication (radio and written)
9. Principles of Access Control/CCTV Systems
10. Conflict Resolution Awareness
11. Life Safety Awareness (fire, hazardous materials, evacuation, etc.)
12. Job Assignment and Post Orders
13. First Aid/CPR Certification
14. Workplace Violence
15. Terrorism Awareness
16. National Incident Management System Awareness Level

## **STAFF IMPLEMENTATION REQUIREMENTS:**

Universal Protection Service L.P. DBA Allied Universal Security Services is to submit to City, fourteen (14) business days (sooner if possible) prior to service start date of the contract the following:

1. Lists of the Security Guards assigned to the City account and include copies of their valid Merchant Guard License(s), Driver's Licenses, copies of all written candidate background investigation reports, formal training records, and evidence of CPR and First Aid training.
2. Universal Protection Service L.P. DBA Allied Universal Security Services 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.
3. Prior to the contract start date, Universal Protection Service L.P. DBA Allied Universal Security Services is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Security Guards.

## **Number of authorized security guards:**

Universal Protection Service L.P. DBA Allied Universal Security Services is responsible for filling all security guard shifts, regardless of illness, injury, or a guard being late. Universal Protection Service L.P. DBA Allied Universal Security Services will maintain a “flex team” which will have been previously approved and trained at all City locations for backfill purposes (including call-offs, vacations, or other planned/unplanned absences).

## **Additional Security Guard Service:**

In the event of a serious incident, emergency situation or heightened national, state or local security level occurs, the Arts and Venues Division Security Manager or anyone designated in writing may require additional security guard personnel at any or all City facilities.

Payment for these extra services required will be made at the same rate in effect at the time these services are performed. Additional security guards provided by Universal Protection Service L.P. DBA Allied Universal Security Services shall be subject to the same personnel screening and training requirements as Universal Protection Service L.P. DBA Allied Universal Security Services’s regular guards.

## **Universal Protection Service L.P. DBA Allied Universal Security Services’s Liaison:**

Prior to the commencement of the contract, Universal Protection Service L.P. DBA Allied Universal Security Services will designate a management level employee (Account Manager)

who will be responsible for the efficient execution of the contract. The City reserves the right to approve the manager.

Universal Protection Service L.P. DBA Allied Universal Security Services's Account Manager will be the main point of contact to schedule employee record reviews with Arts & Venues before any employee is authorized to work at their facilities. Universal Protection Service L.P. DBA Allied Universal Security Services shall designate a supervisory individual who shall have full authority to act on behalf of Universal Protection Service L.P. DBA Allied Universal Security Services. The supervisor shall be responsible for all security guards under this contract.

Universal Protection Service L.P. DBA Allied Universal Security Services will not be invoicing the city for a designated account manager. The city at this time is anticipating Universal Protection Service L.P. DBA Allied Universal Security Services's Account Manager to have an office at one of the sites. Universal Protection Service L.P. DBA Allied Universal Security Services is expected to provide a contact number and method of contacting the Account Manager 24 hours a day, 7 days a week. This information shall be given to the Arts and Venues Senior Security Manager or his/her designee and kept current. This means that Universal Protection Service L.P. DBA Allied Universal Security Services shall designate a specific person to manage and oversee all security needs and all job requests from the City. Universal Protection Service L.P. DBA Allied Universal Security Services shall provide appropriate supervision for all work performed at the facilities. The Account Manager will visit all venues on a regular basis to provide management and supervise all security personnel. This Account Manager will be the single point of contact for both the primary Universal Protection Service L.P. DBA Allied Universal Security Services and the city approved sub-Universal Protection Service L.P. DBA Allied Universal Security Services. Sub-Universal Protection Service L.P. DBA Allied Universal Security Services to work directly with the designated primary Universal Protection Service L.P. DBA Allied Universal Security Services's Account Manager for issues pertaining to this contract. Universal Protection Service L.P. DBA Allied Universal Security Services shall oversee and be responsible for services provided by 3<sup>rd</sup> party Universal Protection Service L.P. DBA Allied Universal Security Services.

Universal Protection Service L.P. DBA Allied Universal Security Services (and sub-Universal Protection Service L.P. DBA Allied Universal Security Services) and all its employees must comply with Arts & Venues policies and procedures, City ordinances, executive orders, rules, and policies in general and specifically relating to working in a City owned facility. This would include but is not limited to policies on use of drugs and alcohol, theft, sexual harassment, violence in the work place, OSHA standards, ADA policies, safety procedures, building codes and fire codes and bio-hazard training.

The City retains the right to cause the immediate removal of any employee if the City reasonably determines that such an employee is engaging in conduct unacceptable to the City.

**Radios/Communication:**

Communication is of utmost importance during daily and event operations. Universal Protection Service L.P. DBA Allied Universal Security Services shall ensure that all employees use an

assigned radio during events and other times as directed by the responsible Arts & Venues Venue Director, the Senior Security Manager or his/her designee. Universal Protection Service L.P. DBA Allied Universal Security Services shall comply with all radio policies and procedures as set forth by the City and Arts and Venues.

The supply of radios shall be determined by the responsible Arts & Venues Venue Director, the Senior Security Manager or his/her designee. Universal Protection Service L.P. DBA Allied Universal Security Services shall be responsible for repair or replacement of any radio assigned to Universal Protection Service L.P. DBA Allied Universal Security Services's employees that are lost or damaged other than normal wear and tear.

### **Local Administration:**

Universal Protection Service L.P. DBA Allied Universal Security Services will have and continue to maintain during the duration of the Contract, a local administrative office sufficiently staffed in order to: (a) provide and maintain regular, face-to-face administrative, operational and logistical support to City according to the requirements of this specification, (b) be familiar with the scheduling and billing of the contract and (c) provide a manager in addition to the senior manager of the local operation who will have been employed in the police services business for no less than five years prior to the award of the Contract.

### **A.7 PROPERTY AND EQUIPMENT:**

#### **City Property**

The City will provide the following:

- a. Computer stations with City Network connectivity (monitor, CPU, keyboard, mouse) at each post.
- b. Two-way radios at each post.
- c. Basic office supplies, i.e. paper and pens

#### **Property Accountability**

- a. All property furnished by the City and County of Denver to Universal Protection Service L.P. DBA Allied Universal Security Services under this contract shall remain the property of the City. Upon termination of this contract, Universal Protection Service L.P. DBA Allied Universal Security Services is to promptly return all such property to the City. Universal Protection Service L.P. DBA Allied Universal Security Services and the City will take inventory of all property upon 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 Universal Protection Service L.P. DBA Allied Universal Security Services's personnel is to be reported and be replaced at Universal Protection Service L.P. DBA Allied Universal Security Services'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.

### **Uniforms Requirements**

- a. Uniforms, accessories and equipment and the wearing of same are to conform to guidelines set by the City. Security Guard uniforms are to consist of uniform shirt, pants, jackets and uniform type of shoes/boots. Universal Protection Service L.P. DBA Allied Universal Security Services's company logo and shield is authorized to be shown on the uniform.
- b. The standard Security Guard uniform shall be proposed by Universal Protection Service L.P. DBA Allied Universal Security Services and approved by the City.
- c. The City will not reimburse Universal Protection Service L.P. DBA Allied Universal Security Services for uniform costs. All uniform costs (purchasing, alterations, cleaning, etc.) at the responsibility of Universal Protection Service L.P. DBA Allied Universal Security Services and are to be included in Universal Protection Service L.P. DBA Allied Universal Security Services's management fees.
- d. Universal Protection Service L.P. DBA Allied Universal Security Services shall 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.
- e. Employees not in approved uniforms shall not be considered at work and therefore Universal Protection Service L.P. DBA Allied Universal Security Services shall not invoice the City for that employee's hours.

### **A.8 REPORTING AND ANALYSIS:**

1. Universal Protection Service L.P. DBA Allied Universal Security Services is to provide the City with comprehensive reporting and analysis in regards to but not limited to: patrols, tours, and incidents

- Reporting shall be available from a high-level account/Citywide aspect down to location/deployment incident specific instance.
- Universal Protection Service L.P. DBA Allied Universal Security Services 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.
- Provide additional reporting as required by individual agencies.

### **A.9 PROPOSER QUESTIONS AND REQUIREMENTS:**

**Your proposal must specifically address each of the questions/issues that are listed below.** The quality and detail of your responses will figure significantly in the overall evaluation of your



proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.**

1. Describe the training provided to personnel. Include the training curriculum for each of the positions in this section of your proposal. Include how often each of your different positions receive training and how the training and/or re-training of each employee is tracked. Include detailed documentation.
2. As the prime Universal Protection Service L.P. DBA Allied Universal Security Services, your company will be responsible for assuring that any and all employees of the subUniversal Protection Service L.P. DBA Allied Universal Security Services(s) assigned under this contract meet all training and qualification requirements. Training and qualifications requirements are the same for employees of Universal Protection Service L.P. DBA Allied Universal Security Services and any/all subUniversal Protection Service L.P. DBA Allied Universal Security Services(s). Describe in detail how your company will ensure that subUniversal Protection Service L.P. DBA Allied Universal Security Services personnel assigned to the contract receive the required training and certification, and that all personnel qualifications of the subUniversal Protection Service L.P. DBA Allied Universal Security Services employees are met.
3. Service Capability:  
Universal Protection Service L.P. DBA Allied Universal Security Services may be required to furnish proof they are capable of performing the required services by providing professional references. Provide a minimum of three professional references pertinent to similar services provided to government entities. Include local contacts when possible. See E.2 for form.
4. **Qualifications:** Include number of years in business, number of employees, qualifications of personnel, and resumes of key management. Arts & Venues shall reserve the right to review Universal Protection Service L.P. DBA Allied Universal Security Services's personnel policies and training materials/curriculums.
5. The guards would be unarmed (as defined by the Merchant Guard licensing requirements). However, the City will consider if your company proposes your security guards carry less lethal options like pepper spray, a taser gun, etc. If your proposal includes your guards carrying less lethal options, describe the requisite training and recurrent training per defense mechanism. Note: If it is determined by an official of the Arts & Venues department the guards are not to carry less lethal options, the guard will be forbidden to carry any devices while on the Arts & Venues sites.
6. Uniforms: Security guards must wear a uniform that is distinctive so the guards can clearly and quickly be identified as security personnel. The City will provide equipment for the specific post (computers, chairs, radios, etc.) and agency-issued ID

badge/credential for on-duty guards. In this section, describe what type of uniform you provide your guards and list all of the associated equipment (flashlights, belts, jackets, hats, etc.). Photos of your uniforms (both inside apparel and outside apparel is acceptable.)

As the prime Universal Protection Service L.P. DBA Allied Universal Security Services, your company will be responsible for assuring that any and all employees of the subUniversal Protection Service L.P. DBA Allied Universal Security Services(s) assigned under this contract meet all uniform requirements.

Since the working environment would be different at Denver Performing Arts Complex (inside) versus Red Rocks Amphitheater (outside) for example, also submit your suggestions and/or photos for the type of uniform for outdoor venues that your guards would wear.

7. There may be the potential of last minute requests (less than 48 hours notice) for additional security personnel. Describe how your company handles these types of situations and if there is an additional charge, state how this fee is calculated on the Price List (Exhibit E.4).

#### **A.10 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

#### **A.11 VENDOR PERFORMANCE MANAGEMENT:**

Awarded vendors are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

#### **FOR SERVICES**

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City

- Average time for job completion



**EXHIBIT B**

(exhibit follows)

## SECTION 4: PRICING MATRIX

### E.4 PRICE SHEET: (UPDATED 5/18/17)

\*The following must be provided with the Bidders' Proposal:

Only fill out Option 1 OR Option 2. **Do not fill out both options.**

If both options are filled out and submitted, the amount input in Option 2 will be utilized and Option 1 will be voided.

#### Option 1:

Note: If the hourly rate charged is different for the Security Base Operator versus the Roving Security Guard, do not fill in this section and only fill out Option 2 below.

Hourly Rate of Security Base Operator and Roving Security Guard? \$ 19.84 per hour

OR

#### Option 2:

Security Base Operator hourly billing rate? \$ \_\_\_\_\_ per hour

Roving Security Guard hourly billing rate? \$ \_\_\_\_\_ per hour

Fill out this section, only if applicable.

(See Section B.9, Question 7 for clarification of the following request.)

There is a potential for last minute requests (less than 48 hours notice) for additional security personnel. If there is an additional charge, state the pricing structure below. Only fill this section out, if applicable. If this section is left blank or "0" in input in the blanks, the vendor agrees the city will not be charged any additional fees for last minute requests.

State if there is a percentage increase over the above stated hourly rate in the blank below.

Percentage increase over the above stated hourly rate, if applicable: \_\_\_\_\_%

OR

if there is a flat fee per request, input the dollar amount the city will be charged above the hourly wage stated above.

Flat fee per request, if applicable: \$ 29.76

#### NOTE: Added to the Price List on 5/18/17.

If necessary, the contractor may be required to provide a vehicle at the Red Rocks venue.

Please provide the hourly rate for the one roving security guard (just for Red Rocks). \$ 20.66 per hour if the contractor is required to provide the contractor's own vehicle. If the City decides the contractor will not be providing their own vehicle, the hourly rate from Option 1 or 2 will be utilized. \*

(INCLUDES FUEL)

### **Proposed Holidays**

Allied Universal recognizes the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

All employees who work on a designated holiday will receive 1.5 times their wage rate for hours worked. Allied Universal will invoice 1.5 times the hourly billing rate for hours worked on the designated holidays. Holiday revenue may or may not be included in our annual budget estimate or standard billing rates.

### **Overtime**

Overtime of 1.5 times the hourly billing rate is only billed in the following circumstances and not for scheduling issues or vacation coverage.

### **Proposed Short Notice Requests**

Requests with less than 5 days notice will be billed overtime.

### **Specific Requests**

With requests for a specific individual to work more than their 40 hours for a special reason, regardless of the notice provided, only the overtime impact for that individual will be billed. Example: "We need Security Professional Smith to stay two extra hours at the end of his shift to help with a special project." Only the additional two hours will be billed at the overtime rate if it will put him over 40 hours.

### **Requests for Security Professionals That Exceed Five Percent of Total Deployment**

Requests for coverage in excess of five percent of the total security professionals' base hours on site may be billed as overtime until coverage is incorporated into the permanent base hours.

### **Payment Terms**

Allied Universal will invoice the client on a weekly basis for all scheduled services for the preceding weekly period (starting on Friday and ending the following Thursday) based upon the rates listed above. All invoices are due net 30 days.

### **Rate Increases**

Billing rates will increase annually by 3% or by the percentage increase in certain agreed upon costs incurred by Allied Universal, whichever is greater. Allied Universal's rates during the term will be subject to adjustment to reflect any increases in Allied Universal's costs related to medical, welfare and other benefits and related costs, which may include, without limitations, costs incurred by Allied Universal pursuant to applicable federal, state and/or local law, including without limitation Health Care Reform Legislation Costs.

NOTE: Allied Universal reserves the right to change, amend or terminate the benefits programs and its options at any time.

## Exhibit B Part 2

### Allied Universal Security Services

a. Pricing:

- Base Operator/Roving Guard = \$ 19.84 per hour
- Red Rocks (with vehicle) = \$20.66 per hour
- **DPAC annual cost= \$347,596.80** (24 hours x 365 days per year x 2 guards)
- **Red Rocks annual cost= \$180,981.60** (24 hours x 365 days per year)
  
- **McNichols annual cost= \$49,520.64** (8 hours x 5 days x 52 weeks + 4 hours x 2 days x 52 weeks)
- **Coliseum annual cost= 41,267.20**(8 hours x 5 days x 52 weeks)

**Total annual cost = \$619,366.24 (\$1,858,098.72 over 3 years)**



**EXHIBIT C**

(exhibit follows)





**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> MARSH USA INC		<b>NAMED INSURED</b> Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

- Additional Named Insureds
- Universal Services of America, LP
- Universal Protection Service, LP
- Universal Protection Service, LLC
- Universal Protection Service of Seattle LLC
- Universal Protection Security Systems, LP
- SFI Electronics, LLC, dba Universal Protection Security Systems
- Universal Thrive Technologies, LLC
- Universal Building Maintenance, LLC
- Peoplemark, LLC
- Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada
- Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.
- Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC
- Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC
- AB Capital Holdings, LLC, dba Allied Universal Security Services
- Allied Security Holdings LLC, dba Allied Universal Security Services
- AlliedBarton Security Services LP, dba Allied Universal Security Services
- AlliedBarton Security Services LLC, dba Allied Universal Security Services
- Spectraguard Acquisition LLC, dba Allied Universal Security Services
- AB Intermediate Holdings, Inc., dba Allied Universal Security Services
- C&D Enterprises, Inc.
- AlliedBarton (NC) LLC, dba Allied Universal Security Services
- Universal Protection Service, LLC, dba Allied Universal Security Services, LLC
- Universal Protection Service, LLC, dba Allied Universal Security Services
- Universal Protection Service, LP, dba Allied Universal Security Services, LP
- Universal Protection Service, LP, dba Allied Universal Security Services
- Variously dba Allied Universal Thrive Technologies and Allied Universal Building Maintenance
- Apollo Security International, Inc.
- Universal Building Maintenance, LLC dba Allied Universal Janitorial Services
- SFI Electronics, LLC DBA Allied Universal Security Systems
- Universal Protection Security Systems, LP DBA Allied Universal Security Systems
- Universal Thrive Technologies, LLC DBA Thrive Intelligence
- Universal Thrive Technologies, LLC DBA Allied Universal Monitoring and Response Center
- Allied Universal Holdco, LLC

**EXHIBIT D**

(exhibit follows)

**CITY AND COUNTY OF DENVER**  
**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Universal Protection Service LP, dba Allied Universal Security Services that is authorized to transact business in the State of Colorado, hereafter referred to as the "Contractor", and Atlantic Specialty Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to transact business in the State of Colorado, as "Surety", are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into **CONTRACT NO. THTRS-201736698, Security Services** (the "Contract") with the City under which the City has granted Contractor a contract to [pay third parties on behalf of the City], as all specified in the Contract, and Contractor has bound itself to perform all of the obligations, responsibilities, duties, and services and to satisfy all financial obligations, including but not limited to payment of compensation to the City, as all specified in the Contract and conditions thereof, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every covenant, condition and part of said Contract, and the conditions and other contract documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligations provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor [and materials, rental machinery, tools or equipment], or services used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor[, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal,] or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies labor[, rental machinery, tools or equipment,] or any other amounts due as the result of the use of such services or labor [or machinery, tools or equipment] in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with the work to be performed thereunder, or the technical specifications and plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the statement of work;

PROVIDED FURTHER, that this Payment and Performance Bond shall remain in full force and effect from the effective date of this Payment and Performance Bond until one year (365 days) later or the expiration date set forth

on the Contract or any amendment to that Contract, whichever is shorter. If the expiration date set forth on the Contract or any amendment to that Contract is applicable, then the Performance and Payment Bond must remain in full force and effect for an additional ninety (90) days beyond this expiration date. If the Payment and Performance Bond is due to expire one year (365 days) after the effective date of this Payment and Performance Bond, the Contractor shall be responsible for renewing or replacing this Payment and Performance Bond no later than sixty (60) days prior to the expiration of the Payment and Performance Bond. Failure to renew or replace the Payment and Performance Bond as specified shall be grounds for immediate suspension or termination of the Contract, as the discretion of the City. Valid claim(s) under this Payment and Performance Bond existing prior to the date of expiration shall be paid by Surety provided that the City submits its claim(s) within sixty (60) days following the date of expiration; and


PROVIDED FURTHER, that the Surety shall have the right to terminate its liability upon providing the City with sixty (60) days prior notice by registered mail of the Surety's intention to so terminate, but the Surety shall remain liable for all sums due under the Payment and Performance Bond up to and including the effective date of such termination or in the event the Surety should terminate the Payment and Performance Bond without the required notice to the City.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 6<sup>th</sup> day of October, 2017.

Attest:

  
Secretary Nancy Petersen

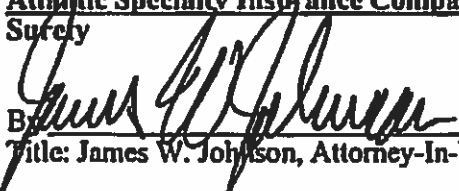
Universal Protection Service, LP  
dba Allied Universal Security Services  
[Contractor]

By:   
William Tarzolini  
Title: CFO

Attest:

  
Melissa Lopez, Senior Account Manager

Atlantic Specialty Insurance Company  
Surety

  
By: James W. Johnson  
Title: James W. Johnson, Attorney-In-Fact


(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

Kristin M. Bronson, Attorney  
for the City and County of Denver

By:   
Assistant City Attorney

APPROVED FOR THE CITY AND  
COUNTY OF DENVER

By:   
Michael B. Hancock  
MAYOR

By:   
Manager of General Services

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

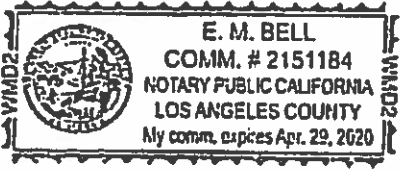
**CIVIL CODE § 1189**



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On OCT 06 2017 before me, E. M. Bell, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared James W. Johnson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Erik Johansson, Melissa Lopez, Christina Johnson, Ellen Bell, Frances Lefler, Jennifer Anaya, James W. Johnson, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity; and all other writings obligatory in the nature thereof; and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

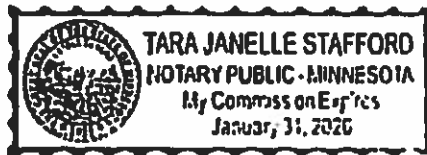


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated OCT 06 2017 day

This Power of Attorney expires  
October 1, 2019



James G. Jordan, Assistant Secretary