

EMERGENCY ON CALL SERVICES CONTRACT

THIS EMERGENCY ON CALL SERVICES CONTRACT (this “**Agreement**”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”), and **AQUILA SERVICES CORPORATION**, a Wyoming corporation doing business as Denver Metro Protective Services, with a principal place of business address of 2121 S Blackhawk St. Suite 230, Aurora, Colorado 80014 (the “**Contractor**”). For purposes of this Agreement, the City and the Contractor are collectively referred to as the “**Parties**.”

WHEREAS, the City has identified a need for a qualified and competent contractor to perform, as assigned, emergency security services as directed by the City on an “on-call” or “as needed” basis (the “**Program**”). Services will generally consist of performance of such emergency security services required on a variety of future identified projects as assigned by the City (the “**Projects**”);

WHEREAS, the services shall consist of emergency security services at multiple locations throughout the City and County of Denver;

WHEREAS, the Contractor is willing and able to perform all of the services required under this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. “City” means and refers to the City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. “Exhibit A” or “Scope of Services” means the Contractor’s scope of services under this Agreement, and as further defined in each specific service order assigned hereunder (the “Service Order”).

D. “Non-Standard Work Hours” means Monday through Friday, Weekends, and City of Denver Holidays, 5:00 P.M. to 7:00 A.M. as described in Exhibit A.

E. “Standard Work Hours” means Monday through Friday, 7:00 A.M to 5:00 P.M.

F. “Service Order” means the specific emergency task given to the Contractor for execution as contemplated under this Agreement.

2. **SERVICES TO BE PERFORMED:**

A. **Services:** The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the services described in the Scope of Services, **Exhibit A** (the “**Services**”). The Contractor shall perform Services in a highly skilled manner consistent with the performance standards and technical requirements set forth in **Exhibit A**. The Contractor shall complete the Project within the time period specified in the Service Order for the Project. The Contractor shall diligently prosecute the Services to completion using its best efforts, highly skilled work effort and attention. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property and safety. The Contractor shall be responsible to the City for the acts and omissions of the Contractor’s employees and any other persons performing any of the services or furnishing materials.

B. **Oversight:** The Contractor shall conduct the Services under the general direction of and in coordination with the Executive Director of the Department of General Services or other designated representative (the “**Director**”) and the Department employee(s) assigned to manage the Service Project (the “**Department**”) and make every reasonable effort to fully coordinate the Service Project with any City agency or any person or firm under contract with the City doing services which affects the Contractor’s Service Project. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Services under this Agreement and to make available for inspection all notes and other documents used in performing the Services.

C. **Cooperation and Coordination:** The Contractor shall make every reasonable effort to fully coordinate the Services with any City agency or any person or firm under contract with the City doing work that affects the Contractor’s Services on any particular Service Order. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Services under this Agreement and to make available for inspection all notes and other documents used in performing the Services.

D. **Non-exclusivity:** The Contractor acknowledges and agrees that this Agreement does not create an exclusive right to perform all Services for which the City may contract for the type of service described in **Exhibit A**. The City may enter into contracts with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Director or their designee Director, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Service Project.

E. **Service Order:** As the Department determines the need for emergency services, the City will issue an emergency authorization code followed by a written Service Order to the Contractor detailing the nature and extent of services to be provided, the location of the Service Project, and the timeframes within the Service Project is to be performed, with a projected amount to be paid to the Contractor (the “**Service Project Amount**”) based on the Service items described in the Statement of Services and Technical Specifications in **Exhibit A**. **Exhibit D** attached to this Agreement and incorporated herein by reference substantially reflects the form of the Service Order to be issued by the City. The Contractor shall, within two (2) hours and in good faith, confirm the scope of services detailed therein and the associated Service Project Amount, all of which must be in accordance with the terms and conditions of this Agreement, and respond back

in writing to the Department as to the Contractor's ability to initiate and complete the Service Project in the timeframes specified in the Service Order. The Contractor assumes all responsibility and risks, including any additional service or additional costs, for failure to confirm the completeness and accuracy of the Service Order and the Service Project Amount, including any inquiries with the Department as to any directions or specification in the Service Order which are not clear. Confirmation includes, but is not restricted to, inspections of the Service Project site and inquiries with the Department as to any directions or specifications in the Service Order which are not clear. Upon the Contractor executing the Service Order, the Department shall finalize and execute the Service Order for the Service Project and return a copy of the executed Service Order to the Contractor which shall include a purchase order number and the temporary authorization code for each Service Project.

F. Service Order Change: If, after execution of a Service Order and commencement on the Service Project, additions, deletions or modifications to the Service described in the Service Order, along with any associated changes in the Service Project Amount, are required by the Department or are requested by the Contractor and approved in advance by the Department, a Service Order Change, in substantially the form as set forth in **Exhibit E** attached to this Agreement and incorporated herein by reference, may be issued in accordance to the same standards and procedures prescribed for Service Orders. The Contractor shall promptly and thoroughly review and respond to the proposed changes, in accordance with the same standards and procedures prescribed for Service Orders and notify the Department that the Contractor is ready and willing to perform the Service Project in the manner and timeframes as modified by the Service Order Change. The Department will not execute the Service Order Change unless any material changes proposed by the Contractor to the terms of the issued Service Order and/or additions to the Service Project Amount are deemed acceptable by the Director or their designee and incorporated into the Service Order Change and until funding adequate to cover the entire Service Project Amount, if modified, is available.

G. Completion; Deficiency: The Contractor shall promptly notify the Project Manager as to the completion of the Services so that inspection of the Services may be made by the City. If a Completion Notice is specified in the Service Order, the Contractor shall not submit a request for payment for the Services performed until a Completion Notice is issued by the Director or their designee or ten (10) calendar days after the City is notified of Services completion, whichever is sooner. If the Services performed are determined by the Director or their designee to be defective, deficient or incomplete, whether or not a Completion Notice is required, the Contractor shall correct or complete the Services, at no additional cost to the City, within the timeframe specified in a Notice of Deficiency issued by the Director or their designee, and promptly notify the Director or their designee upon correction or completion of the Services.

H. Time is of the Essence: The Services are time sensitive. The Contractor acknowledges and affirms that it is imperative that the Contractor exercise due diligence and actively and expeditiously undertake all measures necessary: 1) in initiating, making good progress, and completing the Service Project, all within the timeframes specified in Agreement and applicable Service Order, and 2) in promptly and fully correcting or completing any Services noted in a Notice of Deficiency. Failure or refusal by the Contractor to initiate, make good progress, or complete the Services within the Performance Period may result, at the discretion of the Director or their designee, or in termination of this Agreement.

I. Subcontracting: The Contractor shall not subcontract with another contractor to perform the Services.

3. METHODS OF THE SERVICES:

A. Resources, Personnel, and Time Commitment: The Services shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Services in an effective and expeditious manner. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Services. The Services shall be undertaken by workers skilled, proficient, and experienced in the services required by this Agreement and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Agreement or provided to the Contractor by the City. If the City reasonably believes that the Services are not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the City may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Services in a manner reasonably acceptable to the City.

B. Permits and Licenses: Any tasks specified under this Agreement that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Services and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Safety: The Contractor is responsible for the health and safety of every person on or at the site of the services and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable City, state or federal laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("**Safety Laws**"). The Contractor shall promptly notify the City in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the City. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from service areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

4. **TERM:** The term of this Agreement will commence upon May 1, 2025, and will continue through April 30, 2028 (the “**Term**”). The Term may be extended on the same terms and conditions, for two (2) one (1) year renewal terms, upon written amendment to this Agreement prior to the expiration of the current term. The Contractor agrees to comply with all applicable Contract close-out procedures and requirements set forth in the Contract and as otherwise directed by the Executive Director or their designee.

5. **FIELD ORDER DIRECTIVE:**

A. Field Order Directive is a written order (**Exhibit F**) signed by the Director or her/his designated representative, which directs the Contractor to commence emergency services. A Field Order Directive may be used when:

i. The City determines that the Contractor must proceed immediately to perform the service in order to avoid or correct a situation where the health or safety of persons may be affected, and sufficient time is not available to negotiate the Services;

ii. The City and Contractor have not yet completed their negotiation of Services but in the interest of safety, the City requires the Contractor to proceed without an executed Order or authorization in place.

B. Contractor’s Duties: Upon receipt of a Field Order Directive the Contractor shall promptly sign the Order and return it to the Director or her/his designated representative and shall promptly proceed with performing the emergency Services. Within five (5) days after completing the Services the Contractor shall provide the Director or her/his designated representative with an itemized invoice attributable to the emergency.

6. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** Each Project will be assigned and authorized separately by Service Order and the maximum liability of the City for any one Service Order shall not exceed the sum of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), including all authorized Service Order changes, without the prior written approval of the Director or their designee. The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all Service Orders authorized by the City and performed by the Contractor under this Agreement shall in no event exceed the sum of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**, unless this Agreement is modified to increase said amount by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Services will equal the Maximum Contract Amount.

B. **Conditions of Payment:** Payment shall be made upon satisfactory completion of the Services in accordance with the Service Order issued and this Agreement. The request for payment submitted by the Contractor must fully document and itemize the Services rendered and all equipment, supplies, materials, labor, and other authorized and actually incurred costs. The request for payment shall affirmatively represent that all of the Services specified in the Service Order have been fully performed and completed and any Deficiency Notice has been

satisfied. If the request for payment does not contain these representations, the representations are hereby deemed to contain them. The request for payment must be approved by the Director or their designee in writing in order to be eligible for compensation under this Agreement.

C. Subject to Appropriation; No Multiple Year Obligation: 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 for the purpose of this 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. Amendments: The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement, and that any services performed by Contractor beyond that specifically described or allowed under this Agreement or without a fully and properly executed amendment to this Agreement is performed at the Contractor's risk and without authorization under this Agreement.

E. Payment of City Minimum Wage: The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing Sections shall result in the penalties and other remedies authorized therein.

7. TERMINATION & REMEDIES:

A. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.

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

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

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

8. PAYMENT AND PERFORMANCE BONDS: Without limiting or waiving any other responsibilities or obligations of the Contractor under this Agreement, the Contractor shall provide a payment and performance bond(s), an irrevocable letter of credit, or other performance guarantees in the amount of one hundred percent of the dollar value of the first Service Order upon approval of such Service Order. In the event the dollar amount of Services authorized under all Service Orders exceeds this amount, the Contractor shall provide properly executed bond Change Riders totaling the amount of all authorized Service Orders (the "Surety"). Bonds/Change Riders must be substantially in the form specified in **Exhibit G**, which is attached hereto and incorporated herein by reference. The form of letters of credit or other performance guarantees must be acceptable to the City Attorney. The Contractor shall deliver to the Executive Director, prior to the execution of this Agreement, a fully executed Surety which shall provide effective and sufficient financial assurance for the full and faithful performance of the Contractor's duties and obligations under this Agreement and the payment of bills for labor and materials for the Services, along with appropriate powers of attorney. The Surety must be issued from a surety corporation or bank authorized to do business in the State of Colorado and which is acceptable to the City. Such Surety shall be payable to the City upon demand for the Contractor's failure to perform as required under this Agreement and/or failure to pay all amounts owed to laborers, mechanics, subcontractors, and materialmen for services performed or materials, supplies, rental items, tools, and equipment provided for the Services under this Agreement. The Surety shall also assure the repair or replacement of any services found to be defective or otherwise not in compliance with this Agreement. The Surety shall remain in effect or be promptly renewed or replaced by another Surety acceptable to the City during the Term and for a ninety (90) day period after the expiration or termination of this Agreement and any warranty period or other period prescribed by law. Satisfactory proof of renewal or acceptable replacement must be provided to the Executive Director at least sixty (60) days prior to the date of expiration or termination of the Surety. The Contractor's obligations set out in this paragraph shall survive the expiration or termination of this Agreement and failure to obtain or maintain said Surety shall be grounds for immediate termination. The fee charged by the Surety to the Contractor for such performance and payment bonds (if required) will be a passthrough to the City.

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

10. STATUS OF CONTRACTOR: The Contractor is an independent Contractor retained to perform professional or technical services for limited periods of time. Neither the

Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

11. INSURANCE:

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

B. Proof of Insurance: The Contractor may not commence services relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the 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), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

E. Subcontractors and Subconsultants: The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain

coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers' Compensation/Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each service 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.

G. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

I. Professional Liability (Errors & Omissions): The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

12. DEFENSE AND INDEMNIFICATION:

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

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

C. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

13. 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 Act, § 24-10-101 *et seq.*, C.R.S.

14. 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 this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. COMPLIANCE WITH ALL LAWS: The 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.

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

17. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States

Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

18. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement. Any assignment or subcontracting will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to terminate this 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.

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

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

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

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

23. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in this 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 this 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

By Contractor to: Executive Director of General Services
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

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

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

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

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

27. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of services under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision 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.

29. LEGAL AUTHORITY: 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. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has 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 of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor the person signing this Agreement to enter into this Agreement.

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

31. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of sections 1 through 39, which precede the signature page(s) ("**Contract Text**"), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Services/Requirements
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Services Order Form
Exhibit E	Services Order Change Form
Exhibit F	Field Order Directive
Exhibit G	Payment & Performance Bond

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order: Contract Text; Exhibit A; Exhibit B; Exhibit C; Exhibit D; Exhibit E; Exhibit F.

32. INTELLECTUAL PROPERTY RIGHTS: The City and the 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.

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

34. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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.

35. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the 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 Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

36. SECTION 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.

37. CITY EXECUTION OF AGREEMENT: This 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.

38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this 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 this 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 this 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.

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

ATTACHED EXHIBITS

Exhibit A	Statement of Services/Requirements
Exhibit B	Pricing
Exhibit C	Insurance Certificate
Exhibit D	Services Order Form
Exhibit E	Service Order Change Form
Exhibit F	Field Order Directive
Exhibit G	Payment and Performance Bond

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number:
Contractor Name:

GENRL-202476185-00
AQUILA SERVICES CORPORATION dba
DENVER METRO PROTECTIVE SERVICES

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:

Attorney for the City and County of Denver
By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

Contract Control Number:
Contractor Name:

GENRL-202476185-00
AQUILA SERVICES CORPORATION dba
DENVER METRO PROTECTIVE SERVICES

By:

DocuSigned by:

Michael Vigil

A59D7769AA98476...

Name:

Michael vigil

(please print)

Title:

Director of Operations

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT A

A.1 SCOPE OF SERVICES/REQUIREMENTS:

SECURITY EXPECTATION:

The City and County of Denver is contracting with the Contractor to provide On-Call Emergency Security Services (ESS) at various City and County of Denver Citywide locations, and other sites within the metropolitan statistical area, excluding Denver International Airport. ESS may be required in short-term instances such as State of Emergency Declarations by the Mayor of the City and County of Denver and Emergency Operation Center Activations. Emergency Security Service requests shall be in response but not limited to housing and sheltering of the homeless population, migrant sheltering, emergency shelters, emergency warming centers, national and local emergencies, natural disasters, pandemics, social unrest, and any other threat to the health and safety of the public and employees.

The Contractor shall provide Unarmed and Armed Guard Services to the City in accordance with this scope of services. Services shall be provided at various locations in the City and County of Denver and other sites within the metropolitan statistical area, as specified by the General Services' Executive Director or their designee. The City reserves the right to add or remove service locations as required and to increase, reduce or eliminate the quantity of personnel or personnel hours or acquire additional/alternative services outside the contract as deemed necessary. The City shall also work in coordination with local law enforcement daily.

The Contractor shall be able to provide on-call emergency security services 24 hours a day, 7 days a week, 365 days per year and all City of Denver Holidays or periods of closure, as requested by the City. Subcontractors are not permitted under this contract.

Exact quantities or work are unknown as the resulting work assignments under this contract will be on an as needed basis; the City is not required to order more than the City's actual requirements.

The contractor is required to provide to the General Services Contracts Office a centralized point of delivery for all contract related communication to include but not limited to service order assignments, invoicing, annual insurance renewals and general contract communication.

EMERGENCY DEFINITION:

The definition for the procurement of emergency services and supplies is defined by the Denver Revised Municipal Code as follows:

The situation must be remedied before the City can carry on its normal business,

AND

In the case of Services: City employees are not qualified or available within a reasonable time to do the work.

In the case of Supplies: The procedures for obtaining supplies described in Sec 20-63 would cause undue delays,

OR

The health and safety of the public would be at risk if the situation is not remedied immediately. EMERGENCY

24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by the Contractor

TECHNICAL REQUIREMENTS:

EMERGENCY ON-CALL SERVICE PROCEDURES:

EXHIBIT A

When the City determines a need for Emergency Security Service, the City shall contact the Contractor of the service request and duration timeline. The City has developed a three-tier response time approach to determine the turn-around time when a contractor shall be in place and providing service.

Tier 1: Notification shall be provided to the Contractor of a service need reporting on site within 24-hour or less notification. Contractor shall, within two (2) hours upon notification and in good faith, confirm the scope of services with the CSO or the designee.

Tier 2: Notification shall be provided to the Contractor of a service need reporting on site within at least a 72- hour notice, but more than 24-hour notification. Contractor shall, within two (2) hours upon notification and in good faith, confirm the scope of services with the CSO or the designee.

Tier 3: Notification shall be provided to the Contractor of a service need reporting on site within more than a 72-hour notice. Contractor shall, within two (2) hours upon notification and in good faith, confirm the scope of services with the CSO or the designee.

The Contractor will only be paid for the number of workers authorized by the City. Services performed under this proposal will be limited to those services and goods specifically authorized by the City's agency, and no payment will be made by the City for work not authorized. The City may continue to work, or if in the City's best interest, it may continue the service under other procurements. The Contractor will only be allowed to invoice the City with an authorized issued emergency authorization number provided by the General Services Contracts Office for immediate emergency security services. The using agency is required to submit a completed service order form along with an invoice to the General Services Contracts Office for purchase order issuance.

It is essential that the Security Personnel provided pursuant to this Request for Proposal (RFP) be professional, well- trained and directed by an engaged and effective management team that strives toward continual improvement and industry best practices. The Contractor shall furnish all necessary qualified labor, equipment, and supplies to perform the services, listed in herein. References to "guard" and "security personnel" are used interchangeably throughout this document, its attachments and any addenda issued.

The Contractor's Account Manager will report directly to the Chief Security Officer ("CSO") within the Department of General Services' Administration Division or their designee. The Account Manager will not be directly billed or compensated.

A.2 LINE OF AUTHORITY:

The CSO or their designee authorizes and directs all work performed under this Agreement. Administrative reports, memoranda, correspondence, and other submittals required of the Contractor shall be processed in accordance with the CSO's directions.

The day-to-day administration of this Agreement is vested in the CSO. The CSO or their designee is granted unlimited access to the Contractor's work areas at all City facilities and locations. The CSO will decide all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

The CSO may from time-to-time issue to the Contractor written procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. The procedures shall not materially change the specifications or scope of services herein but shall give guidance to the Contractor's performance of such work which is in accord with the existing conditions. The Contractor shall comply with the procedures which are in effect at any time. The CSO may amend or rescind any procedure by notice verbally and/or in writing by way of email or mailed letter to the Contractor.

In addition to issuing, amending or rescinding procedures, the CSO may make changes in the specifications of work

EXHIBIT A

performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made verbally or in writing considering the emergency nature of the services being provided.

A.3 SERVICE LEVEL DURATION:

The successful Contractor shall coordinate, plan, manage, schedule, and perform the requested services as outlined by the City. Service level durations may be as little as a 24-hour period and up to a period determined by the CSO. At the discretion of the CSO, services of any duration may transfer to the City's Citywide Security Personnel Services contract or other city contract at any time and for any reason and said transfer may go into effect immediately or at a later scheduled date.

A.4 GENERAL GUARD DUTIES, MOBILE PATROL SERVICES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

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

1. General Security Guard Duties

- a. Security Guards ("Guards") are to be responsible for all phases of site protection. Specific duties and Post Orders will vary based on the unique needs of the assignment, post and location. It is the City's expectation that the Contractor will consult and work with the City to formulate optimal Post Orders; however, for some locations, the Post Orders will be provided to the Contractor by the City.
- b. In general, regardless of weather conditions, or active ongoing threats occurring to the space(s) being protected, duties may include, but are not limited to, the following:
 - i. Conduct walking and/or driving security tours/patrols of premises and reporting suspicious behavior, activity, concerns, or damage.
 - ii. Render basic first aid including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) within the scope of a guard's basic lifesaving education.
 - iii. Guard site against fire, theft, pilferage, destruction, and vandalism.
 - iv. Actively engage verbally and with presence, in stopping unauthorized entries
 - v. Permit only authorized persons to enter restricted areas.
 - vi. Provide migrants and people experiencing homelessness or other specific populations determined by post orders with outreach materials, education, and referrals connecting people with City resources and services.
 - vii. Report to the CSO or their designee, violations of security outlined herein, breaches of security, and issues deemed by the CSO as urgent or of an emergency nature.
 - viii. Screen individuals entering premises, potentially using x-ray machines, walk-thru magnetometers, security wands, bag search sticks/lights and etcetera.
 - ix. Be educated on NFPA 101 standards for performing fire watch duties 24 hours a day, 7 days a week, including official and documented fire extinguisher use, known as 'incipient fire training'.
 - x. Report violations of fire safety regulations immediately to supervisors or if life threatening call 9-1-1
 - xi. Guards will be required to conduct, and log specified activity or interval checks of facility or spaces doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses e.g., boiler gauges, mechanical room gauges, exterior areas, parking areas, or other spaces deemed by the City to be in the area of operation(s) and etcetera. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera. The City holds a preference for these logs, checks and reports to be in a digital format.
 - xii. Provide general information to the public as to the nature of the site and security services being performed there.
 - xiii. Perform additional duties unique and as required to individual agencies and/or sites.

EXHIBIT A

- xiv. Ensure no prohibited contraband shall pass through the security checkpoints of any site.

The following exceptions apply:

1. Law Enforcement/Peace Officers
 2. On duty contractors with a business need to possess a prohibited object must surrender their state issued driver's license or identification card. Failure to do so will result in a review of the contract by the Department of General Services' Contract Office.
- c. Other duties may include but are not limited to special orders, escort of City employees, additional tours of duty, monitor after hours visitor logs, raise/lower flags when requested, turn on/off lights at beginning/end shift times, additional personnel requirements and etcetera. Instructions may change at any time; however, twenty-four (24) hours' notice will generally be given to the Contractor by the City.

2. General Mobile Patrol Guard Duties

- a. Mobile Patrol Guards are to be responsible for all phases of building/site/space-protection mobile patrol services of various sites. Specific duties will vary based on the unique needs of the assignment and location. It is the City's expectation that the Contractor will conduct and work with the City to formulate optimal specific duties; however, for some locations, specific duties will be provided to the Contractor by the City.
- b. In general, regardless of weather conditions, or active ongoing threats occurring to the building(s)/site(s)/space(s) being protected, duties may include, but are not limited to, the following:
 - i. Conduct mobile security patrols of premises and perimeters, and reporting suspicious behavior, activity, concerns, or damage.
 - ii. Maintain overall situational awareness, ensure safe and efficient vehicular and foot traffic, and serve as visual deterrents and ambassadors of the City.
 - iii. Provide migrants and people experiencing homelessness or other specific populations determined by post orders with outreach materials, education, and referrals connecting people with City resources and services.
 - iv. Render basic first aid including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) within the scope of a guard's basic lifesaving education.
 - v. Guard site against fire, theft, pilferage, destruction, vandalism, trespassing, loitering, homeless encampments, or any criminal or unauthorized activity.
 - vi. Actively engage verbally and with presence, in stopping unauthorized entries.
 - vii. Permit only authorized persons to enter restricted areas.
 - viii. Report to the CSO or their designee, violations of security outlined herein, breaches of security, and issues deemed by the CSO as urgent or of an emergency nature.
 - ix. Be educated on NFPA 101 standards for performing fire watch duties 24 hours a day, 7 days a week, including official and documented fire extinguisher use, known as 'incipient fire training'.
 - x. Report violations of fire safety regulations immediately to supervisors or if life threatening call 9-1-1.
 - xi. Guard will be required to conduct, and log specified activity or interval checks of facility or spaces doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses, exterior areas, parking areas, public right-of-way, or other spaces deemed by the City to be in the area of operation(s) and etcetera. Conduct and log mobile patrol of locations, making certain to report to the City such things as lights out, water leaks, and etcetera. The City holds a preference for these logs, checks and reports to be in a digital format.
 - xii. Provide general information to the public as to the nature of the site and security services being performed there.
 - xiii. Perform additional duties unique and as required to individual agencies and/or sites.
- c. Other duties may include but are not limited to special orders, escort of City employees,

EXHIBIT A

additional tours of duty, additional personnel requirements and etcetera. Instructions may change at any time; however, twenty-four (24) hours' notice will generally be given to the Contractor by the City.

3. Guard Conduct and Expectations

- a. Guards are to maintain continual high standards of professional conduct while on duty.
- b. Guards are to be courteous, polite, and professional in their duties; especially when dealing with the public.
- c. No visitors or guests of Personnel will be permitted to loiter on the job site at any time. Personnel may not bring pets, guard dogs, or other animals on the site.
- d. Guards are to remain available and in continuous contact with their Supervisor and City points of contact, by radio or telephone, throughout their shift.
- e. Guards shall not possess or introduce any prohibited items, including weapons or self-defense items into any site without prior approval from the CSO or their designee.
- f. Guards shall always be alert and awake.
 - i. Sleeping during shift(s) is prohibited. Guards found sleeping during their shift are subject to grounds for immediate removal from their post.
 - ii. Contractor shall agree NOT to assign any personnel to perform security services hereunder who has worked in any capacity more than twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week, except for emergency situations as determined and agreed upon by the City.
- g. Excessive cell phone usage will not be tolerated. Guards are to remain alert and aware of their surroundings at all times. Excessive usage includes watching shows, playing games on mobile phone devices or any other activity that takes the guard's attention away from the security tasks at hand and for which the City and County of Denver is paying to protect.
- h. Guards are to be free from any condition that might adversely affect fitness for the duties of their position.
- i. Guards are to remain on the site throughout their entire shift, or and must remain on post until properly relieved by another Guard or Supervisor or an escalated person having authority to relieve them, such as a law enforcement officer
- j. Meal breaks are to be taken on the site in an area approved by the City. Guards will remain observant during the meal break and be prepared to respond as required. No eating or drinking will be permitted at any security post. No coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment. Reading material, cooking appliances, hobby craft materials, or any other non-essential material will not be allowed on the site unless specifically authorized by the City.
- k. Meal breaks, and break times are unpaid throughout all locations and spaces.
- l. Guards will remain on active patrol, or in an approved location throughout their shift. It is preferred that Guards use an electronic tour/patrol system to log their findings during an appointed patrol round, however, other methods may be acceptable to the City.
- m. Guards may also be required to monitor, use, and interact with video surveillance equipment owned and maintained by the City.
- n. Guards are to be trained to respond appropriately with both firmness and politeness in the case of aggressive or belligerent behavior by an occupant or visitor. If such action does not result in de-escalation of the situation, they are to calmly refer the occupant or visitor to their Supervisor for assistance, and in the event of menacing or threats, Guards are to follow post orders.
- o. The primary function of Guards is to observe and report. Guards shall not use physical force against any person, except for the use of reasonable force only to protect oneself, or another person, and then only as a last resort.
- p. Prior to assignment, Guards are to be educated on the nature of the work to be performed, the scope of the post they are assigned to, given a direct contact for the contractor to reach by phone for questions or urgent issues the guards may have and infacility layout, equipment at their assignment or post, locations of access control devices and/or other emergency

EXHIBIT A

equipment.

- i. Guards are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
- q. The contractor shall have and use a verified and functional electronic timekeeping system for all guards. Guards are to sign in and out of the contractor's electronic timekeeping system.
- r. Passdown and notations are to be made in a designated log as to the disposition of any keys, locking systems, clocks, Post Orders, etc., required for use at their post.
- s. The facilities, locations and agencies are accessible to occupants and the public. Although Guards are not employees of the City, the perception of the public at large is that the Guards are representatives of the City. Guard's interactions with the public should reflect well upon the City.
- t. In the event of lack of courtesy or responsiveness, the City may require a corrective action for the Guards in question and at the City's discretion may require the removal of the Guards from an assignment or post.
 - i. The City shall not provide paid admin leave due to investigatory actions related to a Contractor's agent/guard.
- u. Offensive language used by Guards will not be tolerated by the City.
- v. If, at any time, the City determines that a Guard is unsatisfactory, then the Contractor, due to the emergency nature and scope of this contract, to the extent it is able to do so without violating civil rights or employment laws, shall replace and remove that person with one who is satisfactory to the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees from any action as a result thereof.
- w. Contractor and Contractor's Personnel are required to comply with [Executive Order No. 16](#), Use of Electronic and Communication Devices and Services (See ATTACHMENT A – Reference Glossary)
 - i. Guards shall not record or transmit any audio or video content of their assignment, posting, protected areas the guard is at on any personal electronic device without the express written consent of the CSO or their designee.
- x. Adherence to the Mayor's [Executive Order No. 94](#) (See ATTACHMENT A – Reference Glossary)
 - i. Pursuant to the terms of the Mayor's Executive Order No. 94, all Contractors with the City and their Personnel are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or while performing City business. Contractors shall also prohibit their Personnel from consuming alcohol, being impaired by alcohol, or being under the influence of alcohol while performing City business.
 - ii. Contractor's Personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before/during shift(s).
 - iii. Contractor is to require Personnel to submit to blood, urine, or other alcohol or drug screening where there is reasonable suspicion of use and/or influence of alcohol or drugs. Drug or alcohol screening may also be justified where a workplace accident may have been drug or alcohol related.
 - iv. These policy provisions are applicable to Contractor's personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring Contractor's personnel from City facilities or participating in City operations. The Proposing Contractor is to refer to Executive Order No. 94 for the specific provisions of this policy.

4. Appearance

- a. No Guard may begin duty until he/she has a complete set of approved uniforms and accessories.
- b. Guards are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Guards are expected to avoid radical hair fashions, or cuts (e.g. Mohawks or spikes); for safety long hair is to be pulled back or worn in a bun; where possible, tattoos(s) and body piercings(s) [other than ear and nose] are to be covered. Moustaches and beards are to be neat.
- c. Clothing will be appropriately sized and worn as designed. Uniforms shall be clean, free of wrinkles,

EXHIBIT A

and are to be worn and maintained in a professional manner, with buttons always secured unless otherwise directed.

- d. Guards shall always be easily identifiable and on their outer most garment, display their contractor company logo, picture identification (I.D.) and security guard license
- e. Leather footgear shall be shined.
- f. Guards shall have their security guard license and their Armed License Endorsement Certificate (as applicable) on their person, at all times while on post.
- g. Guards reporting for duty who do not meet the standards outlined in this section will not be accepted by the City. Should the City notify the Contractor that a Guard is unacceptable because of personal hygiene, abusive behavior, or reasonable suspicion of substance abuse, the Guard is to be immediately removed from the job site by the Contractor. The Contractor has two hours to have a replacement placed on duty for the vacated post, backfilling with trainers, supervisors or management in the interim. The City will not be billed for a vacated post.

5. Soliciting

- a. No soliciting for any purpose is allowed on City properties by the Contractor's Personnel. The Contractor shall inform its Personnel of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at any City and County of Denver facility.

6. Gratuities

- a. Neither the Contractor nor its personnel, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the Public.

7. Smoking

- a. The Contractor and its Personnel, officers, and agents shall adhere to the Mayor's [Executive Order No. 99](#) (See ATTACHMENT A – Reference Glossary), prohibiting smoking in all indoor buildings and facilities including methods and materials used for smoking. The Contractor agrees that it will prohibit smoking by its Personnel and the public in any areas made available to the Contractor hereunder. Contractor must comply with each facility's policies related to tobacco usage by its Personnel as directed by the City. Moreover, smoking in uniform is strongly discouraged.

8. Security Guard Qualifications

- a. Security Guard License: Guards assigned to the City shall:
 - i. Possess a valid Security Guard License issued by the City, at all times and without interruption, as prescribed in Denver Revised Municipal Code (D.R.M.C.) Chapter 42- 133 and any security guard licensing requirement within the jurisdiction or the guard's post (See ATTACHMENT A – Reference Glossary)
 - 1. The Contractor must ensure that all Armed and Unarmed Guards working under this contract are in full compliance with all requirements outlined under this rule.
 - 2. Guards must have a current, valid Security Guard license issued by the City's Department of Excise and Licensing in their possession **prior** to being assigned to the City. Including any required endorsements for the City's deployment location.
 - a. There are no exemptions. On the job training is not permitted, nor holding/waiting period that shall be paid by the City.
 - 3. Proof of licensure should be available from the Contractor upon request by the City any time throughout the life of the contract.
 - 4. Guards are required to carry their Security Guard License while on duty at a City facility.
 - 5. Armed Guards are to obtain and retain an Armed License Endorsement Status in accordance with all weapon endorsements under Section 42 of the Denver Revised Municipal Code and policies set forth by the City and County of Denver Department of Public Safety. Armed Guards are required to carry their Armed License Endorsement Status Certificate while on duty at a City facility.

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6. Contractor and its security guards shall comply with as applicable any future policies and/or changes and/or requirements of the City and notably the City's Department of Excise and Licenses and Public Safety.
 7. All Guards providing direct service to the City will be employees of the Contractor and will NOT be Federal IRS 1099 Independent Contractors.
 8. The City is not obligated or liable to any party other than the Contractor. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations, or duties.
 9. Physical Qualifications: Guards shall be
 10. Physically, mentally, and emotionally capable of performing all duties required for their assigned post/ duties.
 11. 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.
 12. Capable of lifting a 25 lb. fire extinguisher, lifting, and carrying a small child, and assisting in the lifting of handicapped persons during an evacuation.
- ii. Citizenship
1. All Personnel working under this Agreement shall be citizens of the United States of America or legally authorized to work in the United States. The Contractor is required to produce evidence of such citizenship or authorization(s). Acceptable evidence shall consist of a state issued birth certificate, appropriate naturalization papers, or Immigration Customs Enforcement Services work authorization(s).
 2. Contractor is to take all necessary steps to verify that the citizenship documents are genuine, and the identity of the worker is legally eligible for employment. Contractor shall save the City harmless for any fines, assessments, or judgments because of such violation.
- iii. Literacy
1. Guards are to be literate in English to the extent of reading, comprehending, and demonstrating their understanding (through actions and behavior) of printed regulations, written orders and instructions, and be able to draft reports, which convey complete information.
 2. Guards must be able to speak clearly in English.
 3. Active bilingual capability is a plus when dealing with and assisting the public and is encouraged.
- iv. Job Knowledge & Cognition
1. Guards are to possess the capacity to acquire a good working knowledge of all the duty requirements within the terms of this Scope of Services. Prior to assignment, Guards shall be trained to perform their duties related to the facility they are being assigned. Cross training for multiple posts is acceptable.
 2. Guards will have successfully completed the necessary training outlined in Sections B.5 and B.6 and the Contractor will provide proof of training to the City.
- v. Disqualification
1. In performance of the services to be rendered and materials to be provided to the City under this proposal, Contractor shall only employ, retain, hire and/or use individuals not subject to the causes for denials identified in Denver Municipal Code Sec. 42-142. In addition, Contractor shall not employ, retain, hire or use any individuals that have been convicted of or released from incarceration for any of the offenses identified in Denver Municipal Code Sec. 42-142(b), (c), or (d) within the prior seven (7) years, unless the Contractor receives prior written permission from the Executive Director of General Services. The Executive Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate,

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be provided to the City as a condition precedent to the grant of such permission.

Background Checks

Contractor, at its expense, must conduct a background check for each of its employees who will provide services to the City. The term “employee” for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work locations proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee’s prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor’s employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor’s background check process, to ensure compliance with City standards, at any time.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the CBI. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:

- All Police Facilities
- All DSD Facilities

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- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services

All work to be completed under this on-call contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more. The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

All Denver Law Enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver.

- 1) Please go to the CBI Vendor Management [website](https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program) or <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program>

Please click on the CJIS Support Vendor link in the left-hand navigation pane. Click on the Individual tabs to learn about the program and how to apply.

- 2) You will be applying to be part of the CBI Vendor Management program. To apply for this, you will need documentation that states that you are contracted to do work with one of the Safety Agencies for the City and County of Denver.
- 3) Once you have this document, you will need to submit the following:
 - a. an application to create a fingerprint account;
 - b. the Vendor Agreement;
 - c. the above referenced contractual document with one of the Safety agencies for the City and County of Denver
 - d. an IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting.
- 4) Once you have completed the fingerprinting, background check and testing and are a CJIS Support Vendor, please submit the company name, listed individual names and certificates of completion of CJIS training to Agency Representative/Contact so verification can be made as well as associating your company to DPD.
- 5) Once this process is complete, projects can be scheduled and if necessary, badges will be provided for the duration of the project and then must be returned.

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- 6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed with the vendor. If the individual leaves the employment of the vendor – please notify CBI. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the management program.
- 7) If you have concerns or questions, please contact CBI at: cdps.cbi.cjisvenders@state.co.us or call 303-239-4208.

A.5 GENERAL TRAINING REQUIREMENTS:

1. Contractor is to have an established training program in which all Personnel have participated and successfully completed, with testing. The training must be provided by a certified instructor and results must be documented for each of the Contractor's Personnel available to the CSO or their designee upon request. Training must be completed prior to personnel deployment.
2. The Contractor is to provide, at their own expense, a MINIMUM of forty (40) hours of training for Guards and Supervisors prior to their post assignment. The training provided by the Contractor is to be sufficiently comprehensive to ensure the Contractor's Personnel will perform their duties effectively and must include a MINIMUM of sixteen (16) hours of orientation training and an additional twenty-four (24) hours of instruction specific to the Guard or Supervisor's post(s). In no particular order, training includes, but is not limited to:
 - a. Security policies, procedures and post orders
 - b. Ethics, customer service and professionalism
 - c. Equity, diversity and inclusion
 - d. Investigatory techniques
 - e. Observation techniques
 - f. Challenging and de-escalation techniques
 - g. Self-defense techniques
 - h. Crowd control
 - i. Interaction with law enforcement
 - j. Patrol and/or perimeter procedures
 - k. Report writing
 - l. Ingress and egress control
 - m. Radio communications
 - n. Emergency medical assistance and first aid
 - o. Terrorism issues
 - p. Workplace violence
 - q. Probable cause and use of force
 - r. Implicit bias
 - s. Operation of and/or orientation on security and alarm systems
 - t. General fire prevention and safety, including 'fire watch' duties.
 - u. Evacuation procedures
 - v. Security screening, property search and/or mail and package screening processes (metal detector, x-ray machine, and wand)
 - w. Location/Post specific instruction
 - x. Standard Response Protocol (City led training)
 - y. Guard House procedures (post specific)
 - z. Weapons training including firearms (position specific)
 - aa. Handcuff use (Certified Armed Guards)
 - bb. Defensive Driving (position specific)
 - cc. Guard demeanor and professionalism while on duty, as dictated by each City agency and the Contractor.
 - dd. Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness (City led training).

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A.6 ARMED GUARDS

1. The Contractor shall be responsible for training Armed Guards in the use of weapons including firearms, baton, and less than lethal measures.
2. The Contractor shall provide a MINIMUM of 24 (three, eight-hour training days) hours of specialized firearm training, by a certified trainer.
3. The Contractor, at its expense and not as pass-through cost, shall be responsible for training Armed Guards in the use of weapons including firearms, baton, less than lethal measures, and for administering fit for duty psychological examinations.
4. The Contractor shall provide a MINIMUM of 24 (three, eight-hour training days) hours of specialized firearm training, by a certified trainer.
 - a. Certified trainers shall be certified by a state or nationally recognized and accepted law enforcement/security educational body. Some examples are trainer certifications from nationally recognized law enforcement /security educational body's such as– NRA-LE division, IALEFI, FLETA-FITP, NLEFIA.
 - b. The twenty-four (24) hour minimum education for Armed Guards must occur prior to assignment to an armed post and be in addition to the forty (40) hours of orientation and post specific education by the Contractor.
 - i. Thereafter, the Contractor will provide proof of recurring monthly and quarterly training for Armed Guards to include performance reviews, firearms proficiency testing that includes range time, firing duty/carry weapons with a minimum of 100 rounds and continuing education centered on use of lethal force, situational awareness, shoot/ no shoot scenarios, de-escalation techniques, and legal implications of Armed Guard postings that may include use of lethal force.
 - ii. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Armed Guard has successfully completed the initial firearm training course and required subsequent annual refresher courses.
 - iii. The possession and use of weapons by Armed Guards shall be in strict conformance with all applicable and jurisdictional laws of the U.S. Government, the State of Colorado and the City
 - iv. Proficiency in the use of specific firearms must be demonstrated when a Guard is initially employed to service in the subsequent contract by the successful completion of a training course approved by the CSO.
 - v. Armed Guards shall only carry weapons which have been approved, and/or issued by the Contractor and reviewed and approved with the CSO.
 - vi. All weapons carried by Armed Guards will be serviced annually and prior to being placed into service, by a certified factory armorer of the weapon's manufacture. A weapon service log shall be maintained by the contractor and made available to the City, Denver Security Office and/or the CSO or their designee upon request, within 24 hours.
 - vii. Less than lethal devices, specifically pepper spray, carried by Armed Guards will be replaced annually to maintain serviceability.
 - viii. The contractor will provide an amnesty barrel/snail for ensuring safe operation, weapon clearing, checking weapon status of loaded or unloaded and to avoid accidental discharge of firearms at any location an Armed Guard is posted. Armed post locations are specified by the CSO or their designee.
 1. All amnesty barrels/snails will be kept in an inconspicuous space, with access controls and dedicated to the contractor's office areas.
 - ix. The contractor will ensure that Armed Guards have passed a psychological examination from a state approved Contractor, whose primary role is the conduct and testing of law enforcement and security personnel by and for 'fit for duty' examinations specific to

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Armed officers and the use of lethal force.

1. The contractor agrees when a candidate for armed guard or a current armed guard fails a psychological examination that a minimum waiting period of six months will pass, before the guard submits to another psychological examination(s)
- x. The Contractor agrees to conduct annual psychological examination(s) for all armed guards
- xi. Annual recertification must be performed with all personnel on all eligible posts prior to commencement of work and when required by the CSO.
 1. Annual recertification must at a MINIMUM meet the same requirements as the initial certification. The Contractor will be required to provide proof of the annual recertification upon request by the City.
- xii. At any time and for any reasonable cause, the CSO or their designee may ask for an Armed Guard to be removed from a post and the City security account and ask the contractor for psychological 'fit for duty' re-examination.
- xiii. In addition to new hire and initial training, the Contractor shall provide ongoing on- the- job training in response needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all regulatory requirements.
- xiv. At the discretion and request of the CSO, the Contractor may be instructed to conduct an after-action meeting immediately following an incident for training purposes.
- xv. All training provided shall be at the Contractor's expense, and the Contractor shall not request additional remuneration for training provided to its Personnel.
- xvi. At the discretion of the City, its agencies or the Denver Security Office, removal or suspension of all Armed Guards may be necessary. The contractor will comply with this request immediately and replace all Armed Guards with Unarmed Guards, without incurring any loss of staffing or open post(s).
- xvii. Failure of a psychological examination(s) shall result in immediate removal of an armed office's carrying of weapons and firearms and acting in an armed guard capacity.

A.7 GENERAL SUPERVISOR DUTIES, CONDUCT, EXPECTATIONS, QUALIFICATIONS

In addition to all the requirements stated in herein, Guard Supervisors ("Supervisors") at all levels must be individuals of integrity who display a mature attitude and exercise good judgment. Supervisors should set the example for Guards and should foster an environment in which Guards feel valued, respected and part of an effective and important team. Each Supervisor is to have a MINIMUM of two years of successful experience in security, public safety, law enforcement or the military. The contractor, upon request by the City, will provide the resumes of candidates being considered for this role.

A.8 ACCOUNT REPRESENTATIVE/MANAGER DUTIES, CONDUCT, EXPECTATIONS, QUALIFICATIONS

In addition to all the requirements stated above, Contractor managerial staff shall understand the legal aspects of Guard selection and screening, authority to detain or arrest and use of force. Contract managerial staff shall have a MINIMUM of five (5) years of successful, relevant experience in security, public safety, law enforcement or the military. Responsibilities may include, but are not limited to the following:

1. Physical security of the City's assets
2. Development and enforcement of security policies and procedures
3. Preemployment screening
4. Crisis management
5. Business continuity planning
6. Executive protection
7. Investigation of security incidents
8. Employee security awareness
9. Law enforcement and governmental liaison
10. Information protection

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11. Workplace violence protection
12. Termination support
13. Guard employment and supervision
14. Security systems management

A.9 MANDATORY POSITIONS

The City desires security personnel of the highest quality and integrity with minimal turnover. The City requires the following onsite Personnel:

1. The Account Manager shall:
 - a. Be the primary contact between the Contractor and the City.
 - b. Work with the CSO to develop detailed job specifications, duties, roles, responsibilities, and etcetera.
 - c. Have overall operational and supervisory responsibility for all aspects of the contracted security services for the City.
 - d. Possess a MINIMUM of five (5) years of experience supervising security accounts similar to the scope and requirements herein.
 - e. Be available to the City 24 hours a day, 7 days a week, when the contracted security services are actively being used in support of the City and County of Denver.
2. As the Contractor deems appropriate, additional Contractor personnel including managerial and supervisory staff shall:
 - a. Manage the City's account and be the point of authority in the absence of the Account Manager.
 - b. Be available to the City in the same manner and times as the Account Manager.
 - c. Managerial and supervisory staff shall maintain reports on the Personnel regarding inspections, shifts, weekends, holiday, and etcetera.
 - d. Managerial and supervisory staff must have the authority to respond to the requests of authorized City personnel to make immediate necessary changes, additions, removals, or modifications in the services provided to meet the daily needs of the City. The CSO will provide a list of authorized City personnel.
3. Engage with contractor's Unarmed Guards and/or Armed Guards
4. Provide additional positions as applicable or as the City and County of Denver deems necessary, with approval prior to posting from the CSO or their designee.
5. Attendance verification shall be required at the start of each shift. The Site Supervisor or Assistant Supervisor shall ensure that each Guard is present, neat and clean in appearance prior to the beginning of each shift. The Contractor shall provide proof of this verification upon request by the City.
6. The Contractor shall replace and maintain staffing levels to ensure like for like, with Guard staffing shortfalls, i.e., an Armed Guard calls off to a post contractually requiring an Armed Guard shall be filled by an Armed Guard replacement.

A.10 COMMUNICATIONS REQUIREMENT:

The Contractor must conduct regular meetings with all contracted personnel as identified in the Contractor's proposal. The Contractor shall not require, and the City shall not provide, additional remuneration to the Contractor for continuing education, site meetings, scorecard meetings, and daily briefings.

A.11 IMPLEMENTATION REQUIREMENTS:

1. The Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for their personnel including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with Denver Revised Municipal Code (DRMC) § 42- 131 through § 42-167. (See ATTACHMENT A – Reference Glossary).
2. The Contractor is to submit to the City, thirty (30) days after the service start date of the contract the following:

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- a. Lists of the Guards, Managerial staff, Supervisors, Trainers, etc. assigned to support the City account and include copies of their valid Security Guard License(s), Armed License Endorsement Status Certificate, Driver's Licenses, copies of all written candidate background investigation reports and evidence of Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED) and First Aid training.
3. The Contractor is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Guards contained in B.20-B24.
4. Defensive Driving Course: Any Contractor personnel assigned to operate a vehicle must have completed a City approved Defensive Driving Course. The CSO shall be supplied with copies of the training manual and all training materials. The guidelines of this course should be comparable to those used by a certified defensive driving training school. Copies of each employee's driver training record shall be kept on file and the CSO may review the records upon request. The Contractor shall not request, and the City shall not provide, additional remuneration for Defensive Driving Courses.

A.12 REPORTING AND ANALYSIS:

The Contractor is to provide the City with comprehensive reporting and analysis regarding but not limited to daily operations, patrols, tours, and incidents. Contact information will be provided upon award by the City.

- a. At the discretion and request of the CSO, data shall be available in its raw, native format (e.g. Excel, csv, txt) and/or access be granted to the CSO to the Contractor's reporting system.
- b. Reporting shall be available from a high-level down to a specific location.
- c. Contractor shall ensure accurate, verifiable timekeeping records, utilizing an electronic timekeeping system for all the Contractor's personnel. Contractor may be required to provide access for the electronic time keeping system to the City.
- d. Contractor shall maintain reports regarding inspections, shifts, weekends, holidays, and etcetera.
- e. Contractor shall provide data in support of the daily activity summary (DAS) accounting for the previous 24-hours of incident reports, notable events, after hours emergency calls, elevator specific issues, security equipment issues, facility specific conditions, data describing the completion of required patrol rounds, prohibited/confiscated item counts by facility and people counts (employees and visitors) by facility. Such summary reports must be made available upon request to each Client City Agency reporting activity at their particular agency.
- f. Contractor shall provide monthly reporting, due at the end of each week or sooner for services lasting less than seven (7) days, including breach details and trend analysis in relation to the overall account, locations and deployments to reflect incidents and other data over defined time-periods. Such summary reports shall not preclude the Contractor from reporting daily, or immediately to the designated Client City Agency contact about such circumstances and events of significance.
 - i. Contractor also shall provide a log of vehicular patrols and any other vehicular activities relating to the CSO on a per assignment basis due weekly or sooner for security services lasting less than seven (7) days.
- g. Contractor shall conduct and provide an annual deployment analysis and make recommendations to the CSO on lessons learned, staffing short falls, trends in operational issues and threats seen on post, and areas of improvement. The CSO will determine what additional criteria is to be included in this analysis.
- h. Contractor shall provide daily schedule of assignments account wide to include all post, by security officer name prior to 7:30am each morning.
- i. Contractor shall provide additional reporting as required by the City and County of Denver or individual agencies.

A.13 END OF DEPLOYMENT SCORECARD REVIEW PROCESS:

1. The Contractor agrees to participate, in good faith, in a scorecard review process, initiated by the City

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

A.14 CONTRACTOR'S PERFORMANCE AND PERFORMANCE FAILURE:

If, in the opinion of the CSO or Client City Agencies listed as managing security at their sites, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall 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 complete the work to its satisfaction which may include removing the Contractor from the site and contracting with another vendor. The Contractor shall be liable to the City after written notification, as liquidated damages and not as a penalty, the amount noted below for each and every failure in performance by the Contractor. The City shall have the right to make deductions from any amount due or that may become due to the Contractor or collect such liquidated damages from the Contractor or his surety. The CSO will have the authority to impose or waive fees. The CSO may require process changes or other items in lieu of administering liquidated damages. Instances where deductions from unpaid billings

may occur and the specific deductions for it shall include:

EACH INCIDENT	SPECIFIC DEDUCTION
Insufficient number (contractually) of Armed or Unarmed Guards, Supervisors, Other Personnel or vehicles	\$500.00 per incident, per each missing personnel or vehicle
Incomplete, unacceptable, dirty uniform	\$500.00 per personnel
Failure to maintain accurate records of hours worked	\$500.00 per occurrence
Failure to provide and/or complete an incident report	\$500.00 per occurrence
Failure to disclose non-compliance or policy infraction	\$500.00 per occurrence
Failure to keep required logs current	\$500.00 per occurrence
Late appearance or no show of Guard	\$500.00 per occurrence and per missing or late Guard

1. Performance failures that continue, as determined by the CSO or their designee, beyond five (5) days, shall subject the contractor to a 0.1% penalty based on the overall, annual, contract value. The penalty assessed shall be of 0.1%, per five (5) day period that the performance failure continues uncorrected or remedied by the contractor. Contractor penalties shall be deducted from the contractor's payments from the City and will be clearly labeled as such.
2. As an example, a performance failure that is properly identified, with written corrective action sent to the contractor but remains uncorrected by the contractor for one (1), five (5) day period would subject the contractor to a penalty of \$25,000.

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3. Note: Zero penalties have been assessed in the past 18 months.

A.15 INVOICING:

1. Invoices shall be billed no later than five (5) business days after completion of service. The contractor shall submit one invoice, that is broken down in to, two bi-weekly intervals. Invoices shall be emailed or mailed as determined by each Requesting Client City Agency. The contractor will provide a duplicate copy of all invoicing to the Denver Security Office via the CSO or their designee.
2. Contractor acknowledges that any invoices submitted with additional charges or a pricing structure that does not match the pricing in Exhibit B will be rejected.
3. The net Hourly Rates quoted shall be billed for on-site time only. Separate “trip-charges” and “travel time” will not be paid for by the City.
4. Labor charges are to be itemized by labor classification, the number of hours worked under each classification, and the labor rate paid for each classification.
5. All requests for quotations shall be performed at no cost to the City. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract.
6. Invoices shall be emailed or mailed as determined by the CSO to the responsible party. The contractor will provide a duplicate copy of all invoicing to the Denver Security Office via the CSO or their designee.
7. Invoices shall be submitted to the City in an approved format and accompanied by the associated billing details supported by electronic timekeeping records, per City site, for ease of review by the City, Denver Security Office and the CSO or their designee.
8. Invoices shall be inclusive of the hourly wage and bill rates broken out by type of position and applied to each invoice. Each invoice should clearly show wage rate, billing rate, and correlated time worked with timecard entries, per employee. An example of invoice requirements is provided in ATTACHMENT C – Example Invoice.
9. Contractor penalties shall be deducted from the contractor’s payments from the City and will be clearly labeled as such.
10. The Contractor shall provide the following details on all invoice submittals to the City:
Contractor must be capable of providing invoices that include the following details:
 - Invoice number
 - Invoice date
 - Service date(s) or service period
 - Service location (Location name and address)
 - Emergency Authorization Number (will be provided when assigned)
 - Additional information may be requested at the discretion of the City
 - Total charge
 - Contractor shall also provide monthly statement billing (as required).

A.16 AGENCY SPECIFIC SCOPES OF WORK:

The Contractor shall provide uniformed Unarmed and Armed Guards and coverage for City and County of Denver and other sites within the metropolitan statistical area, both building centric and exterior spaces, as deemed necessary to protect. The City neither states nor implies any guarantee that actual level of services and/or personnel hours will be used, required, or guaranteed.

All facility additions or service increases require the approval of the CSO and the Executive Director of General Services or the Executive Director’s designee. No additional services can be performed until the required approvals are obtained

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and a Notice to Proceed letter is issued. Contractors will not be paid for any work performed without proper authorization.

Cessation of service at any facility, location, or space will also require the approval of the CSO and the Executive Director of General Services or the Executive Director's designee, as will reductions in service at any facilities.

Location Specific Requirements:

The Contractor may provide security services at locations with at risk adults, juveniles, persons with disabilities, those experiencing homeless, individuals with limited English proficiency, or other vulnerable populations. Posts may require tact and special skill in interacting with individuals and regularly deescalating situations. Locations may include but are not limited to hotels, dorms, ballrooms, event spaces, congregate/non-congregate shelters, safe outdoor spaces/parking sites, or sanctioned camping sites serving the unhoused/migrants. The Contractor may provide security services to vacant land, parking lots, or construction sites where the city may have an interest.

1.
 - a. Denver Human Services'
2. Vehicles
 - a. Contractor must furnish a dedicated vehicle at each site, with company logos on each front door and a light wig/wag bar, all set up and ready for use prior to taking on City and County of Denver security work. The use of personal vehicles for this purpose are not permitted in any circumstance. Vehicles will be required which shall be no more than five (5) years old throughout the term of the contract. The vehicle supplied must be capable of responding over varying terrain and during all weather conditions, be properly serviced and maintained. The payment of refueling of contractor vehicles will not be the guard's responsibility but shall be accomplished by contractor leadership and use of a contractor provided credit card for fueling use.

A.17 OVERTIME:

City requested time worked in excess of forty (40) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1.5) at the employee's straight time hourly rate of pay. It is the Contractor's responsibility to manage their staff and scheduling to minimize overtime. The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems. Under no circumstances will overtime be allowed without the express prior written approval of the City.

A.18 FUTURE SUNSET/ TRANSITION:

Upon conclusion of this contract for any reason, the contractor shall work in complete cooperation with the City on transition to another Security Provider by performing the following including but not limited to:

- Cooperate on approximate 30-day transition of operations to incoming security contractor.
- Inventory, reconcile, and return/ transfer all City assets.
 - Reimburse the City for any lost or damaged assets.
- Provide all final reports outs and statuses.
- Provide a comprehensive last billing cycle minus credits due to the City within 20 days of contract operational conclusion.

PROPERTY AND EQUIPMENT, UNIFORMS, ARMED GUARD EQUIPMENT, AND PROPERTY ACCOUNTABILITY

A.19 PROPERTY AND EQUIPMENT:

- a. The Contractor will provide the following equipment at the Contractor's expense.

EXHIBIT A

- i. Mobile smart phones for each guard assigned on a post
 - 1. Capable of two-way communication, text messaging, capturing audio, photos, video, and notes
 - ii. All office support equipment
- b. Screening Equipment
 - i. The City has screening technologies that are mobile in nature and may be used in emergency security applications. The City may request additional screening equipment be provided by the contractor to supplement city owned equipment. These requests could include security wands, bag check sticks/lights, magnetometers, or other technologies for successful screening.
- c. Vehicles
 - i. Compensation for vehicles is to be all inclusive of the markup.
 - ii. Vehicles must not have more than 100,000 miles or be any more than five (5) years old throughout the term of the contract.
 - iii. Vehicles shall be all-wheel drive or four-wheel-drive.
 - iv. The Contractor must maintain Automobile Liability Insurance as per the sample contract.

A.20 UNIFORMS:

The Contractor will provide uniforms at the Contractor's expense. Uniform costs shall not be a pass-through cost and is understood to be part of the contractor's normal security work for the contractor's own employees.

- a. Upon award of the resulting contract, the Contractor will provide sample uniforms to be approved by the CSO.
- b. The Contractor will notify the CSO of any changes to the Contractor's uniforms for the CSO's approval.
- c. Uniforms, accessories including City-issued badge, and equipment and the wearing of same are to conform to guidelines by the City. The Contractor's company logo and shield is authorized to be shown on the uniform.
- d. The City will not reimburse the Contractor for uniform costs. All uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of the Contractor.
- e. The Contractor will not bill its employees for uniform costs, nor do payroll deductions for uniform costs, where the guard is paying for uniforms themselves.
- f. Uniforms must be consistent for all Contractor's Personnel.
- g. The Contractor is to furnish and maintain in good working condition, at no cost to the employees or the City, all items of uniform and equipment necessary to perform work required by this contract.
- h. Uniforms should be appropriate to the post and weather requirements and shall be in quantities to support the requirements of the scheduled post
- i. The Contractor must maintain a replacement program for worn, damaged and faded items, ensuring the Contractor's Personnel have a professional look while representing the City. In short, uniforms shall be serviceable at all times. Non serviceable uniforms shall be replaced immediately.

A.21 ARMED GUARD EQUIPMENT

The Contractor will provide the following at the Contractor's expense.

- a. Armed Security Guards shall wear "duty belt gear." This can be personal property of the Guard or the Contractor may furnish it. The acceptable type of weapon and ammunition is to be comparable to equipment used by the Denver Police Department and reviewed and approved by the CSO or their designee. A baton and pepper spray canister shall be carried by Armed Guards.
- b. Armed Guards shall carry a handcuff case with at least one cuff key on their person during all duty hours.

A.22 PROPERTY ACCOUNTABILITY

- a. All property furnished by the City and County of Denver to the Contractor under this Contract shall remain the property of the City. Upon termination of this contract, the Contractor is to promptly, and no later than 30 days after contract termination, return all such property to the City. The Contractor and the City will take an

EXHIBIT A

- inventory of all property upon the assignment of subsequent contract and as needed determined by the CSO.
- b. This account may be reviewed periodically/yearly or when new or additional equipment is added. Upon termination of contract, both parties will review and coordinate the allocation of property.
 - c. Any City-owned equipment which is lost or broken by the Contractor's personnel is to be reported and be replaced at the Contractor's expense within seven (7) business 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.

A. 23 PRICING INFORMATION & ANNUAL RATE INCREASES:

Pricing is firm and fixed for the first contract year. If the contract term extension option is exercised by the City, in all subsequent contract years, at the request of the Contractor, the costs for employee wages and benefits may be adjusted to reflect an increase, if any, equal to the percentage change in the cost of purchasing as evidenced by the United States Department of Labor, Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) for all items, all urban consumers, not seasonally adjusted, Denver-Aurora-Lakewood (Series ID CUURS48BSA0) or its successor. The Contractor's request for a cost increase shall be for increasing personnel hourly wages, not related to Contractor's desired increase of profit or mark-up, and it must be received by the City in June of the year before the request is to go into effect. Under no circumstances shall the increase in costs rise more than 3.5% per annum.

Pricing will remain firm and fixed from January 1, 2025 through December 31, 2025. In June 2025, the Contractor may request an hourly wage increase that will go into effect on January 1, 2026. The initial base period for determining the increase will be March 2024 through March 2025. The hourly wage increase will be the same percentage increase as the percentage increase, if any, of the CPI from March 2024 to March 2025. In June 2026, the Contractor may request an hourly wage increase that will go into effect on January 1, 2027. The initial base period for determining the increase will be March 2025 through March 2026. The hourly wage increase will be the same percentage increase as the percentage increase, if any, of the CPI from March 2025 to March 2026.

As a hypothetical example, if the CPI for March 2024 is 312.392 and the CPI for March 2025 is 323.278, the percentage increase would be 3.5 percent ($323.278 - 312.392 = 10.886$. $10.886 / 312.392 = 0.0348$, which also equates to 3.48 percent). The percentage increase should be carried to one digit past the decimal point, and that digit may be rounded from the following digit (rounding: 0-4= down, 5-9 up). In the case of this hypothetical example, the hourly wage increase for 2026 would be 3.5 percent.

The hourly wage increase that would go into effect on January 1, 2026 (which must be requested in June 2025) would be based on the percentage increase of the CPI from March 2024 to March 2025. Should the contract term be extended beyond December 31, 2026, the same progressive year-to-year methodology would be employed to determine subsequent annual increases.

If the CPI for January of any given year is lower than the CPI for January of the previous year, hourly wage rate will neither increase or decrease.

ATTACHMENT A REFERENCE GLOSSARY

Executive Order No. 16 – Use of Electronic Communication Devices and Services

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/16-Use-of-Electronic-Communication-Devices-Services.pdf>

Executive Order No. 94 – City and County of Denver Employees’ Alcohol and Drug Policy

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/94-CCD-Employees-Drug-Alcohol-Policy.pdf>

Executive Order No. 99 – City Smoking Policy

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/99-City-Smoking-Policy.pdf>

Executive Order No. 136 – Non-displacement of Qualified Workers City Service Contracts

<https://www.denvergov.org/content/dam/denvergov/Portals/executiveorders/136-non-displacement-qualified-workers.pdf>

Denver Revised Municipal Code – Chapter 42 Article V. Private Security Businesses and Private Security Guards

https://library.municode.com/co/denver/codes/code_of_ordinances?nodeId=TITIIREMUCO_CH_42PO_ARTVPRSEBUPRSEGU

ATTACHMENT B **EXAMPLE END OF DEPLOYMENT REVIEW** **SCORECARD**

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

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

Note:

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

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

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

5 - MANAGEMENT OPERATIONS	10%	a. The Security Provider's on-site manager visits all shifts at least once per month 10 = Yes or Not Applicable 1 = No	15%		0	0.0	
		b. The on-site manager submits a Weekly Activity Report to CCD site manager 10 = Yes or Not Applicable 1 = No	15%		0		
		c. Security Provider's Management (i.e. branch, region, corporate) visits the site quarterly to meet with CCD and DSO management 10 = Yes or Not Applicable 1 = No	10%		0		
		d. Security Provider is finding new and improved ways of managing security operations to optimize scheduling and minimize security incidents	10%		0		
		e. The schedule is being managed efficiently to ensure that hours requested are the hours worked	10%		0		
		f. The Security Provider's on-site manager meets with CCD Management monthly 10 = Yes or Not Applicable 1 = No	10%		0		
		g. Security Provider is ensuring Security Officers are not creating HSE incidents 10 = Yes or Not Applicable 1 = No	10%		0		
		h. Security Provider provides acceptable follow through on action items and resolutions	10%		0		
		i. Security Provider responds to issues proactively	10%		0		
6- MANAGEMENT BACK OFFICE	10%	a. Security Provider is able to staff unanticipated call-offs	25%		0	0.0	
		b. Security Provider fills vacant positions within a timely manner consistent with CCD site management's expectations	25%		0		
		c. The Security Officer turnover rate (voluntary and involuntary) is acceptable to CCD management	20%		0		
		d. All required equipment is being provided 10 = Yes or Not Applicable 1 = No	5%		0		
		e. All required equipment is being maintained in good working order 10 = Yes or Not Applicable 1 = No	5%		0		
		f. It is easy to do business with Security Provider	10%		0		
		g. Security Provider's invoices are accurate and received on time	10%		0		
7 - APPEARANCE & CONDUCT	10%	a. Security Officers show up on time to work	25%		0	0.0	
		b. Security Officers conduct themselves in a professional and courteous manner	25%		0		
		c. Security Officers demonstrate good writing skills in written communication	20%		0		
		d. Security Officers are in proper uniform	15%		0		

		e. Security Officers maintain a professional appearance	15%		0		
Overall comments							

ATTACHMENT C - INVOICE EXAMPLE



Invoice

Company name
Your Company Slogan Here

Date: October 10, 2019
Invoice #: 123456
Customer ID: General Services

To:		City and County of Denver Denver Security Office 201 W. Colfax Ave Denver, CO 80201 720-865-7102						Ship to:		City and County of Denver Denver Security Office 201 W. Colfax Ave Denver, CO 80201 720-865-7102					
Facility Address	Facility Code	Date	Position	Employee Name	Post Assigned	Post Change	Shift Notes	Shift	Scheduled Hours	Actual Hours	Delta	Hourly Wage	Hourly Bill Rate	Line Total	
Building 1	WEW01	9/30/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/1/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/2/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/3/2019	Unarmed Guard 1	Name	Information Desk	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/4/2019	Unarmed Guard 1	Name	Information Desk	No	Left sick	08:00 AM - 4:00 PM	8	4	(4:00)	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	36	(4:00)		\$XX.XX	\$XX.XX	
Building 1	WEW01	9/30/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/1/2019	Unarmed Guard 2	Name	Security Control Room	No	Left sick	08:00 AM - 4:00 PM	8	6	(2:00)	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/2/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/3/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 1	WEW01	10/4/2019	Unarmed Guard 2	Name	Security Control Room	No	N/A	08:00 AM - 4:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	38	(2:00)		\$XX.XX	\$XX.XX	
Building 2	WEW02	9/30/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/1/2019	Unarmed Guard 1	Name	Security Control Room	No	Covered for another guard	04:00 PM - 12:00 AM	8	10	2:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/2/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/3/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 2	WEW02	10/4/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	04:00 PM - 12:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	42	2:00		\$XX.XX	\$XX.XX	
Building 3	WEW03	9/30/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/1/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/2/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/3/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/4/2019	Unarmed Guard 1	Name	Security Control Room	No	N/A	12:00 AM - 8:00 AM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Building 3	WEW03	9/30/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/1/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/2/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/3/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 3	WEW03	10/4/2019	Armed Guard 1	Name	Security Screening	No	N/A	06:00 AM - 2:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Building 4	WEW04	9/30/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/1/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/2/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/3/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Building 4	WEW04	10/4/2019	Armed Guard 1	Name	Security Screening	No	N/A	10:00 AM - 6:00 PM	8	8	0:00	\$XX.XX	\$XX.XX	\$XX.XX	
Totals									40	40	0:00		\$XX.XX	\$XX.XX	
Subtotal													240.00	236.00	
Total														\$XX.XX	

Make all checks payable to Company name

Company Address, City, ST ZIP Code, Phone, Fax, E-mail

EXHIBIT B

Exhibit B - Pricing Sheet (Pricing is firm and fixed for the contract term, including term extensions)

Personnel Classification	Description	*Personnel Pay Per Hour	**All Inclusive Billing Rate Per Hour	
ESS Unarmed Guard - Tier 1	24-hour notice or less	\$	34.00	\$ 49.72
ESS Armed Guard - Tier 1	24-hour notice or less	\$	38.00	\$ 54.87
ESS Supervisor - Tier 1	24-hour notice or less	\$	40.00	\$ 57.44
ESS Unarmed Guard - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	30.00	\$ 44.57
ESS Armed Guard - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	32.00	\$ 47.15
ESS Supervisor - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	34.00	\$ 49.72
ESS Unarmed Guard - Tier 3	More than 72-hour notice	\$	26.00	\$ 39.42
ESS Armed Guard - Tier 3	More than 72-hour notice	\$	28.00	\$ 42.00
ESS Supervisor - Tier 3	More than 72-hour notice	\$	30.00	\$ 44.57
ESS Mobile Patrol Unarmed Guard - Tier 1	24-hour notice or less	\$	39.00	\$ 56.16
ESS Mobile Patrol Armed Guard - Tier 1	24-hour notice or less	\$	43.00	\$ 63.08
ESS Mobile Patrol Supervisor - Tier 1	24-hour notice or less	\$	45.00	\$ 65.74
ESS Mobile Patrol Unarmed Guard - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	35.00	\$ 51.01
ESS Mobile Patrol Armed Guard - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	37.00	\$ 53.58
ESS Mobile Patrol Supervisor - Tier 2	At least 72-hour notice, but more than 24-hour notice	\$	39.00	\$ 56.16
ESS Mobile Patrol Unarmed Guard - Tier 3	More than 72-hour notice	\$	31.00	\$ 45.86
ESS Mobile Patrol Armed Guard - Tier 3	More than 72-hour notice	\$	33.00	\$ 48.43
ESS Mobile Patrol Supervisor - Tier 3	More than 72-hour notice	\$	35.00	\$ 51.01

X-Ray Equipment****

Additional x-ray equipment	Cost per day	Depends on type - varies based on model
Vehicle	Cost per day	Cost Is built Into hourly rate of Mobile Patrol Employee

*Personnel Pay Rate Per Hour is the hourly rate in which the Contractor pays its employees.

**All Inclusive Billing Rate Per Hour is the rate in which the Contractor bills the City for Emergency Security Services and includes the Contractor's overhead and profit.

***Any Tier 1 or Tier 2 Emergency Security Services in excess of a 72-hour period of service will be reduced to the Tier 3 All Inclusive Billing Rate Per Hour for the remainder of the emergency declaration.

****Additional screening equipment requested by the City to supplment City owned equipment.



EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2025

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

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

PRODUCER Venture Pacific Insurance Services 111 Corporate Drive #200 Ladera Ranch CA 92694	CONTACT NAME: Tracy Mullins PHONE (A/C, No, Ext): 949-421-3540 FAX (A/C, No): 949-297-4911 E-MAIL ADDRESS: tmullins@alkemeins.com														
INSURED Aquila Services Corporation DBA Denver Metro Protective Services 2121 S. Blackhawk Street, Suite230 Aurora CO 80014	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER B: National Indemnity Company</td> <td>20087</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: StarStone Specialty Insurance Company	44776	INSURER B: National Indemnity Company	20087	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

 License#: OM63276
 AQUISER-01
COVERAGES**CERTIFICATE NUMBER: 1504160257****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div> <div> <input type="checkbox"/> </div> </div>	Y	Y	WSGL002665	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </div> <div> <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY </div> </div>			70APB010942	3/7/2025	3/7/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			WSGU000683	3/7/2025	3/7/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			WSGL002665	3/7/2025	3/7/2026	Limit 1,000,000

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

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds as respects the Commercial General Liability and Business Auto. Waiver of Subrogation applies. No exclusion for abuse/molestation.

CERTIFICATE HOLDER**CANCELLATION**
 City and County of Denver
 Department of General Services
 201 W. Colfax Ave - Dept 1110
 Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2025

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

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

PRODUCER Pinnacol Assurance 7501 E. Lowry Blvd. Denver, CO 80230-7006	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 70%;">PHONE (A/C, No, Ext):</td> <td style="width: 30%;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:											
PHONE (A/C, No, Ext):	FAX (A/C, No):														
E-MAIL ADDRESS:															
	<table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacol Assurance	41190	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Pinnacol Assurance	41190														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Aquila Services Corporation 1095 S Monaco Parkway Denver, CO 80224															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4189942	03/01/2025	03/01/2026	<table style="width: 100%;"> <tr> <td style="width: 5%;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 80%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$ 1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$ 1,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000		E.L. DISEASE - POLICY LIMIT		\$ 1,000,000
X	PER STATUTE	OTH-ER																					
	E.L. EACH ACCIDENT		\$ 1,000,000																				
	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																				
	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Unless otherwise stated in the policy provisions, coverage in Colorado only.

CERTIFICATE HOLDER

2464158
 City and County of Denver
 Department of General Services
 201 W Colfax Ave
 Department 1110
 Denver, CO 80202
 operations@denver-metro-protective.com

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CRS, Commercial Risk Solutions, Inc

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ACORD 25 (2016/03)

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EXHIBIT D
GENERAL SERVICES ON-CALL CONTRACT SERVICE ORDER FORM



Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Service Order Title & Description:

Contractor Name:

Agency Requester:

Contract No.:

Agency:

Workday Contract No.:

Requester Phone # and Email:

Fund/Cost Center/Spend Category/PRJ/Program:

Send Invoices To (email):

Emergency Auth. Code:
*As applicable

It is hereby mutually agreed that when this **SERVICE ORDER** has been signed by the contracting parties, the following described scope of services shall be executed by the **CONTRACTOR** in accordance with all contract documents and as herein stipulated and agreed.

The sum, as indicated in the attached scope of services, constitutes full and complete consideration, payment and satisfaction to the Contractor for this Service Order and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further monies, extensions of time, or other consideration for the described scope of services to the Contract.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all services/tasks required to complete the scope of services described and any changes in accordance with requirements for similar services covered by the Service Order, except as otherwise stipulated herein, for the following considerations:

The Lump Sum of (\$XX.XX):

Service Order Completion Date*:

*Form will not be accepted without a completion date.

Liquidated Damage:

Accepted for Contractor By:

Contractor Email:

Contractor Signature:

Title:

Date:

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the services to be performed under this **SERVICE ORDER**.

By Using Agency – Administrative or Budget Office Date

APPROVALS

Approved by Requestor, Date

Approved by Division Director Date

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.

EXHIBIT E

GENERAL SERVICES ON-CALL CONTRACT SERVICE ORDER CHANGE FORM

**CONTRACTS
OFFICE**
DENVER GENERAL SERVICES

Administered by:
Department of General Services Contracts Office
201 W. Colfax Ave., Dept. 1110
Denver, CO 80202
GScontracts@denvergov.org

Service Order Title:

Contractor Name:

On-Call Contract No.:

Supplier ID No.:

Workday PO No.:

Agency:

Agency Requestor:

Fund/Cost Center/Spend Category:

It is hereby mutually agreed that when this **SERVICE ORDER CHANGE** has been signed by the contracting parties, the following described changes shall be executed by the **CONTRACTOR** without changing the terms of the Contract.

Modifications to the Service Order described in the attached narrative and summarized in the attached scope of services dated _____ and attached as Exhibit A.

THE CONTRACTOR AGREES to furnish all services, material, labor and perform all services/tasks required to complete the scope of services described and any changes in accordance with requirements for similar services covered by the Services Order Change, except as otherwise stipulated herein, for the following considerations:

Add/subtract from the Service Order the sum of: _____ (\$XX.XX)

Service Order Revised Completion Date:

Accepted for Contractor By:

Contractor Signature:

Title:

Date:

WORKDAY PO NO.:

Original Service Order Amount: \$

Original Service Order Duration:

Original Service Order Completion

Date:

This Service Order Change (+/-):

New Service Order Total:

Adjust the Service Order Completion Date by: _____ calendar days

New Service Order Completion Date:

CHANGE REQUEST SUMMARY

USING AGENCY

I hereby certify that funds are available that will be reserved to pay the Contractor in full for the work to be performed under this **SERVICE ORDER CHANGE**.

By Using Agency – Administrative or Budget Office

Date

APPROVALS

Approved by Requestor,

Date

Approved by Division Director

Date

NOTE: No persons shall authorize or perform any of the above until the Service Order Change has all signatures and has been distributed alongside a Notice to Proceed

DISTRIBUTION: Auditor, Contract Administration, General Services Contract Compliance Technician, DSBO, and Contractor.

EXHIBIT F



FIELD ORDER DIRECTIVE

INFORMAL APPROVAL OF SUBCONTRACTOR (FOR EMERGENCY USE ONLY)

Contractor Name:

Contractor Representative:

Requested Subcontractor:

Subcontractor Representative:

RE: Contract No.:

Project Name:

Date of Directive:

The contractor is directed to immediately perform the identified emergency work and to utilize the requested subcontractor.

This field directive informally authorizes the contractor to utilize the requested subcontractor in performance of the emergency work. The contractor, in conjunction with the Project Manager, is required to formally submit a subcontractor request within five (5) days of after receiving this executed Field Order Directive.

Project Manager Date

Contractor Company Name

Contractor Representative Name/Title

Signature Date

Contracts Office
201 West Colfax Avenue, Dept. 1110 | Denver, CO 80202
www.denvergov.org/generalservices
GSContracts@denvergov.org

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereafter referred to as the "Contractor", and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, 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 _____ **Dollars (\$XX.XX)**, 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 on the _____ day of _____, 202_, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the services of **CONTRACT NO. GENRL-202476185, [Emergency On-Call Security Services]**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, 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, Technical Specifications, Plans, 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 obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if 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 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 rental machinery, tools or equipment, all amounts due as the result of the use of such 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 this project, or 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 Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 202__.

Attest:

Secretary

Contractor

By: _____
President

Surety

By: _____
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:
Attorney for the City and County of Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF
DENVER

By: _____
Michael C. Johnston
MAYOR

By: _____
Al Gardner
**EXECUTIVE DIRECTOR OF
GENERAL SERVICES**

Change Rider

Rider #: ____

For Bond No. _____ on behalf of _____ dated _____ and in favor of the City and County of Denver.

The surety hereby gives its consent to the incorporation of the obligations and requirements set forth in Work Order No. _____, Proposal Request No. _____, the sum of this bond **shall be increased by** _____ dollars and _____ cents (\$ _____), lawful money of the United States of America, **to the amount** of _____ dollars and _____ cents (\$ _____).

Except as modified herein, Bond No. _____, dated _____, is affirmed and ratified.

Executed on date: _____.

(Contractor)

(Surety)

Approved for the City and County of Denver

By: _____

RIDER

Work Order No. _____

Contract No. _____

TO BE ATTACHED TO AND FORM PART OF

PERFORMANCE AND PAYMENT
(TYPE OF BOND)

NO: _____

IN FAVOR OF: CITY AND COUNTY OF DENVER
(OBLIGEE)

ON BEHALF OF: _____
(PRINCIPAL)

EFFECTIVE: _____
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

The Surety, _____, hereby gives is consent to:

- ☐ INCREASE BOND PENALTY
- ☐ CHANGE THE NAME OF PRINCIPAL
- ☐ DECREASE BOND PENALTY
- ☐ CHANGE THE ADDRESS OF THE PRINCIPAL
- ☐ CHANGE THE EFFECTIVE DATE
- ☐ CHANGE THE EXPIRATION DATE
- ☐ OTHER: _____

of the attached bond as described herein:

		NO.	AMOUNT (\$)
R1	WORK ORDERS / CHANGES ASSIGNED TO DATE		
R2	WORK ORDERS / CHANGES COMPLETED TO DATE **		
R3	PREVIOUS CURRENT WORK ORDER TOTAL (R1 – R2)		
R4	AMOUNT OF THIS WORK ORDER		
R5	NEW CURRENT WORK ORDER TOTAL (R3 + R4)		

PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider shall not be cumulative. ** Note that in order for work orders to be considered “completed” and therefore removed from the “current” work order total, the City must have issued a Letter of Final Acceptance for each completed work order.

SIGNED AND SEALED THIS _____ DAY OF _____ 20__.

INSURANCE COMPANY

(witness)

By: _____
(Attorney-in-Fact) (Seal)

ACCEPTED BY OBLIGEE

(witness)

By: _____