

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SECURITAS SECURITY SERVICES USA, INC.**, a Delaware corporation, with a local place of business located at 10065 E. Harvard Avenue, Suite 250, Denver, CO 80231 (the “Contractor” or “Sub-Awardee”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

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

3. DSBO

A. This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 D.R.M.C. (the “Goods and Services Ordinance”) and any Rules or Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **14%**.

B. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded,

unless there is a change in the work by the City, or as otherwise as described in § 28-133, D.R.M.C. The Contractor acknowledges that:

1. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases discussed in § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

2. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.

3. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to the DSBO Director all required documentation described in §§ 28-128, 28-133, and 28-136, D.R.M.C. with respect to the modified dollar value or work under the contract.

4. For contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., as applicable, regarding prompt payment to MWBEs. Payment to MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of an MWBE subcontractor invoice.

5. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.

6. Should any questions arise regarding DSBO requirements, the Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

4. **TERM:** The Agreement will commence on January 1, 2022 and will expire on December 31, 2024 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director. The Contractor and the City may continue the Term of the Agreement at the same prices and conditions set out herein for up to two (2) additional one (1) year periods.

5. **COMPENSATION AND PAYMENT:**

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

B. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in **Exhibit D**.

C. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

D. **Maximum Contract Amount:**

1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-FIVE MILLION DOLLARS (\$25,000,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

2. The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. American Rescue Plan Act. The Sub-Awardee agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

1. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

3. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

4. To make necessary investments in water, sewer, or broadband infrastructure.

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

of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Sub-Awardee for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Sub-Awardee under this Agreement no later than December 31, 2024. The Sub-Awardee agrees and acknowledges that all services performed and/or goods provided by the Sub-Awardee using ARPA Funds must be performed and/or provided, respectively, by the Sub-Awardee no later than December 31, 2026. Further, the Sub-Awardee agrees and acknowledges that payment for all services performed and/or goods provided by the Sub-Awardee using ARPA Funds must be provided by the City to the Sub-Awardee no later than December 31, 2026. As such, the Sub-Awardee shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Sub-Awardee after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Sub-Awardee’s services hereunder contemplate the spending of ARPA Funds, the Sub-Awardee shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Sub-Awardee shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Sub-Awardee shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Sub-Awardee.”

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

7. TERMINATION:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager. Contractor may terminate this Agreement without cause or penalty upon one (1) year written notice to the City.

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

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

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

8. 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. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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 the Agreement constitutes a waiver of any other breach.

10. INSURANCE:

A. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, 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, 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. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit 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 Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subContractor's insurer(s) shall 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, Contractor's insurer shall waive subrogation rights against the City.

E. Subcontractors and Subconsultants: 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 and Employer's Liability Insurance:

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. Commercial General Liability: 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.

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

I. Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

11. DEFENSE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

16. **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.

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

18. **CONFLICT OF INTEREST**:

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

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

if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Manager of General Services or Designee
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.

20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

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

B. The Contractor certifies that:

1. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

2. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

3. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

4. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

5. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

6. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

21. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the

City official rendering a final determination shall be the Executive Director as defined in this Agreement.

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

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

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

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

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

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

28. **INTELLECTUAL PROPERTY RIGHTS**: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information specifically and exclusively created for the City 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 register such items in the name of the City and County of Denver unless the Manager directs otherwise in writing. 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. Contractor will provide the City with copies of:

1. all Securitas Vision reports related to this Agreement including any incident reports, activity reports, and tour reports; and
2. any risk assessments or audits conducted by the Contractor in connection with Contractor’s services to the City (collectively, the “Records”). Such Records will belong to the City.

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

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

31. CONFIDENTIAL INFORMATION:

A. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a

license thereto. The City will retain all right, title, and interest in its Confidential Information.

B. Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If Contractor receives Regulated Data outside the scope of the Agreement, it shall promptly notify the City.

C. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City may advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If Contractor objects to disclosure of any of its material, Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor’s intervention to protect and assert its claim of privilege against disclosure under this

Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

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

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

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

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

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

to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

38. BONDING REQUIREMENTS: The Performance Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor and the Office of the City Attorney. Contractor shall pay for and furnish a corporate surety performance bond as a guarantee of the faithful performance of the Agreement (the "Performance Bond"). The Performance Bond shall be in the amount of not less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor's obligations in strict accordance with the terms of this Agreement. The Performance bond shall be substantially in the form contained in **Exhibit B**. The Performance bond shall be renewed annually for each year that this Agreement is extended or renewed. The fully executed and approved Performance Bond shall be provided within thirty (30) days of the Contract Effective Date.

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

40. NON-DISPLACEMENT OF QUALIFIED WORKERS

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

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

to create any right or entitlement to continued employment by the Contractor for any particular period of time in excess of the ninety (90) day transition employment period.

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

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

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

F. In every subcontract entered into in order to perform services under this Agreement, the Contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractor working under this Agreement, as well as of a predecessor contractor and its subcontractor. The subcontract shall also include provisions to ensure that the subcontractor will provide the Contractor with the information about the employees of the subcontractor needed by the Contractor to comply with paragraph (c) above. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions, including the imposition of sanctions for

non-compliance: provided, however, that if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the City enter into such litigation to protect the interest of the City.

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

H. Contractor agrees to follow the procedures and requirements set out in Chapter 58, Section 33 of the D.R.M.C. regarding qualified workers.

41. PAYMENT OF CITY MINIMUM WAGE: 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, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by 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.

42. PAYMENT OF LIVING WAGES

A. The Contractor and every subcontractor under this Agreement shall pay every covered worker employed under this Agreement not less than the living wage provided for under subsections (B) and (C).

B. The Contractor shall furnish to the city's auditor, upon the auditor's request, a true and correct copy of the payroll records of all covered workers employed under this Agreement, either by the Contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each covered worker employed under the contract, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each covered worker.

C. The copy of the payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under this Agreement, either for the Contractor or subcontractors, that payments

were made to the covered workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all covered workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

D. Every such contract shall further provide that the Contractor shall post in a place which is prominent and easily accessible to covered workers the scale of wages to be paid to the covered workers.

E. If any worker employed by the Contractor or any subcontractor under this Agreement has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, at its option, by written notice to the Contractor, withhold further payment to the Contractor, or suspend or terminate the Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the city for any excess costs occasioned the city thereby.

43. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: Agreement consists of Sections 1 through 46 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 Statement of Work
- Exhibit B Performance and Payment Bond
- Exhibit C Certificate of Insurance
- Exhibit D Rates
- Exhibit E Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

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

44. FORCE MAJEURE. No failure or omission by either party in the performance of any obligation under this contract (except for payment obligations) will be deemed a breach of this contract by such party or create any liability on the part of such party for damages or otherwise, if the same shall arise from any cause or causes beyond the control of such party, including but not limited to the following: acts of God, war, riot, insurrection, rebellion, fire, earthquake, flood, storm, or governmental orders, acts or restrictions. The afflicted party shall notify the other party of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all commercially reasonable efforts necessary to cure such force majeure circumstances.

45. US SAFETY ACT. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

46. BACKGROUND CHECKS

A. Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, 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.

B. 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 City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. 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:

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

C. 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. Additionally, all 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.

D. Contractor warrants they are supplying employees who have passed a national background check(s) pursuant to ARTICLE V. - PRIVATE SECURITY BUSINESSES AND PRIVATE SECURITY GUARDS Section 42-131 of the D.R.M.C. Contractor warrants that all security employees assigned to work under this Agreement shall receive an annual background check pursuant to Section 42-131 of the D.R.M.C. Contractor shall provide proof of successful background checks for all personnel working under this contract prior to the beginning of work.

Contractor shall provide proof annually of successful background checks of all personnel working under this contract due on January 15th of each year.

E. Contractor warrants that they shall notify the City if any employees assigned under this Agreement are convicted after hire of any crimes specified in Section 42-142 of the D.R.M.C.

F. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

ATTACHED EXHIBITS:

- Exhibit A** Statement of Work.
- Exhibit B** Performance and Payment Bond.
- Exhibit C** Certificate of Insurance.
- Exhibit D** Rates.
- Exhibit E** Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:
Contractor Name:

GENRL-202161226-00
SECURITAS SECURITY SERVICES USA INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202161226-00
SECURITAS SECURITY SERVICES USA INC

By:  _____
3DB414359B1E415...

Name: Christopher George
(please print)

Title: Area Vice Preseident
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A SCOPE OF WORK

SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

(Applicable to both Prime Contractor and its sub-contractor(s))

B.1 SECURITY EXPECTATION:

The successful Contractor (Contractor) shall provide Unarmed and Armed Security Personnel Services to the City in accordance with this scope of work. Services shall be provided at various locations under the control of Denver Arts and Venues, Denver County Court Parking Magistrate, Denver Human Services, General Services' Denver Security Office, Wastewater Management or any other City agency or location, as may be required in the future. Current levels of coverage for service requirements are given herein. However, the City reserves the right to add or 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. They shall also work in coordination with local law enforcement daily.

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; their pay and benefits will be encompassed into the ‘All Inclusive Billing Rate Per Hour’ rates.

Note: The City wishes to notify all proposers that the incumbent contract with HSS is subject to a Collective Bargaining Agreement (CBA) with SEIU Local 105. This notification should serve as informational and background purposes only, and does not indicate opposition or endorsement of any of the existing CBA terms.

- Current Prime Contractor: HSS, INC., awarded in 2015.
- Annual Service Hours: Approximately 255,000 hours per year
- Annual Citywide spend is: \$ 9.6MM Annually

B.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. 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 work 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 in writing to the Contractor.

In addition to issuing, amending or rescinding procedures, the CSO may make changes in the specifications of work 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 orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

CLIENT CITY AGENCIES:

- Denver Arts and Venues
 - Unarmed Guards
- Denver County Court Parking Magistrate
 - Armed and Unarmed Guards
- Denver Human Services
 - Armed and Unarmed Guards
- General Services' Denver Security Office
 - Armed and Unarmed Guards
- Wastewater Management Division
 - Armed and Unarmed Guards
- Other agencies as required

B.4 GENERAL GUARD DUTIES, 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 building/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, 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 City property against fire, theft, pilferage, destruction, and vandalism.
 - iv. Permit only authorized persons to enter restricted areas.
 - v. 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.
 - vi. Screen individuals entering public buildings/facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
 - vii. Report violations of fire safety regulations.
 - viii. Guards will be required to conduct, and log specified activity or interval checks of facility doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses e.g. boiler gauges, mechanical room gauges and etcetera.
 - ix. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 - x. Provide general information to the public (directions to buildings, offices, floors, and etcetera.).
 - xi. Perform additional duties unique and as required to individual agencies and/or locations/deployments.
 - xii. Ensure no prohibited contraband shall pass through the security checkpoints of any City and County of Denver operated facility or property. 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. 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 without the specific written permission of the CSO or their designee.
- d. Guards are to remain available and in continuous contact with their Supervisor and City dispatchers 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 City property 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 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 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.
- 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 property throughout their entire shift, or until properly relieved by another Guard or Supervisor.
- 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 including DHS locations.
- 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 with facility layout, equipment at their assignment or post, locations of access control devices and/or other emergency equipment.
 - i. Guards are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
- q. Guards are to sign in and out of the contractor's electronic timekeeping system.
- r. 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.

- i. The City uses a manual key control system. There are several on-going projects for Citywide key control
- 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. Guards 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, within reasonable time to be determined in consultation with the City, to the extent it is able to do so without violating civil rights or employment laws, shall replace and remove that person with one who is satisfactory to the City, and shall defend, indemnify and hold harmless the City, its officers, agents and employees from any action as a result thereof.
- 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 G – Reference Glossary)
 - i. Guards shall not record or transmit any audio or video content 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 G – 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.

3. Appearance

- a. No Guard may begin duty until he/she has a complete set of approved uniforms and accessories.
- b. Agents 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, and are to be worn and maintained in a professional manner, with buttons always secured unless otherwise directed.
- d. Guards shall always display their 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.

4. 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.

5. 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.

6. Smoking

- a. The Contractor and its Personnel, officers, and agents shall adhere to the Mayor's [Executive Order No. 99](#) (See ATTACHMENT G – 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.

7. 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 (See ATTACHMENT G – 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. There is no on-the-job-training, 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.
 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.
 - ii. All Guards providing direct service to the City will be employees of either the Contractor or its subcontractors and will NOT be Federal IRS 1099 Independent Contractors.
 1. 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 except upon prior written consent and approval of the City to such assignment or subcontracting. Should assignment or subcontract occur, the subcontractor will be required to abide by all rules and regulations set forth in this scope of work and resulting agreement.

- iii. Physical Qualifications: Guards shall be
 - 1. Physically, mentally, and emotionally capable of performing all duties required for their assigned post/ duties.
 - 2. In good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/ patrolling for an entire shift(s), climbing stairs, running and self-defense.
 - 3. Capable of lifting a 25 lb. fire extinguisher, lifting and carrying a small child, and assisting in the lifting of handicapped persons during a building evacuation.
- iv. 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.
- v. 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.
- vi. 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 Work. 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.
- vii. 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, be provided to the City as a condition precedent to the grant of such permission.
- viii. Background Check and Notification of Conviction
 - 1. Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, 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:
 - a. Social Security Number Trace;
 - b. Federal Criminal Records (includes wants, warrants, arrests, convictions,

- and incarcerations);
 - c. Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
 - d. 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
 - e. National Sexual Offender Registry Search.
2. 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.
 3. 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 City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations that require NCIC background checks are as follows:
 - a. Denver Animal Shelter
 - b. Detention Center
 - c. Denver Crime Lab
 - d. Police Administration Building
 - e. All DHS Facilities
 4. 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. Additionally, all 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.
 5. Contractor warrants they are supplying employees who have passed a national background check(s) pursuant to ARTICLE V. - PRIVATE SECURITY BUSINESSES AND PRIVATE SECURITY GUARDS Section 42-131 of the D.R.M.C (See ATTACHMENT G – Reference Glossary). Contractor warrants that all security employees assigned to work under this Agreement shall receive an annual background check pursuant to Section 42-131 of the D.R.M.C. Contractor shall provide proof of successful background checks for all personnel working under this contract prior to the continuation of work. Contractor shall provide proof annually of successful background checks of all personnel working under this contract due on January 15th of each year.
 6. Contractor warrants that they shall notify the City if any employees assigned under this Agreement are convicted after hire of any crimes specified in Section 42-142 of the D.R.M.C. (See ATTACHMENT G – Reference Glossary),
 7. Contractor agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits, or proceedings alleging a breach of these warranties.
 8. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

B.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 no later than February 25, 2022.
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 (Armed Guards and Supervisors only)
 - 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)
3. The post exceptions requiring additional education are control room guards and armed guards. Control room guards shall receive additional education of forty (40) hours, in five, eight-hour shifts, prior to staffing a control room post. Armed Guard educational requirements are detailed in section 4, below.

B.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.

- 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 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 each location an Armed Guard is posted. Armed posts 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 Armed officers and the use of lethal force.
 - x. 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.
 - xi. 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.
 - xii. 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.
 - xiii. 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.

- xiv. All training provided shall be at the Contractor's expense, and the Contractor shall not request additional remuneration for training provided to its Personnel.
- xv. 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).

B.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.

B.8 ACCOUNT 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
11. Workplace violence protection
12. Termination support
13. Guard employment and supervision
14. Security systems management

B.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. Be stationed in the Wellington Webb Municipal Building.
 - c. Work with the CSO to develop detailed job specifications, duties, roles, responsibilities, and etcetera.
 - d. Work full-time (40 hours/week) for the City account; schedule will be determined by the CSO and is subject to change.
 - e. Have overall operational and supervisory responsibility for all aspects of security services for the City.
 - f. Possess a MINIMUM of five (5) years of experience supervising security accounts similar to the scope and requirements herein.
 - g. Be available to the City 24 hours a day, 7 days a week, 365 days per year.
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 24 hours a day, 7 days a week, 365 days per year.
 - 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. Multiple Unarmed Guards
 4. Multiple Armed Guards
 5. Additional positions as applicable or as Contractor deems necessary

B.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, quarterly site meetings, quarterly scorecard meetings, and daily briefings.

B.11 Additional Contractor Requirements:

See ATTACHMENT D for:

1. PROPERTY AND EQUIPMENT
2. UNIFORMS
3. ARMED GUARD EQUIPMENT
4. PROPERTY ACCOUNTABILITY

B.12 BENEFITS-REQUIRED MINIMUMS:

The Contractor will provide the following per the Contractor's Pricing contained in Contractor's submitted proposal. Contractor shall detail benefits offered to personnel which may include but not be limited to medical, dental, vision, retirement, paid time off, wellness program, bus/light rail pass options, life & accidental death and dismemberment, short and long-term disability, employee assistance, promotions, performance management, and work-life balance.

The following basic benefits shall be paid to all Contractor's Personnel.

1. Holidays
 - a. At a minimum, holiday pay shall be compensated for each employee at a gross pay rate of time and one-half for the following ten (10) holidays ONLY for service hours worked; however, the City will only be charged the straight hour billing rate: New Year's Day; Martin Luther King Day; Caesar Chavez Day; President's Day; Memorial Day; July 4th; Veterans Day; Labor Day; Thanksgiving Day; Christmas Day
2. Paid Time Off
 - a. All personnel are to be given a MINIMUM of five (5) days of paid time off per year.
3. Overtime (NON-City requested)
 - a. Personnel shall be paid time and one-half wages for any hours exceeding forty (40) hours per week. As with Holiday pay, the City shall not compensate the Contractor for overtime expenses. It is the Contractor's responsibility to manage their staff and scheduling to minimize overtime. Under no circumstances will overtime be allowed without the express prior written approval of the City.
4. Overtime
 - a. The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems.
 - b. Exception: Scope of Work Section Overtime (City requested)
 - i. The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems.
 - ii. However, there may arise occasions where, at the City's request, an individual Guard is

requested to be held over at overtime pay (1.5 pay rate). In that instance, the Contractor may bill the City the contractor's billing rate at 1.5 the contracted rate. Under no circumstances will overtime be allowed without the express prior written approval of the City.

5. Medical
 - a. Medical coverage for employees is mandatory where required by the Federal Affordable Care Act.
6. Dental, Vision, and other benefits /plans may be offered and are encouraged.
7. Hiring Bonus
 - a. All incumbent security officers currently employed by the Prime vendor and working at the City and County of Denver security program will be offered a \$500.00 hiring bonus should they make the determination to hire with Securitas and remain employed for the first 90 days following the transition. Bonus payments to all incumbent security officers will be paid on, before or around March 31, 2022. Contractor may elect to split the amount into an initial payment with the Security Guard's first check and the remainder following 90 days of employment.

B.13 IMPLEMENTATION REQUIREMENTS:

1. The Contractor shall execute a transition plan as proposed and accepted by the City.
2. 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 G – Reference Glossary).
3. The Contractor is to submit to the City, ninety (90) days prior to service start date of the contract the following:
 - a. Lists of the Guards, Managerial staff, Supervisors, Trainers, etc. assigned to 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.
4. 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 ATTACHMENT D.
5. New Post Assignment: Existing Guards assigned to new posts shall be required to be oriented and instructed by the Contractor's trainers in the areas outlined in the training requirements prior to commencing their tour of duty with a MINIMUM of twenty-four (24) hours instruction specific to unarmed posts. An additional MINIMUM of twenty-four (24) hours of instruction for armed posts. The twenty-four (24) hours for armed posts will include firearms specific training, as outlined, herein.
6. 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.

B.14 REPORTING AND ANALYSIS:

1. 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 on the 15th of each month for the month preceding, 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 monthly basis due on the 15th of each month for the month preceding.
- g. Contractor shall conduct and provide an annual deployment analysis and make recommendations to the CSO on redeployments and areas of improvement. The CSO will determine what criteria is to be included in this analysis. This deployment analysis will be due on the 28th of February each year for the following calendar year January 1.
- h. Contractor shall provide an annual comparative analysis with other entities in the Denver metropolitan area, along with comparable cities in other states. The CSO will determine what criteria is to be included in this report. The comparative analysis report will be due on the 28th of February of each year.
- i. Contractor shall provide additional reporting as required by individual agencies.

B.15 QUARTERLY SCORECARD REVIEW PROCESS:

1. The Contractor agrees to participate, in good faith, in a quarterly scorecard review process, initiated by the City and managed by the Denver Security Office.
2. The quarterly review process includes a scorecard that will be rated by City stakeholders specific to a site that directly uses the Contractor's services.
3. An example of the scorecard to be used in the review process is in ATTACHMENT E.
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, quarterly meetings, and City requested meetings to discuss issues that are not being remedied in a timely manner and that may incur a contractual penalty.

B.16 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. 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.
3. Note: Zero penalties have been assessed in the past 12 months.

B.17 INVOICING:

1. Invoices shall be billed on a monthly basis; however, invoices must be broken down on a bi-weekly basis for clarity. 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 Client City Agency, to the responsible party for the Denver County Court Parking Magistrate, Denver Security Office, Department of Arts & Venues, Department of Human Services and Wastewater. The contractor will provide a duplicate copy of all invoicing to the Denver Security Office via the CSO or their designee.
2. Monthly invoices shall be submitted at a minimum of no more than 30 (thirty) days from the last day of the previous billing cycle.
3. 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. Invoices shall be inclusive of the hourly wage and bill rates broken out by shift and type of position and applied to each invoice. Each invoice should clearly show wage rate with markup included and correlated time worked with timecard entries, per employee. An example of invoice requirements is provided in ATTACHMENT F – Example Invoice.
4. The City may, at its option, and to clearly understand invoicing, request clarified, granular, line item invoicing and/or changes in invoicing presentation, to provide understanding and transparency.
5. Contractor penalties shall be deducted from the contractor's payments from the City and will be clearly labeled as such.

B.18 AGENCY SPECIFIC SCOPES OF WORK:

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

security requirements or recommendations and the availability of appropriated funds.

The City may, in the future, decide to add security services at facilities that are not included in the current contract, modify or increase existing service levels, or stop service at a facility altogether.

All facility additions or service increases require the approval of the Chief Security Officer 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 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 will also require the approval of the Chief Security Officer and the Executive Director of General Services or the Executive Director's designee, as will reductions in service at any facilities.

DENVER ARTS AND VENUES LOCATION AND SPECIFIC REQUIREMENTS

Address:

- Performing Arts Complex, 1345 Champa St., Denver, CO 80204

Facility Specific Requirements:

1. The Denver Security Office's CSO designates Denver Arts and Venues to authorize and direct all work performed at the Denver Arts and Venues' location.

DENVER COUNTY COURT PARKING MAGISTRATE LOCATION AND SPECIFIC REQUIREMENTS

Address:

- Wellington Webb Building, 201 W. Colfax Ave., Denver, CO 80202

Facility Specific Requirements:

1. Services at this location have been suspended due to operational changes during the pandemic. Services are not required at this time, but it should be noted that this is a high priority location for services, if and when, the need arises.

DENVER HUMAN SERVICES LOCATIONS AND SPECIFIC REQUIREMENTS

Addresses:

- Arie P. Taylor Municipal Center, 4685 Peoria St.
- DHS on the Platte, 405 S. Platte St.
- Human Services Eastside Building, 3815 Steele St.
- Richard T. Castro Human Services Center, 1200 Federal Blvd.
- Solutions Center, 2929 W. 10th Ave.

Facility Specific Requirements:

1. The Denver Security Office's CSO designates Denver Human Services to authorize and direct all work performed at Denver Human Services' locations.
2. Guards will staff posts as assigned, according to the schedules as required, at the building locations designated. In addition to duties commonly expected of Guards under this contract, and depending upon the post assigned, Guards working at DHS facilities may be engaged in additional varied activities such as:
 - a. Providing special protective action for at-risk clients who may visit DHS facilities. Colorado defines an at-risk adult as anyone who is 60 years of age or older. At-risk adults also include any person who is 18 years of age or older with a disability. An at-risk juvenile is anyone under the age of 18 with a disability.
 - b. Operating personal computers and specialized software for the purpose of monitoring alarm systems, access control functions and video surveillance equipment and various reports and documents.
 - c. When assigned to a security control desk, answering telephone calls in which persons report medical emergencies, disturbances or other significant emergencies or other urgent situations

within the department or on the campus, obtaining required information and using radio communication equipment to notify Guards and direct a response to the matter.

- d. Effective customer services skills are of the utmost importance at any post in this facility.
3. This post requires special tact and skill in dealing with at-risk and vulnerable populations.
4. Trauma informed health training and mental health first aid training is required on annual basis, at a minimum for all contractor employees serving this contract.
5. De-escalation training is imperative.
6. The contractor will ensure that when dealing with youths of any age, that contractor Guards must work in pairs, or be accompanied by DHS employees or other City employees at all times; and under no circumstances will Guards be in a one to one scenario with youths, either unintentionally or intentionally.
7. The contractor will provide education on youth protection as directed by DHS.
8. Other Assigned Personnel
 - a. Contractor is to provide a full-time Site Supervisor assigned to the facilities of DHS.
 - i. Responsibilities of this Site Supervisor include:
 1. On-site supervision of all Guards assigned to DHS facilities.
 2. Other tasks intended to prepare for and maintain the highest possible level of service and safety for DHS.

GENERAL SERVICES' DENVER SECURITY OFFICE LOCATIONS AND SPECIFIC REQUIREMENTS

Addresses:

- City and County Building, 1437 Bannock St.
 - Denver Animal Shelter, 1241 W Bayaud Ave.
 - Denver Crime Lab, 1371 Cherokee St.
 - DMV – Northeast Branch, 4685 Peoria St.
 - DMV – Northwest Branch, 3698 W. 44th Ave.
 - DMV – Southeast Branch, 2243 S. Monaco Pkwy.
 - DMV – Southwest Branch, 3100 S. Sheridan Blvd.
 - DMV – Tremont Branch, 2855 Tremont Pl.
 - Elections Building, 200 W. 14th Ave.
 - Lindsey-Flanigan Courthouse, 520 W. Colfax Ave.
 - Minoru Yasui Office Building, 303 W. Colfax Ave.
 - Police Administration Building, 1331 Cherokee St.
 - Roslyn Complex, 5440 Roslyn St.
 - Van Cise-Simonet Detention Center, 490 W. Colfax Ave.
 - Wellington Webb Building, 201 W. Colfax Ave. (24/7 Security Operations Center and the Denver County Court Parking Magistrate located onsite)
1. Locations may include the operation of screening persons entering City premises and their personal property utilizing the following electronic screening equipment at facility entrances, which may or may not be furnished by the Contractor.
 - a. Walk-through magnetometers
 - b. Hand Wands
 - c. X-ray Machines
 2. May include a Supervisor with vehicle to patrol all locations, building foot patrols, information desk duty, guard house duty, assisting emergency evacuations, and any other Guard duties as detailed herein, or as may be added in the future.

Facility Specific Requirements:

1. The Contractor shall provide Security Operations Center staffing per Attachment C Facility Locations and Services Hours. *Facility locations and hours are fluid based on state and city public health orders in response to COVID-19.*
2. The Contractor shall ensure that Guards are available to provide security escorts for Judges, Magistrates,

Prosecutors and other City employees who work late shifts, night shifts, night court, and who support City Council meetings and special events in the late evening hours. All Guards are able-bodied and trained to provide security escort services upon request.

3. 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.
4. All Guards shall sign in using a digital time keeping device for each post throughout the shift to capture post change. Notations shall be made as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.
5. The Contractor shall develop a contingency plan for alleviating long lines at facility doors and entrances for busy days and shall institute that plan when necessary or when notified by the City. The Contractor must provide the contingency plan to the CSO for approval prior to implementation.
6. The Contractor will ensure that, at specified facilities, security checks may include restroom supplies and light bulbs in the interior and exterior of the building are inspected for deficiency at the beginning and the end of each shift and annotated in the log book.
7. In collaboration with the City and upon award of this contract, the Contractor shall develop and implement an evacuation and accountability plan for each separate facility, maintain the plan on site and implement the plan as threat circumstances warrant or as directed by the City.
8. The Contractor shall provide quarterly threat training or re-certification training to all Guards and shall make the training records available to the City for inspection.
9. The Contractor will develop Post Orders specific to building and maintain as required. The Contract will provide the CSO with each Post Order for approval before implementation.
10. 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.
11. The Contractor shall make security recommendations to assist with overall building security.
12. The Contractor shall make the following reports available to the City:
 - a. Weekly written reports on the hours of service of personnel and same is to be accompanied with daily logs and timesheets. These reports are to reflect the hourly rates paid and hours worked by type of position and by shift, locations of the work (using agency), specific facility where the post is located, shift and any/all information that may be specified by the City.
 - b. The Contractor is to provide Security Incident Reports on a form approved by the City, and which shall describe each incident completely. Security Incident Reports are to be submitted daily to the City and to the appropriate using agency personnel.
 - c. The Contractor is to submit to the City a monthly Prohibited Items Report which is to identify by type the total number of weapons confiscated for each month at the Webb Municipal Building, Minoru Yasui Building, Justice Center, and City and County building. This report shall be due by the 15th of each month for the preceding month.
 - d. Daily schedule of post assignments account wide to include all posts, by security officer name, prior to 730am each day.
 - e. The Contractor may be asked periodically to provide special reports concerning personnel, staff training, security incidents, security needs, duty weapons, vehicle mileage checks, staffing shortfalls, etc.
 - f. In the event of an emergency, the Contractor shall at all times have an authorized supervisor or management representative, who may act on behalf of the company, available to respond to any facility included herein within one half (1/2) hour after notification for emergencies as so deemed by the City's authorized representative.

Radios/Mobile communications:

1. The Contractor is to have the existing capability to provide two-way radio communications between Guards, and to/from a centralized radio communications headquarters. The Contractor is to be responsible for monitoring radio communication twenty-four (24) hours per day with all Facilities managed by the Facilities Management Division. The Contractor shall supply and maintain all radios as approved by the City.
2. Security Operations Center (SOC) Specific Requirements

- a. The SOC is an essential operation. Therefore, all SOC operators, whether CCD employees or Contractor personnel, are considered essential personnel and must report to assigned shifts even when City operations are closed/delayed.
 - b. The SOC will be staffed Monday – Friday from 0730hrs to 1600hrs by DSO SOC Technicians (City employees), Holidays excluded.
 - c. Each operator assigned to the SOC shall receive forty (40) hours of additional SOC specific education.
3. Special circumstances may arise requiring these shifts to be staff by Contractor personnel, at the discretion of the DSO
- a. The SOC aka Security Control Room will be staffed by Contractor personnel at all other times (Nights, Weekends, Holidays, etc.)
 - b. During regular business hours (for this purpose, Monday-Friday 0730hrs to 1700hrs, City Holidays excluded), the minimum staffing of the SOC shall be two operators.
 - c. The minimum staff for all other times shall be one operator. The DSO may increase this requirement at its sole discretion.
 - d. Shifts will be assigned no later than two weeks prior to the start of each month.
4. After the DSO approves the staffing and schedule, the approved schedule will be posted online and physically posted inside the SOC and emailed to the Contractor’s scheduler.
5. Any proposed changes to the approved, posted schedule must be communicated to the DSO in writing.
6. Changes must comply with the structure outlined and are only approved by the DSO.
- a. The DSO may require Contractor personnel to augment staffing of the SOC with Contractor personnel, including during regular business hours.
 - b. If a CCD SOC Technician is on leave or otherwise absent, the DSO may require that the Contractor provide personnel to maintain minimum staffing requirements.
 - c. Any personnel working in the SOC will be trained a minimum of 40 hours in SOC specific training. Only SOC trained personnel will count towards minimum staffing requirements. Personnel in training will not count towards minimum staffing.
7. DSO shall approve each SOC candidate prior to training day #1 commencing.
- a. Contractor personnel will maintain a list of SOC trained personnel. Contractor personnel will provide this list to the DSO for inspection and approval.
8. DSO may require remedial SOC operator education due to changes in operations or observed operator deficiencies.
- a. The DSO reserves the right to remove personnel from the SOC trained personnel list.
9. Each SOC operator must have a named account (approved network access and citywide email, CCURE log on (DSO created)).

GENERAL SERVICES’ PURCHASING DIVISION LOCATION AND SPECIFIC REQUIREMENTS

Address:

- Purchasing Division Auto Auction, 5226 Brighton Blvd., Denver, CO 80216

Facility Specific Requirements:

1. There are no facility specific requirements, at this time.

WASTEWATER MANAGEMENT DIVISION SPECIFIC REQUIREMENTS

Address:

- Wastewater Management Division, 2000 3rd Ave.

Facility Specific Requirements:

1. Wastewater will provide each Guard with a panic alarm pager and two-way police radios. Contractor radios are not utilized at the Wastewater complex. Wastewater has video surveillance equipment and a door locking system. The agency will provide training on all in-house equipment during the training period. The Contractor will provide the Site Supervisor with a mobile device.
2. All issued equipment, i.e., radios, panic alarm pagers, keys, cameras, flashlight, documents, code and training books are not to be removed from the Wastewater complex for any reason. They are to be passed to the next shift of Guards. If a piece of equipment is lost or broken it must be reported in writing via

an Incident Report and reported to the agency contact.

3. The agency will have the final decision on all Guards hired to fill positions at the complex. The work format utilized at the complex will not be discussed except to say that it is of a nature of observation, reporting and when the situation lends itself, notification to the proper authority.

Vehicle:

Contractor must furnish a vehicle assigned permanently to the Wastewater complex to facilitate patrol of the Wastewater facility, parking areas, etc. One vehicle 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.

Wastewater Employee Check-in, Timekeeping, and Meals:

Guards are to report to the Wastewater Management Division complex on time for their shift. They must log-in on the computer and familiarize themselves with the plan of the day; they must sign-in on the pass-on book. Guards working eight (8) or twelve (12) hour shifts are authorized one (1) half (1/2) hour lunch break to be taken on-site. If a situation occurs, Guards must respond immediately.

Special Requirements for Wastewater Supervisors:

Supervisors must be individuals of integrity who display a mature attitude and exercise good judgment. Each supervisor shall have a MINIMUM of two (2) years of successful supervisory experience in the security or law enforcement field or in the military.

Signing In and Out:

Guards shall sign in and out in the personnel log. Notations shall be made in the log as to the disposition of any keys, locking systems, clocks, etc., required for use at their post.

Weapons and Ammunition:

1. The type of weapon and ammunition acceptable for Armed Guards shall be comparable to equipment used by the [Denver Police Department](#). A baton and pepper spray (note: tasers are not permitted at this time nor in the foreseeable future) shall also be carried by Armed Guards. In addition to weapon and ammunition, Wastewater Security Personnel will wear and have certified training for handcuffs (and keys), and handcuff case.
2. The Contractor shall furnish, in writing, a list of personnel which shall include their assigned license or permit and ensuing changes thereto to the individual agency administrator.

B.19 PAYMENT OF LIVING WAGES PROVISIONS:

Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this proposal shall be subject to the following provisions concerning the payment of living wages to Covered Workers: Section 20-80 of the City's Revised Municipal Code and, in the event of any inconsistency between the Code provisions and following provisions, the Code provisions shall govern.

- a. Wages can be found here: <https://www.denverauditor.org/denverlabor/>
- b. Every person engaged in the work of a parking lot attendant, security guard, or child care worker at any public building or public parking facility owned by the City, or clerical support worker, pursuant to a direct service contract with the City, shall be paid not less than the Living Wage as set forth in this proposal.
- c. The Vendor or his/her subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such Covered Workers.

- d. The vendor shall post in a prominent and easily accessible place to Covered Workers at the site of the work the scale of the Covered Workers' wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the City may, at its option, by written notice to the vendor, withhold further payments to the vendor, or suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the vendor shall be liable to the City for any excess costs occasioned the City thereby.
- f. The vendor shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the vendor or subcontractors. Such records will include the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the vendor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the living wages as set forth in the contract specifications.

As used herein, the "Living Wage" shall equal the amount set forth as the poverty guideline for the forty-eight (48) contiguous states and the District of Columbia for a family unit of four (4), updated annually in the Federal Register by the U.S. Department of Health and Human Services under authority of 42 U.S.C. § 9902(2), divided by the number 2080.

B.20 MINIMUM WAGE ORDINANCE

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

B.21 FUTURE SUNSET/ TRANSITION:

Upon conclusion of this contract 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 90-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 45 days of contract operational conclusion.

B.22 PAY INFORMATION-INFORMATIONAL PURPOSES ONLY

Denver Government Services

Position Type	Induction Rate	Rate Table Effective Date	Officer 2	Officer 3	Officer 4	Increase Rate Effective Date
Security Agent	\$18.70	1/3/2021	\$19.53	\$20.00	\$20.83	Rate 2 = <6 Me – 1 Year Rate 3 = 1 – 3 Years Rate 4 = 3+ Years
Assistant Supervisor	\$21.02	1/3/2021	\$21.47	\$21.92	N/A	Rate 2 – 1 -4 Years Rate 3 = 4+ Years
Supervisor	\$21.71	1/3/2021	\$22.18	\$22.69	N/A	Rate 2 – 1 -4 Years Rate 3 = 4+ Years
Armed Officer	\$21.23	1/3/2021	\$21.74	\$23.02	N/A	Rate 2 – 1 -3 Years Rate 3 = 3+ Years
Armed Supervisor	\$23.72	1/3/2021	\$24.24	\$24.78	N/A	Rate 2 – 1 -3 Years Rate 3 = 3+ Years

MSO (Master Security Officer) \$25.72

EXHIBIT A - ATTACHMENT C - City Facility Locations and Service Hours

INFORMATIONAL ONLY - DAYS/HOURS ARE APPROXIMATE

The following list represents the current required security guards at existing locations, not including administrative/management positions (highlighted in blue).

PLEASE NOTE: Schedules are fluid based on state and city public health orders in response to COVID-19.

Position	# of Hours
UNARMED SECURITY GUARDS	3893
ARMED SECURITY GUARDS	800.75
UNARMED SITE SUPERVISORS	160
ARMED SITE SUPERVISORS	120
ROVING SUPERVISORS (128 UNARMED & 40 ARMED)	168.00

CONTRACTOR PROPOSED CITYWIDE ADMINISTRATION

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per week	Total Hours
Account Manager	8 HRS / M-F Salaried	1	8	5	40
Assistant Account Manager	8 HRS / M-F Salaried	1	8	5	40
Scheduling Manager	8 HRS / M-F Salaried	1	8	5	40
Training & Compliance Manager	8 HRS / M-F Salaried	1	8	5	40
				ADMINISTRATION TOTAL	160

DENVER ARTS AND VENUES

Performing Arts Complex, 1345 Champa St., Denver, CO 80204

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Patrol Unarmed Security Guard	24HRS	2	24	7	336
Security Control Room Unarmed Security Guard	24HRS	1	24	7	168
Security Control Room Unarmed Security Guard	24HRS	16	16	7	112
Security Screening	16HRS	1	16	7	112
Site Supervisor/Operations	40 HRS/8 HRS M-F	1	8	Variable	40
Days: 8-4 pm 5 Agents, Swings: 4-12 am 5 Agents, Graves: 12am-8am 3 Agents				FACILITY TOTAL	768

DENVER COUNTY COURT PARKING MAGISTRATE

Denver County Court Parking Magistrate, 201 W. Colfax Ave., Denver, CO 80202 - Closed at the time of RFP posting

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Lobby Armed Security Guard	0800-1630 M-F	1	8	5	40
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	6
				FACILITY TOTAL	46

DENVER HUMAN SERVICES

Arie P. Taylor Municipal Center, 4685 Peoria St., Denver, CO 80239

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Guard	1100-1930 M-F	1	8	5	40
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	12.1
				FACILITY TOTAL	92.1

DHS on the Platte, 405 S. Platte St., Denver, CO 80223

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Guard	1100-1930 M-F	1	8	5	40
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	12.1
				FACILITY TOTAL	92.1

Human Services East Side Office Building, 3815 Steele St., Denver, CO 80205

Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Guard	1100-1530 M-F	1	8	5	40
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	9.1
				FACILITY TOTAL	89.1

Richard T. Castro Human Services Building, 1200 Federal Blvd., Denver, CO 80204					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	0600-1430 SAT-SUN	1	8	2	16
Information Desk Unarmed Security Guard	1130-2000 SAT-SUN	1	8	2	16
Information Desk Unarmed Security Guard	0900-1300 SAT	1	4	1	4
Information Desk Unarmed Security Guard	0500-1330 M-F	1	8	5	40
Information Desk Unarmed Security Guard	0600-1430 M-F	1	8	5	40
Information Desk Unarmed Security Guard	0800-1630 M-F	1	8	5	40
Information Desk Unarmed Security Guard	1230-2100 M-F	1	8	5	40
Information Desk Unarmed Security Guard	1330-2200 M-F	1	8	5	40
Contractor Proposed Supervisory Positions - Unarmed Supervisor	8 HRS / M-F	1	8	5	40
				FACILITY TOTAL	276
Solutions Center, 2929 W. 10th Ave., Denver, CO 80204					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	1630-2030 SUN	1	4	1	4
Information Desk Unarmed Security Guard	0830-1700 MON	1	9	1	9
Information Desk Unarmed Security Guard	1200-2030 TUE-THUR	1	8	3	24
Information Desk Unarmed Security Guard	1130-1930 FRI	1	8	1	8
Information Desk Unarmed Security Guard	1300-1700 SAT	1	4	1	4
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.4
GENERAL SERVICES' DENVER SECURITY OFFICE					
City and County Building, 1460 Cherokee St., Denver, CO 80202					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
System Monitor Unarmed Security Guard	0000-0800 SUN-SAT	1	8	7	56
System Monitor Unarmed Security Guard	0800-0000 SAT-SUN	1	16	2	32
System Monitor Unarmed Security Guard	2000-0000 M-F	1	4	5	20
Information Desk Unarmed Security Guard	0800-2000 M-F	1	12	5	60
Patrol Unarmed Security Guard	M-SU (Shifts As Proposed And Accepted)	1	24	7	168
Patrol Unarmed Security Guard	1100-1900 M-F	1	8	1	8
Patrol Unarmed Security Guard	1100-1500 M-F	1	4	1	4
Patrol Armed Security Guard	1600-2000 M-F	1	4	5	20
Patrol Unarmed Security Guard	0600-1400 M-F	1	8	5	40
Patrol Unarmed Security Guard	1000-1400 M-F	1	4	5	20
Security Screening N Bannock Entrance Unarmed Security Guard	0700-0730 M-F	2	0.5	5	5
Security Screening N Cherokee Entrance Unarmed Security Guard	0730-1700 M-F	6	9.5	5	285
Security Screening 14th Street Entrance Unarmed Security Guard	1700-2030 M-THURS	2	3.5	4	28
Security Screening Main Front Entrance- 2nd Floor Unarmed Security Guard	1700-2000 FRI	1	3	1	3
Contractor Proposed Supervisory Positions - Armed Supervisor	8 HRS / M-F	1	8	5	40
				FACILITY TOTAL	789

Denver Animal Shelter, 1241 W. Bayaud Ave., Denver, CO 80223					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Armed Security Guard	1000-1900 M-SU	1	9	7	63
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	9.5
				FACILITY TOTAL	72.5
Denver Crime Lab, 1371 Cherokee, Denver, CO 80202					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Information Desk Unarmed Security Guard	0800-1700 M-F	1	9	5	45
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	6.8
				FACILITY TOTAL	51.8
DMV Northeast Branch, 4685 Peoria St., Denver, CO 80239					
Post	Shift Hours/Days	# of Positions	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Guard	0645-1630 M-F	1	9.75	5	48.75
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.2
DMV Northwest Branch, 3698 W. 44th Ave., Denver, CO 80211					
Post	Shift Hours/Days	# of Positions	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Guard	0645-1630 M-F	1	9.75	5	48.75
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.2
DMV Southeast Branch, 2243 S. Monaco Pkwy, Denver, CO 80222					
Post	Shift Hours/Days	# of Positions	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Guard	0645-1630 M-F	1	9.75	5	48.75
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.2
DMV Southwest Branch, 3100 S. Sheridan Blvd., Denver, CO 80227					
Post	Shift Hours/Days	# of Positions	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Guard	0645-1630 M-F	1	9.75	5	48.75
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.2
DMV Tremont Branch, 2855 Tremont Place, Denver, CO 80205					
Post	Shift Hours/Days	# of Positions	Hours Per day	Days Per Week	Total Hours
Lobby Armed Security Guard	0645-1630 M-F	1	9.75	5	48.75
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.4
				FACILITY TOTAL	56.2
NOTE: All DMV locations also have an additional 9.75 hour shift on the last day of each month and the day after a City holiday.					
Elections Building, 200 W. 14th Ave., Denver, CO 80204					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
Security Screening Unarmed Security Guard	0700-1700 M-F	1	10	5	50
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	7.6
				FACILITY TOTAL	57.6
Lindsey-Flanigan Courthouse, 520 W. Colfax Ave., Denver, CO 80204					
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours
System Monitor Unarmed Security Guard	SAT-SUN (Shifts As Proposed And Accepted)	1	24	7	168
Mobile Unarmed Security Guard	SAT-SUN (Shifts As Proposed And Accepted)	1	24	7	168
Information Desk Unarmed Security Guard	0800-1600 M-F	1	8	5	40
Security Screening Unarmed Security Guard	0730-1130 M-F	1	4	5	20
Security Screening Unarmed Security Guard	0730-1530 M-F	1	8	5	40
Security Screening Unarmed Security Guard	0800-1000 M-F	2	2	5	20
Security Screening Unarmed Security Guard	0730-1730 MON	2	10	2	20
Security Screening Unarmed Security Guard	0730-1700 M-F	2	9.5	5	95
Security Screening Unarmed Security Guard	0730-1700 MON	2	9.5	1	19
Security Screening Unarmed Security Guard	0730-1700 THURS	2	9.5	1	19
Security Screening Unarmed Security Guard	0730-1800 THURS	1	10	1	10
Security Juvenile Court Unarmed Security Guard	0730-1600 THURS	2	8.5	1	17
Security Screening Unarmed Security Guard	1600-1700 THURS	1	1	1	1
Contractor Proposed Supervisory Positions - Unarmed Supervisor	8 HRS / M-F	1	8	5	40
				FACILITY TOTAL	677

Minoru Yasui Building, 303 W. Colfax Ave., Denver, CO 80204						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Information Desk Unarmed Security Guard	0700-1900 M-F	3	12	5	180	
Relief Unarmed Security Guard	1100-1500 M-F	1	4	5	20	
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	30.2	
				FACILITY TOTAL	230.2	
Police Administration Building, 1331 Cherokee, Denver, CO 80202						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Security Screening Unarmed Security Guard	0800-1800 M-F	2	10	5	100	
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	15.1	
				FACILITY TOTAL	115.1	
Roslyn Complex, 5440 Roslyn St., Denver, CO 80216						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Mobile Patrol Unarmed Security Guard	0500-1800 M-F	1	13	5	65	
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	9.8	
				FACILITY TOTAL	74.8	
Van Cise-Simonet Detention Center, 490 W. Colfax Ave., Denver, CO 80204						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Security Screening Unarmed Security Guard	0700-2000 M-F	2	13	5	130	
Security Screening Unarmed Security Guard	0700-1400 M-F	2	7	5	70	
Security Screening Unarmed Security Guard	0700-1300 SAT-SUN	6	6	2	24	
Security Screening (Staff Screening) Unarmed Security Guard	17HRS/365 DAYS	2	17	7	238	
Contractor Proposed Supervisory Positions - Unarmed Supervisor	8 HRS / M-F	1	8	5	40	
				FACILITY TOTAL	502	
Wellington E. Webb Municipal Office Building, 201 W. Colfax, Denver, CO 80202						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Information Desk Unarmed Security Guard	0800-1600 M-F	1	8	5	40	
Security Control Room Unarmed Security Guard	M-SU (Shifts As Proposed And Accepted)	1	24	7	168	
Mobile Patrol Unarmed Security Guard	0700-1500 M-F	1	8	5	40	
Mobile Patrol Unarmed Security Guard	M-SU (Shifts As Proposed And Accepted)	1	24	7	168	
Dock Master Unarmed Security Guard	0600-1400 M-F	1	8	5	40	
Parking Garage Unarmed Security Guard	0600-1800 M-F	1	12	5	60	
Security Screening Armed Security Guard	0600-1800 M-F	2	12	5	120	
Security Screening Unarmed Security Guard	0700-1700 M-F	2	10	5	100	
Contractor Proposed Supervisory Positions - Armed Supervisor	8 HRS / M-F	1	8	5	40	
				FACILITY TOTAL	776	
GENERAL SERVICES' PURCHASING DIVISION						
Purchasing Division Auto Auction, 5226 Brighton Blvd. Denver, CO 80216						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours (every other week)	
Security Screening Armed Security Guard	0800-1700 WED	4	9	1	18	
Contractor Proposed Supervisory Positions - Shared Roving Supervisors	24HRS/7DAYS	1	24	7	5.4	
				FACILITY TOTAL	23.4	
WASTEWATER						
Wastewater & Central Platte Campus, 1271 West Bayaud Ave., Denver, CO 80223						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours	
Armed Security Guard	24HRS / Less M-F Days	2	24	7	296	
Contractor Proposed Supervisory Positions - Armed Supervisor	8 HRS / M-F	1	8	5	40	
				FACILITY TOTAL	336	
DEPARTMENT OF HOUSING STABILITY						
Multiple Locations						
Post	Shift Hours/Days	# of Positions	Hours Per Day	Days Per Week	Total Hours (every other week)	
Aloft (Unarmed Security Guard through May 31, 2022)	24 HRS	3	24	7	168	
Roadway Inn (Unarmed Security Guard through January 31, 2022)	24 HRS	6	24	7	336	
DAYS: 7:00am - 3:00pm SWINGS: 3:00pm - 11:00pm GRAVES: 11:00pm - 7:00am						
				FACILITY TOTAL	504.0	

EXHIBIT A – ATTACHMENT D
PROPERTY AND EQUIPMENT, UNIFORMS, ARMED GUARD EQUIPMENT, AND PROPERTY
ACCOUNTABILITY

1. PROPERTY AND EQUIPMENT:

- a. The City will provide the following:
 - i. Office Space for approximately two (2) computer stations, at the Wellington Webb building, with City network connectivity (monitor, CPU, keyboard, mouse) on a space available basis.
 - ii. Security Keys, on a as needed basis.
- b. The Contractor will provide the following equipment at the Contractor's expense.
 - i. At least fourteen (14) smart phones
 - 1. Capable of two-way communication, text messaging, capturing audio, photos, video and notes
 - ii. Two-way Radios excluding the City and County Building.
 - iii. All office support equipment
 - iv. Contractor is required to contract with the City for all telephone and/or data lines through the City's Technology Services Department.
- c. Screening Equipment
 - i. The City has included an option where the contractor may provide the following equipment. If the City does NOT accept the option, the City will provide, at its own expense, the following:
 - 1. Magnetometers
 - 2. X-Ray Machines
 - 3. Security Wands
- d. 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. One (1) vehicle is required for the Denver Security Office roving between locations.
 - v. One (1) vehicle is required for the Wastewater Division of Public Works.
 - vi. Vehicles must display a City & County of Denver logo in addition to the Contractor's logo to ensure vehicles are easily identifiable.
 - vii. The Contractor must maintain Automobile Liability Insurance as per the sample contract.

2. UNIFORMS:

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

- 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 and are to be included in the Contractor's billing rate.
- e. Uniforms must be consistent for all Contractor's Personnel.
- f. 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.
- g. Uniforms should be appropriate to the post and weather requirements.

- h. 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.
- i. Uniform Colors and Quantities
 - i. Matching dark color socks will be worn with the shoes.
 - ii. The MINIMUM allotments of items below are to be provided by the Contractor to the Contractor's Personnel, at the expense of the Contractor:
 - 1. Footwear is to be either a black, polished boot or a black, polished oxford. Athletic shoes are not acceptable. (1)
 - 2. Shirts, long sleeve (3)
 - 3. Shirts, short sleeve (3)
 - 4. Trousers, all weather (3)
 - 5. Winter coat (1)
 - 6. Windbreaker (1)
 - 7. Rainwear (1)
 - 8. Winter stocking cap (1)

3. 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.

4. 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 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.

**EXHIBIT A - ATTACHMENT E
EXAMPLE QUARTERLY REVIEW SCORECARD**

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

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

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

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

2 - 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							

EXHIBIT A - ATTACHMENT F 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			\$XX.XX	\$XX.XX
Total														\$XX.XX	

EXAMPLE ONLY - NOT REPRESENTATIVE OF ACTUAL CITY STAFFING REQUIREMENTS

Make all checks payable to Company name

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

**EXHIBIT A – ATTACHMENT G
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

CITY AND COUNTY OF DENVER
DEPARTMENT OF GENERAL SERVICES
Bond Number: 107381601

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Securitas Security Services USA, Inc., a corporation organized and existing under and by virtue of the laws of the State of CA, hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America, a corporation organized and existing under and by virtue of the laws of the State of CT, 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 **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has on the _____ day of _____, 2021, 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 construction of **CONTRACT NO. GENRL-202161226, [CITYWIDE SECURITY SERVICES, EXCLUDING DENVER INTERNATIONAL AIRPORT]**, 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;

EXHIBIT B

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 11th day of October, 2021.

Attest:

Secretary

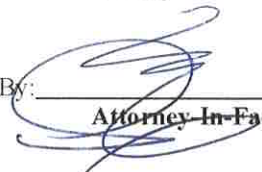
Securitas Security Services USA, Inc.

Contractor

By: 
**President MICHAEL LUKO VICE PRESIDENT
of Business Affairs, Deputy General
Council**

Travelers Casualty and Surety Company of America

Surety

By: 
Attorney-In-Fact Simone Gerhard

(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 B. Hancock
MAYOR

By: 
Andrew Amador
**EXECUTIVE DIRECTOR OF GENERAL
SERVICES**

COLORADO ALL-PURPOSE ACKNOWLEDGMENT

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

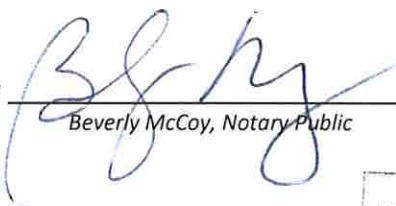
State of Colorado

County of Larimer

On OCT 11 2021 before me, Beverly McCoy, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 
Beverly McCoy, Notary Public

BEVERLY MCCOY
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #2015AJ11792
My Commission Expires 3/25/2023

CALIFORNIA ACKNOWLEDGEMENT

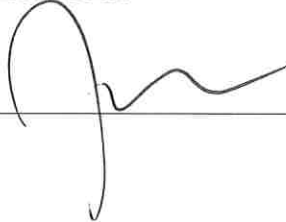
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On October 14, 2021, before me, JUANA MUNOZ-VIGNES, NOTARY PUBLIC, personally appeared MICHAEL LUKE who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ 





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Simone Gerhard**, of **Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11 day of OCT 11 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

EXHIBIT C

AGENCY CUSTOMER ID: CN101410269

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED Securitas Holdings, Inc. (See Page 2 for Additional Named Insureds) 4330 Park Terrace Drive Westlake Village, CA 91361	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Additional Named Insureds:

- Securitas Holdings, Inc. including:
- Securitas Security Services USA, Inc.
- Securitas Critical Infrastructure Services, Inc.
- Securitas Electronic Security, Inc.
- Pinkerton Consulting & Investigations Inc.

EXHIBIT D – Billing Rates

Proposer: Securitas Security Services USA, Inc.

PERSONNEL CLASSIFICATION	PERSONNEL PAY PER HOUR* Prime and sub-contractor	ALL INCLUSIVE BILLING RATE PER HOUR**
Armed Guard Level 1	\$21.23	\$37.77
Armed Guard Level 2	\$21.74	\$38.74
Armed Guard Level 3	\$23.02	\$40.62
Armed Guard Supervisor Level 1	\$23.72	\$42.14
Armed Guard Supervisor Level 2	\$24.24	\$43.03
Armed Guard Supervisor Level 3	\$24.78	\$43.03
Unarmed Guard Level 1	\$18.70	\$32.86
Unarmed Guard Level 2	\$19.53	\$34.22
Unarmed Guard Level 3	\$20.00	\$34.22
Supervisor Level 1	\$21.71	\$37.57
Supervisor Level 2	\$22.18	\$37.57
Supervisor Level 3	\$22.69	\$37.57
Assistant Supervisor Level 1	\$21.02	\$36.00
Assistant Supervisor Level 2	\$21.47	\$36.65
Assistant Supervisor Level 3	\$21.92	\$36.65
Security Ops Center Guard Level 1	\$21.02	\$36.00
Security Ops Center Guard Level 2	\$21.47	\$36.65
Security Ops Center Guard Level 3	\$21.92	\$36.65

Other(s) (please list individually below)

Unarmed Guard Level 4	\$20.83	\$35.15
MSO	\$25.00	\$41.21
Shift Supervisor	\$25.76	\$42.28
	\$	\$

*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 services and includes the Contractor's overhead and profit.

Exceptions:

1. Scope of Work Section B.12.4 Overtime

The City will not pay overtime incurred by the Contractor as a result of the Contractor's own scheduling problems.

However, there may arise occasions where, **at the City's request**, an individual Guard is requested to be held over at overtime pay (1.5X pay rate). In that instance, the Contractor may bill the City at 1.5X the contracted billing rate. Under no circumstances will overtime be allowed without the express prior written approval of the City.

2. Monthly Vehicle Rate in accordance with Exhibit D: \$ 1,400 per vehicle per month

Exhibit E

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.