

**CAFETERIA CONCESSION AND CATERING SERVICES AGREEMENT
(DENVER HUMAN SERVICES
RICHARD T. CASTRO BUILDING)**

THIS CAFETERIA CONCESSION AND CATERING SERVICES AGREEMENT (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”), for itself and on behalf of the **Denver Department of Human Services** (“Agency”), and together with Denver, the “City”) and **WORK OPTIONS FOR WOMEN**, a non-profit corporation, authorized to do business in the State of Colorado, with an address of 1200 Federal Blvd., 3rd Floor, Denver, CO 80204 (the “Contractor”), each the City and Contractor a “Party” and jointly the “Parties.”

RECITALS

The City subleases from the Denver Public Facilities Leasing Trust 2005A (the “2005A Trust”) certain real property and leasehold improvements located in the southeast corner of Federal Boulevard and West Holden Place in Denver, Colorado (the “DHS Federal Property”) including the Richard T. Castro Building located at 1200 Federal Blvd., (the “Castro Building”) pursuant to a Lease Purchase Agreement No. 2005A dated August 9, 2005 (the “DPFLT 2005 Master Lease” which describes the DHS Federal Property as the “Human Services Center Properties”). In addition, the Agency provides services to the public at its Eastside Office, 3815 Steele Street, Denver, CO 80205 (the “DHS Eastside Office”), and Montbello Office, 4685 Peoria Street, Denver, CO 80239 (the “DHS Montbello Office”). Together, the DHS Eastside Office, the DHS Montbello Office, and the DHS Federal Property, will be referred to collectively as the “DDHS Office Locations”.

- A.** The City advertised for proposals for the operation of the cafeteria in the Castro Building and the provision of catering services at the DDHS Office Locations.
- B.** The Contractor, in response to that advertised request for proposals, has submitted a written proposal to provide cafeteria and catering services.
- C.** The Agency’s staff has reviewed and analyzed the proposals received and has selected the Contractor’s proposal in response to the advertisement.
- D.** Therefore, the City wishes to retain the Contractor to operate the cafeteria and provide catering services for the DDHS Office Locations.

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS: In addition to any other definitions contained elsewhere in this Agreement, the following definitions will apply to this Agreement and to exhibits referenced and attached hereto. Unless the context otherwise clearly indicates, words used in the singular include

the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

a. "Cafeteria" means the space on the third floor of the Castro Building consisting of a kitchen, serving area, dining area, storage area, and office area set forth in Exhibit D, (together with certain furniture, fixtures, and equipment set forth in the DHS Inventory (Exhibit B).

b. "Cafeteria and Catering Services Manager" means the person authorized by the Contractor to act fully on behalf of the Contractor in managing the Cafeteria and Catering Services under this Agreement.

c. "Cafeteria Services" means all services necessary for furnishing and operating the Cafeteria services for DHHS Office Locations as set forth in Exhibit A.

d. "Catering Services" means the food and beverage services provided from time to time for City sponsored functions in the Cafeteria, the Castro Building or other DDHS Office Locations as set forth in Exhibit A.

e. "Contractor Inventory" means the furniture, fixtures and equipment provided by the Contractor as set forth in Exhibit C to provide Cafeteria Services under this Agreement.

f. "DHS Inventory" means the furniture, fixtures and equipment provided by City to Contractor set forth in Exhibit B to provide Cafeteria Services under this Agreement.

g. "Agency's Administrator of Facilities" means the DHS Administrator of Security and Facilities who oversees and manages building management matters for the Castro Building and DHS Eastside Office.

h. "Gross Revenues"

(1) General Definition. "Gross Revenues" includes, but is not limited to, all moneys and other consideration (cash, credit, barter, pre-paid, exchange, finance charges, or otherwise) generated or received by Contractor in connection with the Cafeteria Concession, whether collected or uncollected, unless the foregoing is expressly excluded from Gross Revenues under this Agreement. Gross Revenues includes all transactions and orders taken by the Contractor, whether at the Cafeteria or other DDHS Office Location, by telephone, by person, U.S Mail, electronically by fax, e-mail, the Internet, or mobile application, or other method of communication and regardless of the actual point of delivery.

(2) All money or other consideration shall be deemed received at the time of the transaction, whether for cash, credit, or otherwise. All transactions shall be immediately recorded utilizing an electronic cash register or point of sale terminal, computer or other electronic device that provides sequential numbering of each transaction and detailed information of units/items sold and the sale price of each item. Contractor will not adjust Gross Revenue based in discounts

(except employee discounts), rebates, losses, credits, bad debts, or other similar items. Register tapes shall be retained by Contractor to evidence employee discounts and rebates.

(3) Sole Exclusions. Gross Revenue excludes only:

- i. all moneys and other consideration (cash, credit, barter, pre-paid, exchange, finance charges, or otherwise) generated or received by Contractor in connection with Catering Services actually provided under this Agreement;
- ii. discounts for meals, food, or beverages, furnished to employees of Contractor;
- iii. customer credit card and cash refunds given for meals rejected or goods returned by customers;
- iv. grants or private donations received by the Contractor that are not made for the purposes providing Cafeteria Services under this Agreement; or
- v. any amount of any sales, use or gross sales tax imposed by any Federal, State, City, or other governmental authority directly on sales and collected from customers, provided that the amount is added to the selling price therein and paid by the Contractor to such governmental authority.

i. “Gross Revenues Report” means the annual report certified by Contractor and provided to the City which sets forth the following information (including a breakdown on a month-by-month basis and cumulative annual basis) in a format acceptable to the City:

(1) the total of all Gross Revenue received or owing to Contractor from Concession Services or Additional Services;

(2) the total of all Gross Revenue owing to the City from Contractor;

(3) the total of all deductions and exclusions, in each instance, authorized under this Agreement; and

(4) any other information reasonably as may be requested by Denver from time to time.

2. COORDINATION AND LIAISON: Contractor will fully coordinate all services and activities under this Agreement with the Agency's Executive Director (the “Director”), or the Director’s Designee. The Agency’s Administrator Facilities is hereby designated as the Director’s

representative and point of contact for day to day matters concerning the administration of this Agreement.

3. TERM: This Agreement will commence on July 1, 2016 (the “Commencement Date”), and will expire on June 30, 2019 (the “Expiration Date”) (together, the "Term"). If, however, the Master Lease is terminated for any reason prior to the expiration or earlier termination of this Agreement, then the term of this Agreement will terminate as of the date of termination of the Master Lease. The City agrees it will use its best efforts to provide notice to the Contractor of any such termination. The Term may be extended by the Parties under the same terms and conditions for up to two (2) additional one (1) year renewal terms by a written amendment to this Agreement.

4. EXHIBITS:

a. Any exhibit attached hereto is expressly incorporated herein by this reference. In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

b. The parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires a payment obligation, whether direct or contingent, by the City for any purpose that is not expressly set forth in this Agreement. Any modification to an Exhibit agreed to by the Parties that requires such a payment obligation by the City will be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement. Otherwise, the parties shall memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit in each instance. Any proposed modification to an exhibit shall not take effect unless and until it is approved in writing by both parties, approved as to form by the City Attorney’s office, and filed by the Agency in the City’s automated contract system referencing this City Contract Control number stated on the signature page below. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect.

5. DESCRIPTION OF CONCESSION:

a. Subject to any required consent of or by the City including its outside legal bond counsel, and subject to the terms and conditions in this Agreement, the City grants to the Contractor the exclusive privilege and obligation to occupy, equip, operate, furnish, and maintain, the Cafeteria in accordance with this Agreement and Exhibit A and to provide any Additional Services to the extent permitted under Section 5.f. below.

b. The privilege described in the preceding Section 4.a. expressly excludes the exclusive privilege of providing catering services for DHHS Office Locations. Under this Agreement, the City may order, from time to time, catering services from Contractor for pick up or delivery by Contractor at any of the DDHS Office Locations. The Contractor is therefore authorized to use the Cafeteria to provide such catering services. For the avoidance of doubt, the City reserves

the right to obtain catering services from other sources or to otherwise supply food and beverages at DDHS Office Locations for any purpose including without limitation training sessions, meetings, or special events.

c. The City reserves the right to downsize the total square footage of the Cafeteria at any time during the Term in the event the space is needed by the Agency. The City shall provide thirty (30) days advance written notice to Contractor in the case of any such downsizing.

d. Contractor will not use the Cafeteria for any purpose other than those specifically designated in this Agreement without prior written consent of the City in its sole discretion and which may include additional consideration.

e. If the City, with the prior approval of the Contractor, the Director, the Department of Law, and the City's outside legal bond counsel, constructs or designates additional areas in the Building for cafeteria facilities or otherwise authorizes Contractor to provide food and beverage sales activities in a DDHS Office Location during the Term, Contractor shall, at Contractor's sole cost and expense, develop and deliver to the City, for its review and approval, a plan to provide such services ("Additional Services") in accordance with the terms and conditions of this Agreement. Prior to the performance of Additional Services, the parties will memorialize the terms of each plan for Additional Services as a modification to Exhibit A in accordance with Section 4 above.

f. The City, its officers, employees and agents may use the dining area of the Cafeteria during the hours of the day when the Cafeteria is not open for business for purposes of eating "bagged lunches", staff breaks, general socialization, or special events.

g. City further reserves the right to utilize the Cafeteria dining area for special occasions, meetings or other assemblies upon providing three (3) days advance notice to Contractor and provided that after each use, the space is cleaned and rearranged without any additional expense to Contractor.

h. The City has the right to supply vending machine services in any area of the Castro Building or in any of the other DDHS Office Location.

6. COMPLIANCE WITH MASTER LEASE: Contractor's services and activities under this Agreement will fully comply with the terms and conditions of the Master Lease. Contractor will not take any action or fail to take any action that cause the City or the Corporation/Lessor to breach or be in default under the Master Lease.

7. SERVICES TO BE PROVIDED:

a. During the Term, the Contractor will provide Cafeteria and Catering Services in a first class and reputable manner and actively operate the Cafeteria on the days and during the times set forth in Exhibit A (the "Required Operating Hours"). The Parties may, from time to time,

modify the Required Operating Hours for limited periods of time as long as such changes are memorialized in writing in accordance with Section 4.b. above and the Contractor provides adequate written notice to patrons. Additionally, Contractor acknowledges that the City may require the Contractor to keep the Cafeteria open for business during a state of emergency and accordingly hereby agrees to use its best efforts to accommodate such a request.

b. Contractor will not divert or cause, allow or permit to be diverted any business from the Cafeteria and shall take all reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by it under this Agreement. Contractor shall be excused from its obligations in Section 5.a above and this subsection 5.b if its operations are closed or curtailed, in whole or in part, by reason of a strike, lockout or other cause beyond its reasonable control.

c. In addition to other rights granted to the City in this Agreement, Contractor agrees that if Cafeteria Services are suspended or otherwise prevented from being provided due to Contractor's failure to comply with applicable legal requirements governing the operation of the Cafeteria and such suspension or prevention of services could have reasonably been avoided by Contractor, its agents or employees, Contractor will pay the City as liquidated damages, and not as any penalty therefore, the sum of one hundred dollars (\$100.00) per day for each day Cafeteria remain suspended or prevented from being provided.

8. CONTRACTOR'S DUTIES AND OBLIGATIONS: With respect to all its duties and obligations under this Agreement, Contractor will furnish prompt, courteous and efficient service adequate to meet all reasonable requests for food and beverage services and ensure polite and inoffensive conduct and demeanor on the part of its representatives, agents, servants and employees. Contractor is responsible for all operating costs except as expressly provided otherwise in this Agreement, and will retain all receipts and be responsible for payment of all labor, food, operating supplies and all other general administration expenses. Contractor is further responsible for the purchase of all food, beverages, supplies and materials necessary for the operation of Cafeteria and Catering Services. In addition, Contractor will at all times during the Term strictly comply with the following duties, obligations, and conditions:

a. Licenses and Certificates. Contractor will, at its sole expense, obtain and maintain at all times, all operational licenses, permits, and required inspection certificates necessary to provide Cafeteria Services. The Contractor will provide copies of each inspection report to the Agency's Administrator Facilities within two (2) business days of receipt of the same by Contractor.

b. Compliance with Laws. The Contractor will provide Cafeteria Services in strict compliance with all applicable Federal, State and local laws and regulations governing the operation of the Cafeteria. Contractor will obtain and maintain a satisfactory rating on all health department sanitation inspections.

c. Quality of Food and Beverages. All food will be of the highest quality and

will include a variety of nutritious foods, vegetarian entrees and specialties. Food and beverages will be, in all respects, safe, sanitary, suitable for human consumption, free of adulteration, and properly labeled and advertised. Upon written notice to the Contractor by the Agency's Administrator of Security and Facilities of any violation of this provision, Contractor will immediately correct the condition objected to, and if not corrected within three (3) days after receipt of such notice, the City may terminate or cancel this Agreement.

d. Menus and Reasonable Prices. The Parties intend that all matters such as prices, portions and quality of food and beverage shall be the same as, or better than that available in comparable cafeterias in the metropolitan Denver area and for that purpose all of Contractor's menus, including its schedules of prices, charges and rates for its food products and beverages, will be within Contractor's discretion but subject to the reasonable approval of the Agency's Administrator of Facilities. Each such menu utilized by Contractor will conform in every respect to all applicable truth-in-advertising statutes, rules and regulations, and Contractor will not, in any manner thereon or by any other means, misrepresent to its patrons the quality or grade of products sold, the point of origin of such products, the size, weight or portion of food or beverage or utilize false, deceptive or misleading merchandising terms or advertising. All items offered for sale must be sold at prices, which are plainly displayed. The established prices shall not be changed without the prior written consent of the Agency's Administrator of Facilities. Contractor will not request an increase in prices more frequently than twice during a calendar year. City reserves the right to review Contractor's income statement for the prior year before granting any price increase and to compare with other food service operations the Denver metropolitan area.

e. Training opportunities. To the extent described in Exhibit A, Contractor will provide training opportunities for individuals who have received or are receiving public assistance from the Agency. Contractor agrees to cooperate with the City in determining the number of such individuals to be trained and in ensuring that such training will be consistent with state and federal program requirements.

f. Personnel. Contractor will employ or permit the employment of only such personnel as will assure a high standard of service to the public. All such personnel while on or about the Cafeteria or other DDHS Office Location will be clean, neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification, in such instances as are appropriate. No personnel employed by Contractor, while on or about the Cafeteria or other DDHS Office Location, will use improper language, act in a loud, boisterous or otherwise improper way or be permitted to solicit business in an inappropriate manner. Employees handling hazardous wastes must be trained in the handling of hazardous wastes.

(1) Cafeteria and Catering Services Manager. Contractor's Cafeteria and Catering Services Manager will have sufficient experience managing high quality food and beverage serving facilities and will be given full power and authority to accept service of all notices provided under this Agreement and to make all decisions necessary regarding Cafeteria and Catering Services, including without limitation, the quality and prices of products sold and served and the appearance, conduct and demeanor of Contractor's agents, servants and employees. Cafeteria and Catering

Services will be provided an assigned office in the Castro Building where he or she will ordinarily be available during Required Operating Hours. If the Cafeteria and Catering Services Manager is absent from work, the Contractor ensure that a responsible substitute manager will be in charge and available. Contractor will provide the Agency's Administrator of Facilities with the names, phone numbers, email addresses, and cell phone numbers of the Cafeteria and Catering Services Manager and substitute Cafeteria and Catering Services Manager.

(2) Employees' Health. Contractor shall not knowingly employ nor permit any person to work for it in the processing, handling, preparation and dispensing of food, food products or beverages of any kind who is affected with any disease or sickness in a communicable form, who is a carrier of any such disease or sickness or who has infectious sores on any exposed body areas.

(3) Employees' Clothing and Hygiene. Contractor will require all its employees engaged in the handling, processing, preparing and serving of food, food products and beverages of all kinds to wear clean clothing, to be clean in their personal habits while on duty and to thoroughly wash their hands before beginning work and immediately after each visit to the washroom.

g. Signs, Advertising, Displays. Contractor will not erect, construct, paint or place any signs, advertisements or displays pertaining to its concession business upon any portion of the DDHS Office Locations other than upon the Cafeteria concession premises. Prior to the erection, construction or placing of any such signs, painting, advertising matter or displays, Contractor shall submit to the Agency's Administrator of Facilities, for approval in writing, drawings, sketches, design dimensions and type and character of the proposed sign, advertising matter or display and any conditions, restrictions or limitations in respect to the use thereof specified by the Agency's Administrator of Facilities in the written approval shall become conditions hereof as if specifically set forth in this Agreement. Upon the termination, cancellation or expiration of this Agreement, Contractor will remove in the manner specified by the Agency's Administrator of Facilities, any and all of its signs, advertising and displays on the Cafeteria and will restore the Cafeteria to the same condition as prior to the placement of any such signs, advertising or displays. In the event that there is a failure by Contractor to comply with this provision, the Agency may, at its option, perform or cause to be performed the necessary work at the expense of the Contractor.

h. Sanitation. Contractor will, at its sole cost and expense, provide all cleaning and janitorial services for the kitchen and serving areas of the Cafeteria, and all other areas designated for its exclusive use, including but not limited to spot and deep cleaning; cleaning of equipment, walls and floor tiled areas using a safe method for the grease removal without damaging the equipment and building surfaces. In addition, Contractor will, maintain and keep DHS Inventory, Contractor Inventory, and any other equipment or personal property it uses, whether owned by the Contractor, the City or third parties, in a clean and sanitary condition satisfactory to the City. The kitchen and serving area portions of the Cafeteria and all equipment and materials used by Contractor will at all times be clean and sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, offensive or unclean materials, flies and other insects, rodents and vermin. All apparatus,

appliances, utensils, devices, equipment and piping used by Contractor shall be constructed so as to facilitate the cleaning and inspection thereof, shall be thoroughly and properly cleaned after each period of use with hot water and suitable soap, detergents and sanitizing agents and shall be rinsed by flushing with hot water. Contractor will steam clean or undertake other sanitizing procedures, where deemed necessary by the Agency's Administrator of Facilities. Contractor will clean monthly and maintain in proper working condition grease traps, exhaust hoods, and connecting lines. All trays, dishes, crockery, glassware, silverware, cutlery and other equipment will be cleaned and sanitized immediately after each use and will be kept clean until reused. Contractor will conduct at least two semi-annual inspections, or more often if circumstances dictate, of the kitchen and serving areas of the Cafeteria, and all other areas designated for its use. Contractor will provide, at its sole cost and expense, routine plumbing services attributable to its use of the kitchen and serving areas of the Cafeteria.

(1) Removal of Garbage and Refuse. Contractor will strictly comply with all rules and regulations regarding the disposition of trash and garbage and will regularly remove all rubbish, refuse, food scraps and garbage from the kitchen and serving areas of the Cafeteria, to the garbage or refuse disposal area. The facilities which constitute the garbage or refuse disposal area, together with the service of hauling trash and garbage from such area, shall be provided by the City at its cost. Contractor will not allow the accumulation of boxes, cartons, barrels or other similar items it has used in providing Cafeteria and Catering Services in any public area in the DDHS Office Location, except with the express permission of the Agency's Administrator of Facilities.

(2) Recycling. Upon prior written notice from the City of a specified recycling program, the Contractor will comply with the terms and conditions set forth in the City's notice.

(3) Noise, Odors, Vibrations and Annoyances. Contractor shall conduct its operations in an orderly and proper manner so as not to commit any nuisance or waste in the Cafeteria to annoy, disturb or be offensive to others and shall take all reasonable measures, using the latest known and practicable devices and means, to eliminate any unusual, nauseous or objectionable smoke, gases, vapors or odors, any vibrations tending to damage the premises and to maintain the lowest possible sound level in its operations.

i. Supplies and Materials. Contractor will provide and replace, as necessary, all short life small ware including, but not limited to, all paper products, plastic ware, silverware, dishes, glasses, cups, bowls, cookware, cooking utensils, serving utensils, uniform, table coverings, trays, laundry items, and cleaning supplies and products.

9. INVENTORY:

a. Contractor Inventory.

(1) Contractor will within three (3) days of the Commencement Date, furnish and install, at its own expense, all Contractor Inventory set forth on Exhibit C.

(2) Contractor will, at its sole cost and expense, be responsible for the normal and routine operation, cleaning, preventative maintenance, reasonable care and repair, and replacement of all Contractor Inventory.

(3) If, during the Term, Contractor determines it is necessary to remove or supplement the Contractor Inventory set forth in Exhibit C to provide Cafeteria Services, it will provide advance written notice to the City detailing the proposed changes and requesting adoption of the proposed changes in accordance with Section 4.b. above. All proposed changes will conform to any requirements, plans or specifications provided by the City to the Contractor and all applicable federal, state, and City laws and regulations governing the approved changes to Contractor Inventory.

(4) Contractor will remove, at its sole cost and expense, prior to the expiration or earlier termination of this Agreement, all of Contractor's Inventory. If such removal causes damage to the Cafeteria, Contractor agrees, at its sole cost and expense, at or prior to the expiration or termination of this Agreement, to repair such injury or damage in good and workmanlike fashion and to place the Cafeteria in the same condition as existed as of the Commencement Date. If Contractor fails to remove any of Contractor's Inventory timely, the City may, at its option, keep and retain any such Contractor's Inventory or dispose of the same and retain any proceeds therefrom, and the City shall be entitled to recover from the Contractor any costs of the City in removing the same and in restoring the Cafeteria to its condition as of the Commencement Date in excess of the actual proceeds, if any, received by the City from disposition thereof.

b. DHS Inventory. Subject to the conditions and requirements in this Section 9, Section 8.h (concerning sanitation and cleaning of DHS Inventory), and as otherwise provided in this Agreement, Contractor may use DHS Inventory without charge. The City, at its sole cost and expense, will supply reasonable preventative maintenance and routine repair or replacement associated with the general upkeep of the DHS Inventory against normal wear and tear. Notwithstanding the preceding sentence, the City will have no obligation to maintain, repair, or replace any DHS Inventory that is lost, damaged or destroyed due to the acts, omissions or negligence of Contractor or its agents or employees. Contractor will replace or repair, at its sole cost and expense, all DHS Inventory lost, damaged or destroyed due to the acts, omissions or negligence of Contractor or its agents or employees. Contractor will not remove any of the DHS Inventory or Contractor Inventory from the Cafeteria without the prior written consent of the Agency's Administrator of Facilities.

c. Walk through. The Parties will conduct a walk-through of the Cafeteria within fourteen (14) days of the Commencement Date to determine if any item on the Contractor Inventory or the DHS Inventory is not reasonably suitable for the provision of Catering Services under this Agreement. The Parties will prepare a punch list of those items in need of repair or replacement. Subject to the City's approval in each instance, the Contractor will, at its sole cost and expense, repair, replace or remove Contractor Inventory set forth on the punch list. The City will, in its sole discretion and at its sole cost and expense, repair, replace, or remove DHS Inventory on the punch list. For all DHS Inventory that is not included on the punch list, the Contractor will be

deemed to have accepted such items "as is" and "where is". All repairs and replacements will be completed within thirty (30) days of the date of the punch list. The City may extend the time to complete the designated repairs or replacements upon written notice to Contractor.

10. PAYMENT OF GROSS REVENUES TO CITY:

a. Gross Revenues. Beginning January 1, 2017, and continuing throughout the remainder of the Term, Contractor will submit payment of Gross Revenues to the City, equal to the applicable accumulative percentage of Gross Revenues actually received as set forth in more detail in Exhibit A, Contractor will submit the Gross Revenues without demand or invoice from the City.

b. Title to City's Compensation. Immediately upon Contractor's receipt of moneys from the sale of food and beverages, the percentages of Gross Revenues belonging to the City under this Agreement will immediately vest in and become the property of the City and Contractor shall be responsible as trustee for said moneys until the same are delivered to the City.

c. Method of Payment. All payments made by Contractor will be made payable in U.S. dollars to the Manager, Department of Finance, City and County of Denver, and delivered to the Denver Department of Human Services, Attn: General Accounting, 1200 Federal Boulevard, 4th Floor, Denver, Colorado 80204, or at such other place in the City and County of Denver as the Director designates by notice in writing to the Contractor. Any payment of Gross Revenues not delivered to the City when due will accrue interest at the rate of Eighteen percent (18%) per annum from such due date.

d. Revenue Report. At the time payment for Gross Revenues is due, Contractor will deliver to the Director a Gross Revenues Report. Upon Denver's request, Contractor will provide the City with copies of records or other data documenting the sale of food and beverages under this Agreement and the determination and receipt of Gross Revenues.

11. PAYMENT BY THE CITY FOR CATERING SERVICES: Denver will pay, and Contractor will accept, as the sole compensation for catering services provided in each instance, in accordance with the City's purchasing methods set forth in the City's Fiscal Accountability Rule 8. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only. There are no reimbursable expenses allowed for catering services under this Agreement. All of Contractor's expenses for catering services are contained in its price list for catering services. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation for Catering Services, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City of Denver, and encumbered for the purpose of this Agreement or separate method of authorized payment. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. 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.

11. EXAMINATION OF RECORDS AND AUDITS:

a. The City, or any of its authorized representatives and professional advisors, including the City Auditor, will have the right, during the Term and for a period of the later of (i) four (4) years after the final payments made hereunder, or (ii) the expiration of the statute of limitations, upon reasonable notice and during normal business hours, to conduct a review of applicable books, records, bank statements, documents, tax returns, papers, and files of Contractor related to the provision of Cafeteria Services, including without limitation, information related to the determination, reporting, and delivery of Gross Revenues, the determinations and reporting of exclusions to Gross Revenues, trouble-shooting, or other issues related to this Agreement. Contractor, upon request, will make all such information available for such examination.

b. Contractor will keep true and complete records of all business transactions under this Agreement for a period of no less than the later of (i) four (4) years after final payments made hereunder, or (ii) the expiration of the statute of limitation, and will use a financial bookkeeping system based on generally accepted accounting principles which includes accounting procedures acceptable to the City. If said records exist in electronic form, Contractor will maintain a means of transferring said records to hardcopy form. Such system shall be kept in a manner as to allow the Contractor's operations under this Agreement to be distinguished from all operations of Contractor.

c. Contractor, upon written request, will make all such documents relating to this Agreement available for examination within the Denver metropolitan area; or will pay the City in full, in advance, travel and related expenses of the City's representatives and professional advisors to travel to any location outside the Denver area for such examination. Such documents will be available to the City's representative within ten (10) calendar days of the date of the written request. The Parties agree that any delay in furnishing such records to the City will cause damages to the City which the Parties agree are liquidated damages in the amount of \$350.00 per day for each day the records are unavailable beyond the date established by the City's notice.

d. If the City determines after an audit for any year that any amounts required to be reported or delivered under this Agreement were understated, Contractor will pay the amount of the deficiency plus interest at the rate of two percent (2%) per month compounded daily computed from the date the amounts were due until the date paid (the "Past Due Interest Rate"). If the amount due was understated by more than one-percent (1%), Contractor will pay to Denver the cost of the audit, in addition to the deficiency and Past Due Interest Rate.

e. The Contractor agrees that the City, the Director, or any of its authorized representatives and professional advisors, including the City Auditor, may inspect any document, return, data or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by the Contractor with the City's Executive Director of the Department of Finance and any related report,

document, data or other information generated by the City's Executive Director of the Department of Finance or employees under the direction or control of such Executive Director in connection with any investigation or audit of Contractor by the City's Department of Finance. The Contractor authorizes and permits the inspection of such documents, data, returns, reports and information by the City, the Director, or any of its authorized representatives and professional advisors, including the City Auditor, and, further, waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

13. UTILITIES AND OTHER SERVICES:

a. Heating and Air Conditioning (HVAC). Contractor, at its sole expense and with the prior approval of the Director, shall furnish, install and maintain any new duct work, connections or other HVAC equipment within or leading into the Cafeteria, other than the systems in existence as of the Commencement Date, that it demonstrates as necessary to connect Contractor's Inventory to the existing HVAC system in the Castro Building. The City shall, at its expense, furnish normal and reasonable quantities of central air from the existing central HVAC system to the Cafeteria and the power and electricity associated with such central air circulation. Unless there are conditions beyond its control, the City shall maintain a temperature adequate for comfortable occupancy under normal building conditions and according to the season; provided, however, that Contractor properly maintains the duct work, connections, or HVAC equipment within or leading into the Cafeteria and complies with the recommendations of the City's engineer regarding Contractor's use of the Cafeteria.

b. Water Service. The City at its own expense shall furnish water from the central water source currently in existence in the Cafeteria in reasonable quantities; provided that Contractor complies with all water conservation programs currently in effect or as may be adopted from time to time.

c. Electricity and Natural Gas. The City shall pay all costs for reasonable electricity and gas used within the Cafeteria. Contractor shall furnish, install and maintain all additional power circuits and connections beyond those currently in place in the Cafeteria as of the Commencement Date. Any bills paid by the City for such costs shall be due from Contractor within (30) thirty days and shall accrue interest at the rate of Eighteen percent (18%) per annum from such due date.

d. Telephone Wiring; Internet access. The City will make available to Contractor, at no charge, the systems for telephone and internet communications for the Castro Building in existence as of the Commencement Date. If Contractor desires to obtain other telephone or internet services, it will obtain the prior written approval of the Agency's Administrator of Facilities for such other services and will be responsible for all payment to third party providers.

e. Lighting. The City shall, at its expense, furnish, install and maintain all lighting fixtures and wiring for general illumination of the Cafeteria. Levels of illumination and wattage requirements will be determined by the City.

f. Janitorial Services. Contractor at its sole expense will supply janitorial services for the Cafeteria, except that after the Contractor has closed its cafeteria operations for the afternoon on weekdays the City shall provide, from time to time, waxing and stripping of floors in the seating area portion of the Cafeteria.

g. Window Washing and Structural Maintenance. The City shall, at its expense, provide exterior window washing and maintain all structural parts of the Castro Building, including exterior glass, walls and roof.

h. Interruption of Services. The City reserves the right to interrupt, curtail, suspend or temporarily discontinue utility or other building services serving the Cafeteria when necessary by reason of accident, emergency, unavailability of employees, repair, alterations or improvements or whenever by reason of strikes, lockouts, riots, acts of God or any other cause beyond the control of the City. The work of such repairs, alterations or improvements shall be facilitated with reasonable diligence. The City shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility service to Contractor or for any limitation of supply resulting from governmental orders or directives. The City will have no liability to Contractor for loss or damages for any such discontinuance, nor shall such discontinuance in any way be construed as cause for the abatement of compensation of Gross Revenues owed or due to the City or the release of the Contractor from any of its duties and obligations under this Agreement.

14. PROHIBITED ACTS: Contractor shall not:

a. Do or permit to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Cafeteria or elsewhere in the Castro Building, nor do or permit to be done anything which may interfere with free access and passage in the Cafeteria or the public areas adjacent thereto, nor hinder police, firefighting or other emergency personnel in the discharge of their duties;

b. Do or permit to be done anything which may interfere with the effectiveness or accessibility of elevators or escalators in or adjacent to the Cafeteria, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto;

c. Overload any floor, wall or ceiling in the Cafeteria;

d. Place any additional lock of any kind upon any window or interior or exterior door in the Cafeteria, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefor is maintained on the concession premises, nor refuse, upon the expiration or sooner termination of this Agreement, to surrender to the Agency's Administrator of Facilities any and all keys to the interior or exterior doors of the Cafeteria, whether said keys were furnished to or otherwise procured by Contractor, and in the event of the loss of any keys furnished by the Agency's Administrator of Facilities, Contractor shall pay the City, on demand, the cost for replacement thereof;

e. Do or permit to be done any act or thing upon the Cafeteria which will invalidate, suspend or increase the rate of any fire insurance policy required under this Agreement, or carried by the City, covering the Cafeteria, or the Castro Building or which, in the opinion of the City, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this Agreement. If, by reason of any failure on the part of Contractor after receipt of notice in writing from the City to comply with the provisions of this subparagraph, any fire insurance rate on the Cafeteria, or any part thereof, or on the buildings in which the same are located, shall at any time be higher than it normally would be, then Contractor shall pay the City, on demand, that part of all fire insurance premiums paid by the City which have been charged because of such violation or failure of Contractor; provided, however, that nothing contained herein shall preclude Contractor from bringing, keeping or using on or about the concession premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;

f. Allow any sale by auction upon the Cafeteria;

g. Permit undue loitering on or about the Cafeteria;

h. Use the Cafeteria, or any part thereof, for lodging or sleeping purposes; or

i. Use or allow the Cafeteria to be used for any improper, immoral or objectionable purposes. The Contractor shall not permit the Cafeteria to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinance of the City and County of Denver.

15. SECURITY: Contractor shall cause its officers, contractors, agents and employees to comply with any and all security requirements adopted or promulgated from time to time by the City or otherwise applicable to DDHS Office Locations. Contractor will ensure that all appropriate equipment and lights have been turned off and appropriate doors locked at the close of operation within the Cafeteria each day. Contractor will not leave cash on the premises at the close of operations and will secure all items of value each day.

16. REPAIRS AND MAINTENANCE:

a. Cafeteria. Contractor at its sole expense will supply reasonable preventative maintenance and routine repairs or replacements associated with the general upkeep of the Cafeteria against normal wear and tear except as otherwise expressly provided in this Agreement.

b. Castro Building. Subject to the conditions and requirements in Section 8.h (concerning sanitation and cleaning of DHS Inventory) and as otherwise provided in this Agreement, the City at its sole expense will supply reasonable preventative maintenance and routine repairs or replacements associated with the roof, exterior walls, structural foundations, and building systems (including without limitation all existing HVAC, electrical, lighting, duct work, floor coverings,

walls, fire sprinkler system, ceilings, and painting) for the general upkeep of the Cafeteria against normal wear and tear. Notwithstanding the preceding sentence, the City will have no responsibility for preventative maintenance or routine repairs in the Cafeteria (that do not involve DHS Inventory) for loss or damage attributable to the acts, omissions or negligence of Contractor or its agents or employees. In such event, Contractor will be responsible for all maintenance, repairs and replacement, at its sole cost and expense, for any loss or damage attributable to the acts, omissions or negligence of Contractor or its agents or employees.

18. NO ALTERATIONS OR IMPROVEMENTS BY CONTRACTOR: Contractor shall not make or permit to be made any construction, repairs, alterations, additions, partitions or changes to the Cafeteria (together, the "Alterations").

19. CHANGES TO CASTRO BUILDING: Contractor recognizes that from time to time during the Term, the City may commence or complete extensive programs of construction, expansion, relocation, maintenance and repair to the Castro Building, and that such construction, expansion, relocation, maintenance and repair may inconvenience the Contractor in its provision of Cafeteria Services or the completion of any authorized Alteration. In such event, the City will have no liability to Contractor, its officers, agents, employees, contractors, subcontractors and representatives or to the Corporation/Lessor due to any such inconveniences and Contractor waives any right to seek damages or other consideration as a result thereof.

20. NO PARKING: Contractor will not be provided access to the surface parking lots located on the DHS Federal Property.

21. TERMINATION:

a. Either Party may terminate this Agreement, upon written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof from the non-breaching Party, or for such longer period as may be reasonably required to cure such breach, but not to exceed ninety (90) days, if the breach is of such nature that it cannot be cured within a thirty day period and the Party seeking to cure the breach commences such cure within the thirty (30) day period and diligently prosecutes such cure to completion thereafter. However, nothing gives Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the City.

b. Either Party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

c. Notwithstanding the preceding paragraphs, the City may terminate this Agreement immediately if Contractor or any of Contractor's officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick-backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, or any offense of a similar

nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

d. Notwithstanding the preceding paragraphs, the City may terminate this Agreement immediately upon the expiration or termination of the DPFLT Master Lease. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

e. Upon the expiration or early termination of this Agreement, with or without cause, Contractor will no longer have any rights to use the Cafeteria or to provide Cafeteria Services, or have any rights related to the same, except that upon the City's written notice, Contractor will continue to provide Cafeteria Services, and its right to use the Cafeteria will be thereby extended, until the City finally transitions to a new vendor. Contractor will fully assist the City in transferring Cafeteria Services and use of the Cafeteria a new vendor and will provide final payment of Gross Revenues and the final Revenues Report, within thirty (30) days following the date of expiration or early termination.

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

g. Upon the expiration or early termination of this Agreement, with or without cause, the will return the Cafeteria and other space provided to Contractor in as good repair and condition as when the Contractor received same premises excepting only ordinary wear and decay, or damage by the elements or by Act of God, or by insurrection, riot, invasion or commotion, or of military or usurped power.

22. TAXES, CHARGES, AND PENALTIES: The City is not liable for the payment of taxes, late charges, or penalties of any nature in connection with this Agreement. Contractor will promptly pay when due, all taxes, bills, debts, and obligations it incurs in performing any services or other actions under this Agreement and not allow any lien, mortgage, judgment, or execution to be filed against the DDHS Office Locations.

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

24. 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 will keep the required insurance coverage in force at all times during the Term, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. The required insurance will 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 will contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies are canceled or non-renewed before the expiration date thereof. Such written notice will be sent to addresses identified in the Notices section of this Agreement and will reference the contract number listed on the signature page of this Agreement. Said notice will be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice will be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor will 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 contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. Contractor will 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 Contractor. Contractor will 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 will provide a copy of this Agreement to its insurance agent or broker. 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 E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement will 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. Denver’s Risk Management Office may require additional proof of insurance, including, without limitation, policies and endorsements.

c. Additional Insureds. For Commercial General Liability, Auto Liability and Professional Liability, Contractor and Contractor’s insurer(s) will include the City and County of Denver, its elected and appointed officials, employees and volunteers, as additional insureds.

d. Waiver of Subrogation. For all coverages required under this Agreement, Contractor’s insurer will waive subrogation rights against the City.

e. Subcontractors and Subconsultants. All subcontractors and subconsultants (including independent contractors, suppliers, or other entities providing goods or services required by this Agreement) will be subject to all of the requirements herein and will procure and maintain the same coverages required of Contractor. Contractor will include all such subcontractors as additional insured under its policies (with the exception of Workers’ Compensation) or will ensure that all such

subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

i. Professional Liability (Errors & Omissions). Contractor will maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy will include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Additional Property Insurance. Contractor will provide additional property insurance to cover DHS's Inventory and any other City property in Contractor's care, custody and control, if any: Value of contents as determined by the City subject to minimum of \$10,000.

k. Commercial Crime including Client Coverage: Contractor shall maintain \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. Policy shall include Client Coverage. The City and County of Denver shall be named as Loss Payee as their interests may appear.

l. Additional Provisions.

i. For Commercial General Liability, the policy must provide the following:

- (A) that this Agreement is an Insured Contract under the policy;
- (B) defense costs are outside the limits of liability;

- (C) a severability of interests, separation of insureds provision (no insured vs. insured exclusion);
- (D) a provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (E) any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

ii. For claims-made coverage:

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

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

25. DEFENSE AND INDEMNIFICATION:

a. Contractor agrees to defend, indemnify, reimburse, and hold harmless the City, its appointed and elected officials, agents, and employees, the Trust, and the Corporation/Lessor (“Denver’s Indemnitees”) 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 this Agreement and the Cafeteria and Catering Services (“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 will be interpreted in the broadest possible manner to indemnify the City and Denver’s Indemnitees for any acts or omissions of Contractor or Contractor’s subcontractors either passive or active, irrespective of fault, including the City concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

c. Contractor will defend any and all Claims which may be brought or threatened against the City and Denver’s Indemnitees and will pay on behalf of the City any expenses incurred by reason of such Claims including, without limitation, court costs and attorneys’ fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the City or Denver’s Indemnitees will be in addition to any other legal

remedies available to the City or Denver's Indemnitees and will not be the City's or Denver's Indemnitees' exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. 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 will survive the expiration or termination of this Agreement.

26. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2015).

27. LOSS OR DAMAGE:

a. The City will not be responsible to the Contractor, its employees, officers, or agents, for injury or death or loss, theft, or damage to any property of the Contractor caused by or resulting from anyone or any peril that may affect the Cafeteria or Catering Services, including, without limitation, (i) fire, steam, electricity, gas, or water which may leak or flow from or into any part of the Cafeteria or DDHS Office Location; (ii) the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the Cafeteria or DDHS Office Location; (iii) any act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City; or (iv) any act of negligence of any person whomsoever in or about the Cafeteria or DDHS Office Location other than the sole negligence of the City, whether any such damage or injury results from conditions arising upon the Cafeteria or DDHS Office Location or upon other portions of the said premises or from other sources. Contractor will not deduct or absorb any such loss, theft, or damage from Gross Revenues due the City.

b. In the event of a fire or other casualty in or to the Cafeteria, the Contractor shall immediately give notice thereof to the City. If the Cafeteria, through no fault or neglect of the Contractor, its agents, employees, invitees or visitors shall be partially destroyed by fire or other casualty so as to render the use of the Cafeteria impracticable, and the City elects to repair the same, payment of Gross Revenues will abate until such time as the Cafeteria is deemed to be in proper order to resume the Cafeteria Services. In the event of the total destruction of the Cafeteria without fault or neglect of the Contractor, its agents, employees, invitees or visitors, or if from any cause the Cafeteria shall be so damaged that the City shall decide not to rebuild (which decision the City may make in its sole discretion), then all compensation for Gross Revenues due and owing to the City up to the time of such destruction or termination will be paid by the Contractor immediately and this Agreement shall terminate.

c. Where vandalism or theft occurs to Contractor's Inventory or any other equipment, it shall be the sole responsibility and liability of Contractor to insure, repair or replace its damaged or stolen equipment at its sole expense within five (5) business days. All vandalism will be reported to the City immediately upon discovery.

28. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:

a. Contractor in conducting any activity on the Cafeteria shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute. Contractor shall comply with City Ordinance 196, as amended on March 18, 1991 (amendments to the City Uniform Public Code related to water conservation fixtures).

b. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal and state environmental permit requirements.

c. Contractor agrees to ensure that its Cafeteria is designed, constructed, operated and maintained in a manner that minimizes environmental impact through appropriate preventive measures and complies with all federal, state and local environmental requirements. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials. Wastewater from maintenance or operational activities shall be pretreated with sand and grease traps.

d. In the case of a release, spill or leak as a result of Contractor's construction, operation or maintenance activities, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City and the Corporation/Lessor for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City or the Corporation/Lessor as a result of the release or disposal by Contractor of any pollutant or hazardous material in or about the Cafeteria.

29. MECHANIC'S LIENS:

a. The parties acknowledge that no right of lien against public buildings exists under Colorado law. In the event that a claim of such right is filed before a court of competent jurisdiction as a result of any work performed, or materials or supplies furnished to the Cafeteria,

then the Contractor shall pay or cause to be paid all costs for work authorized to be done which may result in liens against the City's interest in the Cafeteria.

b. In the event that any liens are filed or recorded against the Cafeteria on account of work done for or materials supplied to or on behalf of the Contractor, or should any action affecting the title to the Cafeteria be commenced, the Contractor shall cause such liens to be released of record within thirty days after receipt of notice thereof or may, in good faith, contest the validity of any such liens. If the Contractor desires to contest the validity of any claim of lien, it shall cause the lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by applicable law. If a final judgment establishing the validity of the contested amount is entered by a court of competent jurisdiction, then the Contractor shall pay and satisfy any such adverse judgment that may be rendered against the Cafeteria before the enforcement of any judgment against the City.

30. RIGHT TO ENTER: The City and its authorized agents or employees may at any reasonable time enter the Cafeteria to inspect and examine the Cafeteria, to make and perform improvements, to comply with applicable laws, ordinances, rules, orders or other governmental regulations, and to post notices of nonresponsibility including but not limited to those provided for by C.R.S. §38-22-105(2), as may be amended from time to time.

31. TOBACCO PRODUCTS AND SMOKING POLICY: There shall be no sale or advertising of tobacco products on the premises or in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or event displayed or held in City facilities. The Contractor and its officers, agents and employees will fully comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor City Buildings and facilities.

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

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

34. FORCE MAJEURE: Neither party shall be liable to the other, nor shall either party have any right to terminate this Agreement, abate any payments or obligations or assert a claim against the other due to the other party's failure to perform any of its obligations under this Agreement, if the failure is due to reasons beyond the non-performing party's reasonable control,

including but not limited to strikes or other labor difficulties, inability to obtain necessary government permits or approvals due to delay on the part of a governmental entity, unavailability of materials, war, riot, civil insurrection, accidents, acts of God or governmental preemption in connection with a national emergency.

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

36. LITIGATION COSTS AND ATTORNEYS' FEES: In the event of any litigation or other action between the City and the Contractor to enforce any provision of this Agreement or otherwise with respect to the subject matter hereof, each party shall bear all of its own costs and expenses, including attorneys' fees.

37. TIME OF THE ESSENCE: Time is of the essence with respect to this Agreement and for each and every provision contained herein.

38. 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 Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

39. ASSIGNMENT; SUBCONTRACTING: Contractor will not voluntarily or involuntarily assign, sell, or transfer any of its rights or obligations, or subcontract performance obligations, under this Agreement, even by operation of law, without obtaining the City'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 City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (a) Contractor will remain responsible to the City; and (b) no contractual relationship will be created between the City and any subcontractor, subconsultant, or assign.

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

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

42. NO AUTHORITY TO BIND CITY TO CONTRACTS: 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 Denver’s Charter and the Denver Revised Municipal Code.

43. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

44. CONFLICT OF INTEREST:

a. No employee of the City will have any personal or beneficial interest in the services or property described in this Agreement. Contractor will 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. Contractor will not engage in any transaction, activity, or conduct that would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest will include transactions, activities, or conduct that would affect the judgment, actions, or work of Contractor by placing Contractor’s own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given Contractor written notice describing the conflict.

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

Executive Director, Denver Department of Human Services
City and County of Denver
1200 Federal Boulevard
Denver, Colorado 80204-3221

With a copy to: Supervisor, Contracting Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204-3221

and

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 or rejection. Notices sent by mail are effective two (2) days following 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.

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

47. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS 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. Contractor certifies that:

(i) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

c. Contractor also agrees and represents that:

(i) It will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(ii) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to Contractor that it will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(iv) It is prohibited from using either 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.

(v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and Denver within three (3) days. Contractor will also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

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

49. COMPLIANCE WITH ALL LAWS: Contractor will 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.

50. 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 this Agreement. Each person signing and executing this Agreement on behalf of Contractor represents and warrants that he or she 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 will 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 this Agreement to enter into this Agreement.

51. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not

be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.

52. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City and the City's Indemnitees 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.

53. ADVERTISING AND PUBLIC DISCLOSURE: Contractor will not include any reference to this Agreement or to services performed pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the City. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. Contractor will notify the Director in advance in writing of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to the City's elected officials. Contractor will seek approval in writing of any and all logo use under to this Agreement from the City's Marketing Director. Except for variances clearly marked, identified, and approved by the Marketing Director, sponsorship and logo use will conform precisely to forms which have been pre-approved by the City.

54. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. City Proprietary Information and Confidential Information. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to proprietary information and confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third parties. Contractor agrees that all proprietary information and confidential information or any other data or information provided or otherwise disclosed by the City to Contractor will be held in confidence and used only in the performance of its obligations under this Agreement. Contractor will exercise the same standard of care to protect such proprietary information and confidential information as a reasonably prudent contractor would to protect its own proprietary or confidential data. For purposes of this Section 54, the City's proprietary information and confidential information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such proprietary information and confidential information may be in hardcopy, printed, digital, electronic, or other format.

b. Use and Protection of Proprietary Information and Confidential Information.

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it will not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or

otherwise make available any proprietary or confidential information or any part thereof to any other person, party, or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing proprietary information or confidential information, the City is not granting to Contractor any right or license to use such information except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the proprietary information or confidential information without written authorization from the City and will immediately notify the City if any proprietary information or confidential information is requested from Contractor from a third party.

(ii) Contractor agrees, with respect to the proprietary information and confidential information, that: (A) Contractor will not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the City; (B) Contractor will retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (C) Contractor will, upon the expiration or earlier termination of this Agreement, at the City's election, either destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, the City. It is the responsibility of Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for Cafeteria and Catering Services, the proprietary information, or the confidential information. This includes, without limitation, industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

c. Employees and Sub-Contractors and Sub-Consultants. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement will survive the expiration or earlier termination of this Agreement. Contractor will not disclose proprietary information or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

d. Contractor's Confidential Information; Open Records. If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by Contractor concerning Contractor's Confidential Information. However, Contractor understands that all the material provided or produced by Contractor under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2015). In the event of a request to the City for disclosure of such information, the City will advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. 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 Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify, save,

and hold harmless the City, and Denver's Indemnitees, from any Claims arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to Denver of all reasonable attorneys' fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

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

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

57. USE, POSSESSION, OR SALE OF ALCOHOL OR DRUGS: Contractor will 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 Denver facilities and from participating in Denver operations.

58. LAWSUITS: Contractor will notify the City in writing no later than seven (7) calendar days following the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.

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

60. ACKNOWLEDGMENT BY LESSOR UNDER MASTER LEASE: This Agreement is made with the full knowledge and consent of the 2005A Trust **as Lessor** under the DPFLT 2005 Master Lease. This Agreement shall not be effective until the Corporation/Lessor under the DPFLT 2005 Master Lease has delivered its written consent to the terms and conditions of this Agreement to the City by signing the last page hereof.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

EXHIBIT LIST:

Exhibit A – Scope of Cafeteria and Catering Services/Costs for Catering Services

Exhibit B – DHS’s Inventory

Exhibit C – Contractor’s Inventory

Exhibit D – Map and Description of Cafeteria Space

Exhibit E - Certificate of Insurance

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SOCSV-201628743-00

Contractor Name: Work Options for Women

By: Catherine J. Henry

Name: CATHERINE J. HENRY
(please print)

Title: EXECUTIVE Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



SCOPE OF WORK
Work Options for Women
2016-28743
Exhibit A

I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Work between Denver Department of Human Services (DDHS) and Work Options for Women (WOW). Under this agreement WOW will be responsible for operating a restaurant/grill cafeteria at the Richard T. Castro location for breakfast and lunch service during days of normal DDHS operation (Monday to Friday, exclusive of recognized holidays or for other City authorized closures).

II. Services

WOW will operate cafeteria services to include hot food items, prepared take-away food items, fresh fruit and vegetables and other healthy alternatives at breakfast and lunch daily. Catering services for DDHS Office Locations are also required for on-site meetings and special events, as requested.

III. Overview of Roles and Responsibilities

A. Denver Department of Human Services intends to:

1. Provide reasonable access to the cafeteria during hours of normal DDHS operation for the primary purpose of preparing and serving breakfast and lunch meals.
2. Approve any and all designs, furnishing, decorations, alterations, improvements, advertisements, etc. prior to any such actions being taken by WOW.
3. Maintain, repair and/or replace all food preparation and food service equipment shown on the itemized list provided as Exhibit B and any additional equipment acquired by DDHS for use in the cafeteria by the Contractor.
4. Coordinate with WOW to provide installation, maintenance and repairs for Contractor-owned equipment. This work may be done through DDHS Facilities staff or a City contractor, and reimbursed by WOW.
5. Conduct scheduled and non-scheduled inspections of the cafeteria on a monthly basis. If inspections identify deficiencies, a corrective action plan will be developed and delivered by the Administrator of DDHS Security and Facilities. A copy of the Inspection Report will be provided to WOW upon completion of the inspections. The Inspection Report template will be provided upon award.
6. Provide the cafeteria with standard utilities (gas, water, sewer, and electricity), existing kitchen equipment, and existing tables and chairs at no charge to WOW.
7. Provide extermination/pest control services, if needed.
8. Provide access to business telephone, internet and fax service to WOW at no charge. These services will be used for business purposes connected to the cafeteria and catering services only.
9. Provide dumpster for placement of garbage. DDHS' custodial staff will empty garbage cans and remove garbage once per day after 1:30 pm cafeteria closing.
10. Provide custodial staff to clean the cafeteria seating area once per day after the 1:30 p.m. cafeteria closing.

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11. Provide general repairs and maintenance of the building structure and building systems (e.g. utilities, HVAC, electrical, lighting, duct work, floor coverings, walls, fire sprinkler system, ceilings, paint, etc.)
12. Provide two small office spaces and a small meeting room. These rooms shall not be located within the staff secured areas of the Castro building.
13. Provide access to a washroom with a non-commercial washer/dryer for laundry purposes. The washer/dryer will be used for washing staff uniforms, kitchen towels, aprons, etc. No personal clothing will be allowed to be cleaned by these machines at any time.
14. Assist WOW with dispersal of online customer satisfaction surveys a minimum of once per year.
15. Schedule and attend quarterly meetings with WOW management team throughout the term of this agreement unless the parties mutually agree to cancel a meeting.

B. Work Options for Women (WOW) Requirements:

Cafeteria Services:

1. Staff and operate, under WOW's name, a cafeteria serving quality breakfast, lunch and break time offerings in a cafeteria style format.
2. Operate a cafeteria Monday to Friday, exclusive of recognized holidays or for other City authorized closures. The desired daily hours of operation are from 7:30 am to 1:30 pm.
3. Provide a menu featuring the following:
 - a. Breakfast: a variety of fresh pastries, muffins, bagels, fruit, hot breakfast items, etc. and a variety of coffee and hot and cold beverages.
 - b. Lunch: Entrees and side dishes and/or choice of soups and a variety of fresh cold and grilled sandwiches, salad bar, snacks, desserts, coffee and beverages
 - c. Seasonal offerings and offerings made with local ingredients are encouraged.
 - d. Healthy alternatives incorporating items such as fruits and vegetables, whole grains, low-fat products, vegetarian or organic products are encouraged.
4. The cafeteria and other space made available to WOW under this contract will be used by WOW only to provide cafeteria and catering services as specified in the resulting contract. Refer to Exhibit D for building diagrams of the cafeteria space.
5. WOW shall pay directly all applicable taxes from food and beverage sales.
6. Certain improvements or alterations to the existing cafeteria space may be allowed only with prior written approval from the Administrator of DDHS Security and Facilities, at its sole discretion. Improvements and alterations shall be undertaken, managed and funded by DDHS.
7. Obtain approval from the Administrator of DDHS Security and Facilities prior to the fabrication and installation of any signs or fixtures. All permanent improvements to the building shall become the property of DDHS at the termination of the contract.

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8. Menus and Food: Provide a variety of fresh, high quality foods, beverages and all related condiments, disposable utensils and paper products in sufficient quantities. The variety shall be consistent with the highest food service industry standards for cafeteria options.
 - a. WOW shall post weekly menus in mutually agreed upon areas of the DDHS building and coordinate with the appropriate DDHS staff to send out the menu to all DDHS staff by email.
9. Pricing: WOW shall make every effort to adhere to reasonable food costs and ranges submitted in the proposal.
10. Personnel: WOW shall recruit, train, employ and supervise adequate staff in the cafeteria to efficiently operate the cafeteria during all normal hours of operation.
11. Equipment and Utensils: WOW shall provide all food preparation and serving equipment and implements (including pots, pans, dishes, glasses, etc.) machines, gadgets, supplies and utensils required by WOW for the cafeteria operation and catering services.
12. DDHS will supply certain DDHS owned equipment as set forth in Exhibit B – Appliance Inventory. WOW will provide a detailed inventory of additional equipment that it intends to use to provide cafeteria and catering services. All equipment must be commercial grade quality and capable of being used under current electrical allowances for the Castro Building. For current electrical allowances, see the Castro Bldg Electrical Grid on page 7 below.
13. Obtain prior written approval from the Administrator of DDHS Security and Facilities prior to the installation or use of any equipment that is not shown on the itemized list (Exhibit B) of DDHS owned equipment.
14. Any structural alterations or building improvements must be approved by the Administrator of DDHS Security and Facilities. All work for structural alterations or building improvements will be undertaken by DDHS.
15. Upon the completion of a health inspection conducted by the City and County of Denver Environmental Health department, a copy of the completed inspection report shall be forwarded immediately to the Administrator of DDHS Security and Facilities. This will include any discrepancies and corrective actions to bring them within compliance.
16. Cleaning and Custodial Service: WOW shall provide all custodial and janitorial services to the food service area, serving line and kitchen equipment during all normal hours of operation.
 - a. WOW is responsible for providing its own cleaning supplies to properly maintain a clean food service area.
 - b. WOW is responsible for emptying kitchen area garbage receptacles during operating hours and staging bags in designated areas for removal by DDHS's custodial staff after the 1:30 p.m. cafeteria closing.
 - c. WOW is responsible for posting the Daily Cleaning List and End of Day Checklist in a clearly visible area for review by the Administrator of DDHS Security and Facilities and other DDHS employees.
17. Licenses and Permits: WOW shall be responsible for all licenses and permits necessary to comply with all local, state and federal laws and regulations pertaining to food service operations.

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18. Emergency Closing: If WOW is unable to open due to a genuine emergency, they shall notify the DDHS Administrator of Security and Facilities and the Deputy Director of Support Services immediately in person or by phone and by email so that signage can be posted to notify patrons.
19. Conduct customer satisfaction surveys a minimum of once per year. The results of these surveys shall be shared with the DDHS Contract Administrator assigned to their program. WOW will take any necessary actions to ameliorate any identified deficiencies.
20. Make available nutritional information for menu items beginning in September 2016 and ongoing. Information shall include, at a minimum, nutritional information per serving including fat, sodium, protein, sugars and carbohydrates, as well as calorie counts per serving. WOW shall also post "known allergen" information along with identifying items that are appropriate for alternative diets, such as gluten free, dairy free, vegetarian, vegan, etc.
21. Follow the Allergen Protocol developed by WOW and ensure all culinary staff complete the National Restaurant Association's **ServSafe Allergen Course** within 60 days of hire.
22. Attend quarterly meetings with DDHS management and contract administrator throughout the term of this agreement unless the parties mutually agree to cancel a meeting.

Catering Services:

1. Provide catering services at DDHS Office Locations for on-site meetings and special events on an as needed basis.
2. Catering services, if requested, will be permitted during normal business hours, Monday through Friday, 8:00 a.m. to 1:30 p.m.
3. WOW will provide, during each catered event, the management necessary for the efficient operation of the on-site service, if required. Management personnel shall be knowledgeable in the area of catering services.
4. WOW shall provide the catering service and shall deliver, set up, and clean up the required food and beverage items at the specified time and place designated by the Agency contact. WOW shall exercise caution when bringing materials onto City property and facilities.
5. DDHS will make every effort to provide WOW with a minimum of 10 working days' notice of the need for any catering service. However, there may be events where less notice is provided. In such cases WOW is not obligated to cater the event, and DDHS may procure the service on the open market.
6. No DDHS property or equipment may be used or moved without the approval of the Administrator of DDHS Security and Facilities.
7. All trash shall be taken away or properly disposed of. All materials and equipment, including food serving trays, china, glasses, silverware, etc. shall be removed on the same day the function takes place.
8. DDHS is not responsible for the loss or theft of any personal items belonging to or used by WOW and their employees.

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9. Food shall be prepared in WOW's facilities or the cafeteria located at 1200 Federal Boulevard.
10. WOW shall invoice the ordering Division upon provision of services.

IV. Performance Management and Reporting

A. Performance Management

Monitoring may be performed by the program area and Contracting Services. WOW may be reviewed for:

- 1. Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
- 2. Contract & Financial Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. Contracting Services, in conjunction with the DDHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
- 3. Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City & County of Denver regulations, and DDHS policies are being met.

B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report Title	Description	Frequency	Reports To
Quarterly report of gross revenues	Actual accumulative gross revenues over previous quarter	Quarterly, due by end of the month following respective quarter	DDHS Contract Administrator
Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	TBD

V. Budget Requirements

A. WOW shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.

B. WOW shall submit semi-annual payments to DDHS based on the following matrix:

<u>Percentage of Annual Gross Revenue</u>	<u>Amount of Annual Gross Revenue</u>
1%	Up to \$350,000
2%	\$350,000 up to \$400,000
3%	\$400,000 up to \$450,000

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4%	\$450,000 and above
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C. Payment of Funds

1. WOW will submit payments by the 15th day of the second month following each six-month time period (eg. By February 15, 2017, for the time period July 1, 2016 through December 31, 2016).
2. WOW will submit all relevant Financial Statements and supportive documents with each payment.
3. Estimated payments will be made at six-month intervals with the expectation that a true-up will occur upon receipt of annual independent audit results.

Payment shall be sent to:

Denver Department of Human Services
Attn: General Accounting
1200 Federal Blvd, 4th Floor
Denver, CO 80204

Exhibit B - DDHS Cafeteria Appliance List

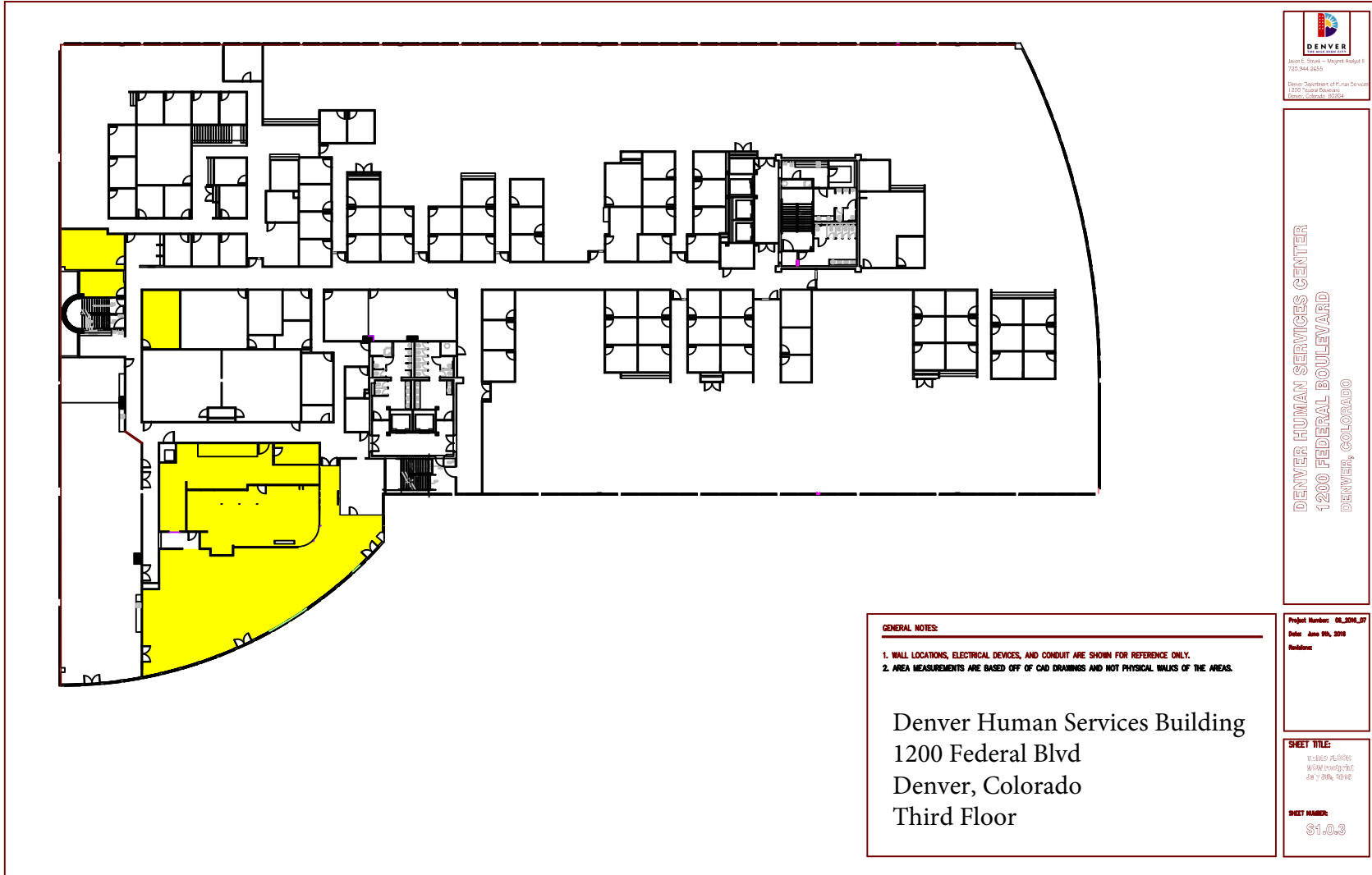
Appliance	Model #	Property of
APW- Wyott Warmer	W-3V	DDHS
Blue Air under counter refrigerator	BAPT1	DDHS
Delfield 6000- 2 door reach-in refrigerator	6051-S	DDHS
Delfield 6000- 1 door reach-in refrigerator	6025-S	DDHS
Delfield 6000- slide door /drink refrigerator	F5PR72D	DDHS
Delfield 6000- under counter refrigerator	18SC47R	DDHS
Delfield 6000- under counter refrigerator	18SC47R	DDHS
Manitowoc Koolaire Ice Machine/Storage Bin	KY-1350 A/K-970	DDHS
Frymaster Deep Fryer	FPH250SC	DDHS
Hobart Dishwasher	C44A	DDHS
Hotco Booster Heater (dishwasher)	C-54	DDHS
Hotco Overhead Heat Lamp		DDHS
Hotco Overhead Heat Lamp	GBFFBC-18	DDHS
ISE-Insinkerator SS-300	SS3007MRSTDR	DDHS
Mull-tron Exhaust Hoods	BFC132-54	DDHS
Mull-tron Exhaust Hoods	BCF108-54	DDHS
Thermo-kool walk-in fridge/freezer/codenser		DDHS
Southbend Range Oven	13640	DDHS
Southbend Convection Oven	SLGS/12SC	DDHS
Star-Range Kettle Stove	601SPR	DDHS
Victory 2 Door Freezer	FSA-ID-S7-HD	DDHS
Vulcan Flat Top Grill w/ side stove burners	948A2R	DDHS
Wells-Steam Table Built In	MOD500TDM	DDHS
Wells-Steam Table Built In	MOD200DM	DDHS
Wells-Soup Warmer Built-In	SS10ULTD	DDHS

Exhibit C

WOW Appliance Inventory

WOW EQUIPMENT	Model #	Location	Condition	Value to Replace
Amana Commercial Microwave	RCS810LW	bakery	working	\$1,245.00
Amana Commercial Microwave	RCS810LW	bakery	working	\$1,245.00
Anvil Char Broiler Grill	CDR9036	hotline	working	\$1,100.00
Hobart Slicer	GC120	next to salad fridge	working	\$6,729.00
Blodgett Double Stack Convection Oven	FCO-1N	next to stove	working	\$5,291.00
FWE Food Warmer	TS-1826-18	service line	working	\$2,200.00
FWE Food Warmer	PS-1220-8	service line	working	\$1,500.00
Groen- Steam Kettle	TDB/7-40	hot line	working	\$6,200.00
Globe Stand Mixer 50 Qt		bakery	working	\$2,400.00
Star- Range Kettle Stove (French Ring)	601SPR	hot line	working	\$800.00
Burr Mixer		Salad bar	working	\$1,000.00
True 2 Door Reach-in refrigerator	T-49	east wall next to dishroom	working	\$3,345.00
Merry Chef Oven		Servery Line	working	\$8,200.00
Merry Chef Oven		Servery Line	working	\$8,200.00
Delfield Under counter Refrigerator		next to salad sink	working	\$2,200.00
Delfield Under counter Refrigerator		on servery line	working	\$2,200.00
Blender/Food Processor/Sm Mixers		Throughout the kitchen	working	\$1,000.00
Small Wares		Throughout out the kitchen	working	\$20,000.00
Cash Register System		Servery	working	\$8,000.00
72" Stainless Steel Tables		In the Kitchen	working	\$400.00
Rolling Rack		Freezer	working	\$500.00
Rolling Rack		Walk In	working	\$500.00
Rolling Rack		Kitchen	working	\$500.00
Frozen Soft Serve Machine	Spaceman	Next to Salad Bar	new	10,812.00
Total				\$86122.00

Exhibit D




John L. Cook - Mayor (Subject)
720.344.2455
Date: September 17, 2018
1200 Federal Boulevard
Denver, Colorado 80204

DENVER HUMAN SERVICES CENTER
1200 FEDERAL BOULEVARD
DENVER, COLORADO

GENERAL NOTES:
1. WALL LOCATIONS, ELECTRICAL DEVICES, AND CONDUIT ARE SHOWN FOR REFERENCE ONLY.
2. AREA MEASUREMENTS ARE BASED OFF OF CAD DRAWINGS AND NOT PHYSICAL WALKS OF THE AREAS.

Denver Human Services Building
1200 Federal Blvd
Denver, Colorado
Third Floor

Project Number: 08_2018_07
Date: June 29th, 2018
Revised:

SHEET TITLE:
1200 FEDERAL BLVD
HUMAN SERVICES CENTER
3RD FLOOR, 1012

SHEET NUMBER:
S1.0.3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2016

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

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

PRODUCER CCIG 5660 Greenwood Plaza Blvd. Suite 500 Greenwood Village, CO 80111	CONTACT NAME: PHONE (A/C, No, Ext): (303) 799-0110	FAX (A/C, No): (303) 799-0156
	E-MAIL ADDRESS: info@thinkccig.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Auto Owners Insurance Company		18988
INSURER B : Pinnacol Assurance		41190
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Work Options for Women
 1200 Federal Blvd
 Denver, CO 80204

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		74058700-15	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		4805870002	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4805870000	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N / A	4006542	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver, Denver Department of Human Services 1200 Federal Boulevard Denver, CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2016

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

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

PRODUCER CCIG 5660 Greenwood Plaza Blvd. Suite 500 Greenwood Village, CO 80111	CONTACT NAME: PHONE (A/C, No, Ext): (303) 799-0110		FAX (A/C, No): (303) 799-0156
	E-MAIL ADDRESS: info@thinkccig.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : The Hartford Insurance Group			22357
INSURED Work Options for Women 1200 Federal Blvd Denver, CO 80204	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime (w/ Burglary)			34BDDHM0160	07/13/2016	07/13/2017	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Theft of Client Property only.
 Commercial Crime covers is afforded to The City and County of Denver. Coverage includes theft of City's money, securities or valuable property by contractor's employees, including subcontractors. The City and County of Denver is a Loss Payee as their interests may appear.

CERTIFICATE HOLDER

CANCELLATION

The City and County of Denver Denver Department of Human Services 1200 Federal Boulevard Denver, CO 80204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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