

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SECURITAS SECURITY SERVICES USA, INC.**, a Delaware corporation, with an address of 9 Campus Drive, Parsippany, NJ 07054 (the “Contractor” or “Sub-Awardee”), jointly the “Parties”.

RECITALS

WHEREAS, The Parties entered into an Agreement executed on December 23, 2021, to diligently undertake, perform, and complete all of the services set forth in Exhibit A, Scope of Work, to the City’s satisfaction.

WHEREAS, The Parties wish to modify the Agreement as set forth below.

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

1. **Exhibit A** will be deleted in its entirety and replaced with **Exhibit A-1**, Scope of Work, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** will be changed to **Exhibit A-1**.

2. Except as amended in this Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

3. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City, and if required by Charter, approved by the City Council.

EXHIBITS

EXHIBIT A-1: Scope of Work

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[SIGNATURE PAGES TO FOLLOW]

Securitas Security Services USA, Inc.
Genrl-202265808-01; Legacy: Genrl-202161226-01

Contract Control Number: GENRL-202265808-01 [GENRL-202161226-01]
Contractor Name: SECURITAS SECURITY SERVICES USA INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

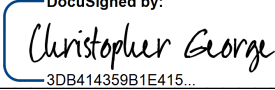
By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202265808-01 [GENRL-202161226-01]
SECURITAS SECURITY SERVICES USA INC

By:  _____
3DB414359B1E415...

Name: Christopher George
(please print)

Title: Area Vice Preseident
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1 SCOPE OF WORK

SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

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

B.1 SECURITY EXPECTATION:

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

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

The Contractor's Account Manager will report directly to the Chief Security Officer (“CSO”) within the Department of General Services’ Administration Division or their designee. The Account Manager will not be directly billed or compensated; their pay and benefits will be encompassed into the ‘All Inclusive Billing Rate Per Hour’ rates.

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

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

B.2 LINE OF AUTHORITY:

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

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

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

In addition to issuing, amending or rescinding procedures, the CSO may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the

Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

CLIENT CITY AGENCIES:

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

B.4 GENERAL GUARD DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

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

1. General Security Guard Duties

- a. Security Guards ("Guards") are to be responsible for all phases of building/site protection. Specific duties and Post Orders will vary based on the unique needs of the assignment, post and location. It is the City's expectation that the Contractor will consult and work with the City to formulate optimal Post Orders; however, for some locations, the Post Orders will be provided to the Contractor by the City.
- b. In general, duties may include, but are not limited to, the following:
 - i. Conduct walking and/or driving security tours/patrols of premises and reporting suspicious behavior, activity, concerns or damage.
 - ii. Render basic first aid including Cardiopulmonary Resuscitation (CPR) and Automated External Defibrillator (AED) within the scope of a guard's basic lifesaving education.
 - iii. Guard City property against fire, theft, pilferage, destruction, and vandalism.
 - iv. Permit only authorized persons to enter restricted areas.
 - v. Report to the CSO or their designee, violations of security outlined herein, breaches of security, and issues deemed by the CSO as urgent or of an emergency nature.
 - vi. Screen individuals entering public buildings/facilities using x-ray machines, walk-thru magnetometers, security wands, and etcetera.
 - vii. Report violations of fire safety regulations.
 - viii. Guards will be required to conduct, and log specified activity or interval checks of facility doors, entry ways, hallways, stairwells, key controlled elevators (as applicable), building system statuses e.g. boiler gauges, mechanical room gauges and etcetera.
 - ix. Conduct and log maintenance check tours of facilities, making certain to report to the City such things as lights out, water leaks, and etcetera.
 - x. Provide general information to the public (directions to buildings, offices, floors, and etcetera.).
 - xi. Perform additional duties unique and as required to individual agencies and/or locations/deployments.
 - xii. Ensure no prohibited contraband shall pass through the security checkpoints of any City and County of Denver operated facility or property. The following exceptions apply:
 1. Law Enforcement/Peace Officers
 2. On duty contractors with a business need to possess a prohibited object must surrender their state issued driver's license or identification card. Failure to do so will result in a review of the contract by the Department of General Services' Contract Office.
- c. Other duties may include but are not limited to special orders, escort of City employees, additional

tours of duty, monitor after hours visitor logs, raise/lower flags when requested, turn on/off lights at beginning/end shift times, additional personnel requirements and etcetera. Instructions may change at any time; however, twenty-four (24) hours' notice will generally be given to the Contractor by the City.

2. Guard Conduct and Expectations

- a. Guards are to maintain continual high standards of professional conduct while on duty.
- b. Guards are to be courteous, polite, and professional in their duties; especially when dealing with the public.
- c. No visitors or guests of Personnel will be permitted to loiter on the job site at any time. Personnel may not bring pets, guard dogs, or other animals on the site without the specific written permission of the CSO or their designee.
- d. Guards are to remain available and in continuous contact with their Supervisor and City dispatchers by radio or telephone, throughout their shift.
- e. Guards shall not possess or introduce any prohibited items, including weapons or self-defense items into any City property without prior approval from the CSO or their designee.
- f. Guards shall always be alert and awake.
 - i. Sleeping during shift(s) is prohibited. Guards found sleeping during their shift are subject to grounds for removal from their post.
 - ii. Contractor shall agree NOT to assign any personnel to perform security services hereunder who has worked in any capacity more than twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week, except for emergency situations as determined by the City.
- g. Excessive cell phone usage will not be tolerated. Guards are to remain alert and aware of their surroundings at all times.
- h. Guards are to be free from any condition that might adversely affect fitness for the duties of their position.
- i. Guards are to remain on the property throughout their entire shift, or until properly relieved by another Guard or Supervisor.
- j. Meal breaks are to be taken on the site in an area approved by the City. Guards will remain observant during the meal break and be prepared to respond as required. No eating or drinking will be permitted at any security post. No coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment. Reading material, cooking appliances, hobby craft materials, or any other non-essential material will not be allowed on the site unless specifically authorized by the City.
- k. Meal breaks, and break times are unpaid throughout all locations including DHS locations.
- l. Guards will remain on active patrol, or in an approved location throughout their shift. It is preferred that Guards use an electronic tour/patrol system to log their findings during an appointed patrol round, however, other methods may be acceptable to the City.
- m. Guards may also be required to monitor, use, and interact with video surveillance equipment owned and maintained by the City.
- n. Guards are to be trained to respond appropriately with both firmness and politeness in the case of aggressive or belligerent behavior by an occupant or visitor. If such action does not result in de-escalation of the situation, they are to calmly refer the occupant or visitor to their Supervisor for assistance, and in the event of menacing or threats, Guards are to follow post orders.
- o. The primary function of Guards is to observe and report. Guards shall not use physical force against any person, except for the use of reasonable force only to protect oneself, or another person, and then only as a last resort.
- p. Prior to assignment, Guards are to be educated with facility layout, equipment at their assignment or post, locations of access control devices and/or other emergency equipment.
 - i. Guards are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
- q. Guards are to sign in and out of the contractor's electronic timekeeping system.
- r. Notations are to be made in a designated log as to the disposition of any keys, locking systems, clocks, Post Orders, etc., required for use at their post.

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

3. Appearance

- a. No Guard may begin duty until he/she has a complete set of approved uniforms and accessories.
- b. Agents are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Guards are expected to avoid radical hair fashions, or cuts (e.g. Mohawks or spikes); for safety long hair is to be pulled back or worn in a bun; where possible, tattoos(s) and body piercings(s) [other than ear and nose] are to be covered. Moustaches and beards are to be neat..
- c. Clothing will be appropriately sized and worn as designed. Uniforms shall be clean, free of wrinkles, and are to be worn and maintained in a professional manner, with buttons always secured unless otherwise directed.
- d. Guards shall always display their picture identification (I.D.) and security guard license
- e. Leather footgear shall be shined.
- f. Guards shall have their security guard license and their Armed License Endorsement Certificate (as applicable) on their person, at all times while on post.
- g. Guards reporting for duty who do not meet the standards outlined in this section will not be accepted by the City. Should the City notify the Contractor that a Guard is unacceptable because of personal

hygiene, abusive behavior, or reasonable suspicion of substance abuse, the Guard is to be immediately removed from the job site by the Contractor. The Contractor has two hours to have a replacement placed on duty for the vacated post, backfilling with trainers, supervisors or management in the interim. The City will not be billed for a vacated post.

4. Soliciting

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

5. Gratuities

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

6. Smoking

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

7. Security Guard Qualifications

- a. Security Guard License: Guards assigned to the City shall:
 - i. Possess a valid Security Guard License issued by the City, at all times and without interruption, as prescribed in Denver Revised Municipal Code (D.R.M.C.) Chapter 42- 133 (See ATTACHMENT G – Reference Glossary)
 1. The Contractor must ensure that all Armed and Unarmed Guards working under this contract are in full compliance with all requirements outlined under this rule.
 2. Guards must have a current, valid Security Guard license issued by the City's Department of Excise and Licensing in their possession **prior** to being assigned to the City. Including any required endorsements for the City's deployment location.
 - a. There are no exemptions. There is no on-the-job-training, nor holding/waiting period that shall be paid by the City.
 3. Proof of licensure should be available from the Contractor upon request by the City any time throughout the life of the contract.
 4. Guards are required to carry their Security Guard License while on duty at a City facility.
 5. Armed Guards are to obtain and retain an Armed License Endorsement Status in accordance with all weapon endorsements under Section 42 of the Denver Revised Municipal Code and policies set forth by the City and County of Denver Department of Public Safety. Armed Guards are required to carry their Armed License Endorsement Status Certificate while on duty at a City facility.
 6. Contractor and its security guards shall comply with as applicable any future policies and/or changes and/or requirements of the City and notably the City's Department of Excise and Licenses and Public Safety.
 - ii. All Guards providing direct service to the City will be employees of either the Contractor or its subcontractors and will NOT be Federal IRS 1099 Independent Contractors.
 1. The City is not obligated or liable to any party other than the Contractor. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties except upon prior written consent and approval of the City to such assignment or subcontracting. Should assignment or subcontract occur, the subcontractor will be required to abide by all rules and regulations set forth in this scope of work and resulting agreement.

- iii. Physical Qualifications: Guards shall be
 - 1. Physically, mentally, and emotionally capable of performing all duties required for their assigned post/ duties.
 - 2. In good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/ patrolling for an entire shift(s), climbing stairs, running and self-defense.
 - 3. Capable of lifting a 25 lb. fire extinguisher, lifting and carrying a small child, and assisting in the lifting of handicapped persons during a building evacuation.
- iv. Citizenship
 - 1. All Personnel working under this Agreement shall be citizens of the United States of America or legally authorized to work in the United States. The Contractor is required to produce evidence of such citizenship or authorization(s). Acceptable evidence shall consist of a state issued birth certificate, appropriate naturalization papers, or Immigration Customs Enforcement Services work authorization(s).
 - 2. Contractor is to take all necessary steps to verify that the citizenship documents are genuine, and the identity of the worker is legally eligible for employment. Contractor shall save the City harmless for any fines, assessments, or judgments because of such violation.
- v. Literacy
 - 1. Guards are to be literate in English to the extent of reading, comprehending, and demonstrating their understanding (through actions and behavior) of printed regulations, written orders and instructions, and be able to draft reports, which convey complete information.
 - 2. Guards must be able to speak clearly in English.
 - 3. Active bilingual capability is a plus when dealing with and assisting the public and is encouraged.
- vi. Job Knowledge & Cognition
 - 1. Guards are to possess the capacity to acquire a good working knowledge of all the duty requirements within the terms of this Scope of Work. Prior to assignment, Guards shall be trained to perform their duties related to the facility they are being assigned. Cross training for multiple posts is acceptable.
 - 2. Guards will have successfully completed the necessary training outlined in Sections B.5 and B.6 and the Contractor will provide proof of training to the City.
- vii. Disqualification
 - 1. In performance of the services to be rendered and materials to be provided to the City under this proposal, Contractor shall only employ, retain, hire and/or use individuals not subject to the causes for denials identified in Denver Municipal Code Sec. 42-142. In addition, Contractor shall not employ, retain, hire or use any individuals that have been convicted of or released from incarceration for any of the offenses identified in Denver Municipal Code Sec. 42-142(b), (c), or (d) within the prior seven (7) years, unless the Contractor receives prior written permission from the Executive Director of General Services. The Executive Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to the grant of such permission.
- viii. Background Check and Notification of Conviction
 - 1. Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term “employee” for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:
 - a. Social Security Number Trace;
 - b. Federal Criminal Records (includes wants, warrants, arrests, convictions,

- and incarcerations);
 - c. Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
 - d. Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
 - e. National Sexual Offender Registry Search.
2. The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.
 3. In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations that require NCIC background checks are as follows:
 - a. Denver Animal Shelter
 - b. Detention Center
 - c. Denver Crime Lab
 - d. Police Administration Building
 - e. All DHS Facilities
 4. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, all employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.
 5. Contractor warrants they are supplying employees who have passed a national background check(s) pursuant to ARTICLE V. - PRIVATE SECURITY BUSINESSES AND PRIVATE SECURITY GUARDS Section 42-131 of the D.R.M.C (See ATTACHMENT G – Reference Glossary). Contractor warrants that all security employees assigned to work under this Agreement shall receive an annual background check pursuant to Section 42-131 of the D.R.M.C. Contractor shall provide proof of successful background checks for all personnel working under this contract prior to the continuation of work. Contractor shall provide proof annually of successful background checks of all personnel working under this contract due on January 15th of each year.
 6. Contractor warrants that they shall notify the City if any employees assigned under this Agreement are convicted after hire of any crimes specified in Section 42-142 of the D.R.M.C. (See ATTACHMENT G – Reference Glossary),
 7. Contractor agrees to defend, indemnify and hold harmless the City, its officers, directors and employees for any claims, suits, or proceedings alleging a breach of these warranties.
 8. Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

B.5 GENERAL TRAINING REQUIREMENTS:

1. Contractor is to have an established training program in which all Personnel have participated and successfully completed, with testing. The training must be provided by a certified instructor and results must be documented for each of the Contractor's Personnel available to the CSO or their designee upon request. Training must be completed no later than February 25, 2022.
2. The Contractor is to provide, at their own expense, a MINIMUM of forty (40) hours of training for Guards and Supervisors prior to their post assignment. The training provided by the Contractor is to be sufficiently comprehensive to ensure the Contractor's Personnel will perform their duties effectively and must include a MINIMUM of sixteen (16) hours of orientation training and an additional twenty-four (24) hours of instruction specific to the Guard or Supervisor's post(s). In no particular order, training includes, but is not limited to:
 - a. Security policies, procedures and post orders
 - b. Ethics, customer service and professionalism
 - c. Equity, diversity and inclusion
 - d. Investigatory techniques
 - e. Observation techniques
 - f. Challenging and de-escalation techniques
 - g. Self-defense techniques
 - h. Crowd control
 - i. Interaction with law enforcement
 - j. Patrol and/or perimeter procedures
 - k. Report writing
 - l. Ingress and egress control
 - m. Radio communications
 - n. Emergency medical assistance and first aid
 - o. Terrorism issues
 - p. Workplace violence
 - q. Probable cause and use of force
 - r. Implicit bias
 - s. Operation of and/or orientation on security and alarm systems
 - t. General fire prevention and safety, including 'fire watch' duties.
 - u. Evacuation procedures
 - v. Security screening, property search and/or mail and package screening processes (metal detector, x-ray machine, and wand)
 - w. Location/Post specific instruction
 - x. Standard Response Protocol (City led training)
 - y. Guard House procedures (post specific)
 - z. Weapons training including firearms (position specific)
 - aa. Handcuff use (Armed Guards and Supervisors only)
 - bb. Defensive Driving (position specific)
 - cc. Guard demeanor and professionalism while on duty, as dictated by each City agency and the Contractor.
 - dd. Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness (City led training)
3. The post exceptions requiring additional education are control room guards and armed guards. Control room guards shall receive additional education of forty (40) hours, in five, eight-hour shifts, prior to staffing a control room post. Armed Guard educational requirements are detailed in section 4, below.

B.6 ARMED GUARDS

1. The Contractor shall be responsible for training Armed Guards in the use of weapons including firearms, baton, and less than lethal measures.
2. The Contractor shall provide a MINIMUM of 24 (three, eight-hour training days) hours of specialized

firearm training, by a certified trainer.

- a. Certified trainers shall be certified by a state or nationally recognized and accepted law enforcement/security educational body. Some examples are trainer certifications from nationally recognized law enforcement /security educational body's such as- NRA-LE division, IALEFI, FLETA-FITP, NLEFIA
- b. The twenty-four (24) hour minimum education for Armed Guards must occur prior to assignment to an armed post and be in addition to the forty (40) hours of orientation and post specific education by the Contractor.
 - i. Thereafter, the Contractor will provide recurring monthly and quarterly training for Armed Guards to include performance reviews, firearms proficiency testing that includes range time, firing duty/carry weapons with a minimum of 100 rounds and continuing education centered on use of lethal force, situational awareness, shoot/ no shoot scenarios, de-escalation techniques, and legal implications of Armed Guard postings that may include use of lethal force.
 - ii. The Contractor shall be responsible for providing to the City a certificate or letter from the operator of the training course certifying that each Armed Guard has successfully completed the initial firearm training course and required subsequent annual refresher courses.
 - iii. The possession and use of weapons by Armed Guards shall be in strict conformance with all applicable and jurisdictional laws of the U.S. Government, the State of Colorado and the City
 - iv. Proficiency in the use of specific firearms must be demonstrated when a Guard is initially employed to service in the subsequent contract by the successful completion of a training course approved by the CSO.
 - v. Armed Guards shall only carry weapons which have been approved, and/or issued by the Contractor and reviewed and approved with the CSO.
 - vi. All weapons carried by Armed Guards will be serviced annually and prior to being placed into service, by a certified factory armorer of the weapon's manufacture. A weapon service log shall be maintained by the contractor and made available to the City, Denver Security Office and/or the CSO or their designee upon request, within 24 hours.
 - vii. Less than lethal devices, specifically pepper spray, carried by Armed Guards will be replaced annually to maintain serviceability.
 - viii. The contractor will provide an amnesty barrel/snail for ensuring safe operation, weapon clearing, checking weapon status of loaded or unloaded and to avoid accidental discharge of firearms at each location an Armed Guard is posted. Armed posts locations are specified by the CSO or their designee.
 1. All amnesty barrels/snails will be kept in an inconspicuous space, with access controls and dedicated to the contractor's office areas.
 - ix. The contractor will ensure that Armed Guards have passed a psychological examination from a state approved Contractor, whose primary role is the conduct and testing of law enforcement and security personnel by and for 'fit for duty' examinations specific to Armed officers and the use of lethal force.
 - x. Annual recertification must be performed with all personnel on all eligible posts prior to commencement of work and when required by the CSO.
 1. Annual recertification must at a MINIMUM meet the same requirements as the initial certification. The Contractor will be required to provide proof of the annual recertification upon request by the City.
 - xi. At any time and for any reasonable cause, the CSO or their designee may ask for an Armed Guard to be removed from a post and the City security account and ask the contractor for psychological 'fit for duty' re-examination.
 - xii. In addition to new hire and initial training, the Contractor shall provide ongoing on- the- job training in response needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all regulatory requirements.
 - xiii. At the discretion and request of the CSO, the Contractor may be instructed to conduct an after-action meeting immediately following an incident for training purposes.

- xiv. All training provided shall be at the Contractor's expense, and the Contractor shall not request additional remuneration for training provided to its Personnel.
- xv. At the discretion of the City, its agencies or the Denver Security Office, removal or suspension of all Armed Guards may be necessary. The contractor will comply with this request immediately and replace all Armed Guards with Unarmed Guards, without incurring any loss of staffing or open post(s).

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

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

B.8 ACCOUNT MANAGER DUTIES, CONDUCT, EXPECTATIONS, QUALIFICATIONS

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

1. Physical security of the City’s assets
2. Development and enforcement of security policies and procedures
3. Preemployment screening
4. Crisis management
5. Business continuity planning
6. Executive protection
7. Investigation of security incidents
8. Employee security awareness
9. Law enforcement and governmental liaison
10. Information protection
11. Workplace violence protection
12. Termination support
13. Guard employment and supervision
14. Security systems management

B.9 MANDATORY POSITIONS

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

1. The Account Manager shall:
 - a. Be the primary contact between the Contractor and the City.
 - b. Be stationed in the Wellington Webb Municipal Building.
 - c. Work with the CSO to develop detailed job specifications, duties, roles, responsibilities, and etcetera.
 - d. Work full-time (40 hours/week) for the City account; schedule will be determined by the CSO and is subject to change.
 - e. Have overall operational and supervisory responsibility for all aspects of security services for the City.
 - f. Possess a MINIMUM of five (5) years of experience supervising security accounts similar to the scope and requirements herein.
 - g. Be available to the City 24 hours a day, 7 days a week, 365 days per year.
2. As the Contractor deems appropriate, additional Contractor personnel including managerial and supervisory staff shall:

- a. Manage the City's account and be the point of authority in the absence of the Account Manager.
 - b. Be available to the City 24 hours a day, 7 days a week, 365 days per year.
 - c. Managerial and supervisory staff shall maintain reports on the Personnel regarding inspections, shifts, weekends, holiday, and etcetera.
 - d. Managerial and supervisory staff must have the authority to respond to the requests of authorized City personnel to make immediate necessary changes, additions, removals, or modifications in the services provided to meet the daily needs of the City. The CSO will provide a list of authorized City personnel.
3. Multiple Unarmed Guards
 4. Multiple Armed Guards
 5. Additional positions as applicable or as Contractor deems necessary

B.10 COMMUNICATIONS REQUIREMENT:

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

B.11 Additional Contractor Requirements:

See ATTACHMENT D for:

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

B.12 BENEFITS-REQUIRED MINIMUMS:

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

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

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

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

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

B.13 IMPLEMENTATION REQUIREMENTS:

1. The Contractor shall execute a transition plan as proposed and accepted by the City.
2. The Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for their personnel including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with Denver Revised Municipal Code (DRMC) § 42- 131 through § 42-167. (See ATTACHMENT G – Reference Glossary).
3. The Contractor is to submit to the City, ninety (90) days prior to service start date of the contract the following:
 - a. Lists of the Guards, Managerial staff, Supervisors, Trainers, etc. assigned to the City account and include copies of their valid Security Guard License(s), Armed License Endorsement Status Certificate, Driver's Licenses, copies of all written candidate background investigation reports and evidence of Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED) and First Aid training.
4. The Contractor is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Guards contained in ATTACHMENT D.
5. New Post Assignment: Existing Guards assigned to new posts shall be required to be oriented and instructed by the Contractor's trainers in the areas outlined in the training requirements prior to commencing their tour of duty with a MINIMUM of twenty-four (24) hours instruction specific to unarmed posts. An additional MINIMUM of twenty-four (24) hours of instruction for armed posts. The twenty-four (24) hours for armed posts will include firearms specific training, as outlined, herein.
6. Defensive Driving Course: Any Contractor personnel assigned to operate a vehicle must have completed a City approved Defensive Driving Course. The CSO shall be supplied with copies of the training manual and all training materials. The guidelines of this course should be comparable to those used by a certified defensive driving training school. Copies of each employee's driver training record shall be kept on file and the CSO may review the records upon request. The Contractor shall not request, and the City shall not provide, additional remuneration for Defensive Driving Courses.

B.14 REPORTING AND ANALYSIS:

1. The Contractor is to provide the City with comprehensive reporting and analysis regarding but not limited to daily operations, patrols, tours, and incidents. Contact information will be provided upon award by the City.
 - a. At the discretion and request of the CSO, data shall be available in its raw, native format (e.g. Excel, csv, txt) and/or access be granted to the CSO to the Contractor's reporting system.
 - b. Reporting shall be available from a high-level down to a specific location.
 - c. Contractor shall ensure accurate, verifiable timekeeping records, utilizing an electronic timekeeping system for all the Contractor's personnel. Contractor may be required to provide access for the electronic time keeping system to the City.

- d. Contractor shall maintain reports regarding inspections, shifts, weekends, holidays, and etcetera.
- e. Contractor shall provide data in support of the daily activity summary (DAS) accounting for the previous 24-hours of incident reports, notable events, after hours emergency calls, elevator specific issues, security equipment issues, facility specific conditions, data describing the completion of required patrol rounds, prohibited/confiscated item counts by facility and people counts (employees and visitors) by facility. Such summary reports must be made available upon request to each Client City Agency reporting activity at their particular agency.
- f. Contractor shall provide monthly reporting, due on the 15th of each month for the month preceding, including breach details and trend analysis in relation to the overall account, locations and deployments to reflect incidents and other data over defined time-periods. Such summary reports shall not preclude the Contractor from reporting daily, or immediately to the designated Client City Agency contact about such circumstances and events of significance.
 - i. Contractor also shall provide a log of vehicular patrols and any other vehicular activities relating to the CSO on a monthly basis due on the 15th of each month for the month preceding.
- g. Contractor shall conduct and provide an annual deployment analysis and make recommendations to the CSO on redeployments and areas of improvement. The CSO will determine what criteria is to be included in this analysis. This deployment analysis will be due on the 28th of February each year for the following calendar year January 1.
- h. Contractor shall provide an annual comparative analysis with other entities in the Denver metropolitan area, along with comparable cities in other states. The CSO will determine what criteria is to be included in this report. The comparative analysis report will be due on the 28th of February of each year.
- i. Contractor shall provide additional reporting as required by individual agencies.

B.15 QUARTERLY SCORECARD REVIEW PROCESS:

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

B.16 CONTRACTOR'S PERFORMANCE AND PERFORMANCE FAILURE:

If, in the opinion of the CSO or Client City Agencies listed as managing security at their sites, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction. The Contractor shall be liable to the City after written notification, as liquidated damages and not as a penalty, the amount noted below for each and every failure in performance by the Contractor. The City shall have the right to make deductions from any amount due or that may become due to the Contractor or collect such liquidated damages from the Contractor or his surety. The CSO will have the authority to impose or waive fees. The CSO may require process changes or other items in lieu of administering liquidated damages. Instances where deductions from unpaid billings

may occur and the specific deductions for it shall include:

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

1. Performance failures that continue, as determined by the CSO or their designee, beyond five (5) days, shall subject the contractor to a 0.1% penalty based on the overall, annual, contract value. The penalty assessed shall be of 0.1%, per five (5) day period that the performance failure continues uncorrected or remedied by the contractor. Contractor penalties shall be deducted from the contractor's payments from the City and will be clearly labeled as such.
2. As an example, a performance failure that is properly identified, with written corrective action sent to the contractor but remains uncorrected by the contractor for one (1), five (5) day period would subject the contractor to a penalty of \$25,000.
3. Note: Zero penalties have been assessed in the past 12 months.

B.17 INVOICING:

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

B.18 AGENCY SPECIFIC SCOPES OF WORK:

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

security requirements or recommendations and the availability of appropriated funds.

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

All facility additions or service increases require the approval of the Chief Security Officer and the Executive Director of General Services or the Executive Director's designee. No additional services can be performed until therequired approvals are obtained and a Notice to Proceed letter is issued. Contractors will not be paid for any work performed without proper authorization.

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

DENVER ARTS AND VENUES LOCATION AND SPECIFIC REQUIREMENTS

Address:

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

Facility Specific Requirements:

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

DENVER COUNTY COURT PARKING MAGISTRATE LOCATION AND SPECIFIC REQUIREMENTS

Address:

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

Facility Specific Requirements:

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

DENVER HUMAN SERVICES LOCATIONS AND SPECIFIC REQUIREMENTS

Addresses:

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

Facility Specific Requirements:

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

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

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

GENERAL SERVICES' DENVER SECURITY OFFICE LOCATIONS AND SPECIFIC REQUIREMENTS

Addresses:

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

Facility Specific Requirements:

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

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

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

Radios/Mobile communications:

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

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

GENERAL SERVICES’ PURCHASING DIVISION LOCATION AND SPECIFIC REQUIREMENTS

Address:

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

Facility Specific Requirements:

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

WASTEWATER MANAGEMENT DIVISION SPECIFIC REQUIREMENTS

Address:

- Wastewater Management Division, 2000 3rd Ave.

Facility Specific Requirements:

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

an Incident Report and reported to the agency contact.

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

Vehicle:

Contractor must furnish a vehicle assigned permanently to the Wastewater complex to facilitate patrol of the Wastewater facility, parking areas, etc. One vehicle will be required which shall be no more than five (5) years old throughout the term of the contract. The vehicle supplied must be capable of responding over varying terrain and during all weather conditions.

Wastewater Employee Check-in, Timekeeping, and Meals:

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

Special Requirements for Wastewater Supervisors:

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

Signing In and Out:

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

Weapons and Ammunition:

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

B.19 PAYMENT OF LIVING WAGES PROVISIONS:

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

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

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

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

B.20 MINIMUM WAGE ORDINANCE

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

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

B.21 FUTURE SUNSET/ TRANSITION:

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

- Cooperate on approximate 90-day transition of operations to incoming security contractor.
- Inventory, reconcile, and return/ transfer all City assets.
 - Reimburse the City for any lost or damaged assets.
- Provide all final reports outs and statuses.
- Provide a comprehensive last billing cycle minus credits due to the City within 45 days of contract operational conclusion.

B.22 PAY INFORMATION-INFORMATIONAL PURPOSES ONLY

Denver Government Services

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

MSO (Master Security Officer) \$25.72

B.23 PRICING INFORMATION & ANNUAL RATE INCREASES:

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

Pricing will remain fixed from January 1, 2022 through December 31, 2022. In March 2022, the Contractor may request an hourly wage increase that will go into effect on January 1, 2023. The initial base period for determining the increase will be July 2020 through July 2021. The hourly wage increase will be the same percentage increase as the percentage increase, if any, of the CPI from July 2020 to July 2021.

As a hypothetical example, if the CPI for July 2020 is 275.589 and the CPI for July 2021 is 281.314, the percentage increase would be 2.1 percent. ($281.314/275.589 = 1.0207$. Alternately, $281.314 - 275.314 = 5.725$. $5.725/275.589 = 0.0207$, which also equates to 2.1 percent. The percentage increase should be carried to one digit past the decimal point, and that digit may be rounded from the following digit.) (rounding: 0-4= down, 5-9 up) In the case of this hypothetical example, the hourly wage increase for 2023 would be 2.1 percent.

The hourly wage increase that would go into effect on January 1, 2024 (which must be requested in March 2023) would be based on the percentage increase of the CPI from July 2021 to July 2022. Should the contract term be extended beyond December 31, 2024, the same progressive year-to-year methodology would be employed to determine subsequent annual increases.

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