

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ALL AMERICAN RECORDS MANAGEMENT, INC.**, a Colorado corporation, with an address of 15580 East Hinsdale Circle, Centennial, CO 80122 (the “Contractor”), jointly “the Parties” and individually a “Party.”

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Chief Information Officer of Denver Technology Services, (“Chief Information Officer”) or, the Chief Information Officer’s Designee.

**2. SERVICES TO BE PERFORMED:** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work; Exhibit C, Disaster Contingency Planning; and Exhibit D, Storage and Shredding Pricing**, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services, stated herein and in the attached exhibits, in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on December 15, 2018, and will expire on November 30, 2023 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**A. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

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

**C. Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation

required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Five Hundred Fifty Thousand Dollars and Zero Cents (\$1,550,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

**5. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). The City does not (1) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for the Contractor, provided that the Parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (3) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (4) terminate the

work of the Contractor for cause during the Term unless the Contractor violates the terms of the Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (5) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (6) provide tools or benefits to the Contractor; (7) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

**6. TERMINATION:**

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

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

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

**D.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents

and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE.”

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

9. **INSURANCE:**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the



Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

**F. Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain

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

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

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

**I. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

**J. Additional Provisions:**

(1) 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); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (e) No exclusion for sexual abuse or molestation.

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

**10. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

15. **NO AUTHORITY TO BIND CITY TO CONTRACTS**: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

**17. CONFLICT OF INTEREST:**

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

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

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

Chief Information Officer of Technology Services or Designee  
1437 Bannock St., Room 002  
Mailbox #P3  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

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

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

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

**B.** The Contractor certifies that:

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

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

**C.** The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

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

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

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

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

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

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

**20. PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE:** This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as amended. On the request of the Agency, the Contractor shall verify the lawful presence in the United States, of each natural person eighteen years of age or older (the “Applicant”), who applies for Federal, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. On the request of the Agency, the Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit. Where applicable, the Contractor shall maintain copies of each Applicant’s identification documentation and affidavit, and shall make such copies available to the City upon request.

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

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

**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote 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 identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

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



the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor;

however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

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

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

The Contractor shall fully coordinate all logo use under to the Agreement with the Director of Marketing, ("Director") or, if and as directed, with a designated supervisory Manager or Director, ("Project Manager"). The Contractor shall submit sponsor proposals to the Project Manager [or Director]. No sponsorship shall be arranged which would violate other City obligations or any law, rule, or executive order of the City. Except for variances clearly marked, identified and approved by the Director, sponsorship and logo use shall conform precisely to forms which have been pre-approved by the City. Other promotional opportunities or rights must be included as the subject of a regularly executed written agreement to which the City is a party. The Contractor agrees to refrain from doing anything which would tend to discredit, dishonor, reflect adversely upon or in any way injure the good name or business of the City. Except as otherwise specifically provided herein, all records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director shall become the property of the City. The Contractor agrees to allow the City to review any of the procedures

used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

**31. CONFIDENTIAL INFORMATION AND DATA:**

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

**B. Data Security:** Contractor shall provide for the security of all City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), (vii) Colorado House Bill 18-1128, and (viii) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Addendum attached to this Agreement. The Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of protected health

information to which the Contractor has access, and if applicable, the Contractor shall comply with all requirements contained in the attached **Exhibit A**.

**C. Use and Protection of City Data:** Contractor shall take all necessary precautions, including, but not limited to, safeguarding the storage of City Data, restricting which employees are given access to City Data, and protecting City Data from unauthorized access, usage, or release. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.

(1) The Contractor recognizes that it alone is responsible for the use of information provided to it pursuant to the terms of this Agreement, and the Contractor shall comply with all security and access procedures established by the City. Except as expressly provided by the terms of this Agreement, Contractor also agrees that it shall 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 data, including Proprietary Data or City Data 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 data, Proprietary Data or City Data, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Executive Director and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(2) Contractor further agrees, with respect to the Proprietary Data and City Data, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3)

Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City. The Contractor shall use, hold and maintain City Data in compliance with all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all City Data wherever located. The Contractor shall provide the City with access, subject to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The City shall distribute or electronically transmit City Data to the Contractor using a secured method chosen by the City in its sole discretion.

(3) Contractor shall 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 City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

**D. Employees and Subcontractor:** Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination

of this Agreement. Contractor shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

**E. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

**F. Incident Notice and Remediation:** “Incident” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the City, as described in C.R.S. §§ 24-37.5-401 et. seq. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a City system or City information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a City system for the processing or storage of data; or (iv) changes to City system hardware, firmware, or software characteristics without the City’s knowledge, instruction, or consent. The Contractor shall maintain documented policies and procedures for Incident and breach reporting, notification, and mitigation. If the Contractor becomes aware of any Incident, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. If there is an Incident impacting residents of Colorado or any other jurisdiction, the Contractor shall cooperate with the City to satisfy notification requirements as currently defined

in either federal, state, or local law. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City.

**G. Data Retention and Destruction:** Using appropriate and reliable storage media, Contractor will regularly backup Data when applicable and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the City Data at the time of the request and place a "hold" on City Data destruction or disposal under its usual records retention policies of records that include City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

**H. Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City.

Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

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

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

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

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

#### **Exhibit List**

- Exhibit A: Scope of Work and Budget**
- Exhibit B: Proof of Insurance**
- Exhibit C: Disaster Contingency Planning**
- Exhibit D: Storage and Shredding Pricing**



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**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:** TECHS-201845423-00

**Contractor Name:** ALL AMERICAN RECORDS MANAGEMENT,  
INC.

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


Name: GRANT ECKHARST  
(please print)

Title: PRESIDENT  
(please print)

**ATTEST: [if required]**

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

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

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



## Combined SOW Shredding & Offsite Storage

Description of the goods, and services related thereto, being purchased and pricing:

### A.1 PRICING:

All prices quoted shall be firm and fixed for the initial two (2) years of the agreement.

All prices quoted regarding records management may be adjusted annually upon request, however, there will only be one (1) adjustment allowed every three hundred sixty (360) consecutive days. Such requested adjustments shall be accompanied by a justification letter from the Vendor to the City Records Manager, with any required supporting documentation for the requested increase.

In the event that the City and County of Denver's budgets have been capped and/or reduced, and/or City employee pay rates are frozen to budgetary constraints, then requested price increases may not be approved. All increases will be at the City and County of Denver's discretion, only.

Prices regarding future services after the initial term shall be negotiated and mutually agreed upon by the Vendor and the City and County of Denver Technology Services Department, taking into consideration that adjusted increases in prices shall not exceed the inflation rate as defined by the Denver-Boulder-Greeley, CPI index for All Items on Table 1 for All Urban Consumers. If the CPI has a significant decline, the City reserves the right to request that the Vendor reduce their rates.

[https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex\\_denver.htm](https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_denver.htm)

The Base Index for future rate increases shall be 248.095.

EXAMPLE: The following is an example of a potential rate increase:

- Vendor's initial price for storage rate per cubic foot is \$0.09 in July of 2017.
- Vendor and City have renewed after the initial two (2) year term and CPI Index for the 1st half of 2019 is 260.00.
- $[(\text{New CPI} - \text{Old CPI}) / \text{Old CPI}] \times 100\% = \text{Adjusted CPI \% increase/decrease}$
- $[(260.00 - 248.095) / 248.095] \times 100\% = 4.798\% \text{ increase}$
- The anticipated increase at the time of the renewal would be  $\$0.09/\text{cf.} \times 4.798\% = \text{A new rate per cubic foot of } \$0.0943.$

### A.2 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, picked up and/or delivered to various locations within the City and County of Denver.

### A.3 PAYMENT CONDITIONS:

Payment will be made monthly. Prepayments are not authorized for this agreement.

### A.4 DELIVERY CONSIDERATIONS:

Deliveries within the City and County of Denver shall be as follows for the pick-up and/or delivery within the Metro Denver Area or Denver International Airport:

- 1) Next Day Pick-up/Delivery: Call or order online by 12:00 pm on Business Day 1, pick-up and/or delivery expected by 12:00 pm on Business Day 2; call or order online by 4:30 pm on Business Day 1, pick-up and/or delivery expected by 4:30 pm on Business Day 2
- 2) Same Day Pick-up/Delivery: Call or order online by 12:00 pm, pick-up and/or delivery expected by 4:30 pm

## Exhibit A

- 3) Rush and After Hours Pick-up/Delivery: Call or order only at any time, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pick-up and/or delivery expected within two (2) hours

### A.5 PROCUREMENT METHODOLOGIES - DEFINITIONS:

- 1) P-Card: City Agency(ies) may utilize a City Credit Card (Procurement Card).
- 2) Blanket Purchase Orders (BPO): City Agency(ies) may establish a BPO, the Agency will place multiple orders using the same PO number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over that calendar year.
- 3) PO - City Agency(ies) may issue a single PO for a specific set of items for a specific instance that the Vendor will be required to invoice indicating the specific PO number.

### A.6 INVOICING REQUIREMENTS:

Vendor invoices must include the following details:

- 1) Contract number
- 2) Total charge
- 3) Unit price of each charge, extended and totaled
- 4) Quantity of each charge
- 5) Invoice number and date
- 6) Itemized charges, including:
  - a. Containers serviced / stored summary
  - b. Service date(s) or service period
  - c. Service location (Building name and address)
  - d. Trip charge(s)
  - e. Any additional agreed upon fees
- 7) Requesting City Agency contact information
  - a. Contact's name, phone number, email address, and Agency's Ship To address
- 8) Additional Documentation: Copies of the following documents may be required with invoice:
  - a. Copy of signed pick-up/delivery ticket (received by City from Vendor during transition).

### A.7 FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the vendor receives prior written permission from the Chief Information Officer.

The Chief Information Officer may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

All personnel handling sensitive material prior to shredding of material must have an approved protective security suitability check (PSSC) including criminal history, driver's license history, proof of citizenship or applicable work visa, and verification of all information submitted on the employment application.

All personnel of the Vendor who transport receptacles:

- 1) Shall have a current and valid driver's license for the appropriate vehicle of transport
- 2) Shall be able to read, write, speak, and understand English
- 3) Shall present a neat and tidy appearance and be in their company's uniform
- 4) Shall have proper identification badges indicating their employment with the Vendor
  - a. Badges shall be visible and worn at all times by the Vendor's employee
  - b. Badges may be required to contain, the Vendor's name, Employee's name, date of issuance, and the expiration date
- 5) Shall complete Criminal Justice Information System (CJIS) Awareness training.

## Exhibit A

### A.8 AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

### A.9 VENDOR PERFORMANCE MANAGEMENT:

Technology Services may administer a vendor performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the Technology Services of exceptional performance or any problems related to the purchased goods and services.

### A.10 VENDOR REQUIREMENTS:

The following shall apply for the entire term of this agreement:

- 1) **Records Retrieval:** Retrievals and re-files of boxes shall be performed upon demand. Vendor shall supply documentation for each retrieval, track each retrieval by box retrieved and name of the individual requesting the retrieval. No boxes are to be provided to anyone other than a City Agency Records Coordinator, City Agency Head, the City Records Manager, or City Representative that has been authorized by their respective Agency's Records Coordinator. All Authorized City personnel shall be required to provide proper identification upon request from the Vendor. There shall be no monthly limit on the number of retrievals or deposits that the City may incur.

2) **Delivery of Records:** Delivery considerations have been set in Section A.4 of this agreement. If the Vendor cannot pick-up/deliver the requested materials by the time periods established in Section A.4, then the City reserves the right to use a third party courier delivery service for pick-up/delivery at no additional cost to the City. If the third party courier invoices the City for services that were to be performed by the Vendor, then Vendor shall bear the cost of the invoices.

3) **Inventory and Tracking:** The Vendor shall have a secure, database, using bar-coded or RFID tags to track boxes, and will allow City users access via the internet to track/audit inventory, initiate storage/retrieval requests, and request or create reports. The City shall be able to export all data and all transactions are to be updated within 24 hours of each instance. Vendor's tracking system shall be capable of document the date and time of pick-up, delivery, and storage location of the City's records so that each record can be identified. The Vendor's system shall also be able to accept requests in an Excel comma separated value, and/or Zasio Versatile Enterprise report format. Any record not located or delivered in the expected timelines of Section A.4 shall be considered lost.

4) **Trip Charges:** Separate Trip Charges will not be allowed. A single trip charge will be incurred by the City for a pick-up or retrieval and delivery of a box. If a pick-up and delivery have been coordinated to take place at the same location, then only one (1) trip charge will be permitted and paid by the City.

5) **Permanent Removal:** The Vendor shall not apply a "permanent" removal charge or fee associated with a box that has been removed and not returned to storage. The City shall notify the Vendor of the intent to permanently remove a box and the Vendor shall remove that box from the City's inventory listing at no charge.

6) **Records and Paper Destruction:** Definitive destruction is defined as a state in which material cannot be reassembled and used in an inappropriate manner in violation of law. The result is that sensitive materials are destroyed by burning, wet-pulping, shredding, chemical decomposition or macerating to prevent reassembling.

- a. NAID AAA Certification is a requirement of this agreement. City and contractor acknowledge that contractor currently does not meet the City's requirement for NAID AAA Certification and as a condition for the continuation of this agreement will implement NAID AAA Certification within six months from the effective date. In the event that NAID AAA Certification is not fully implemented by the designated date as stated above, it will be considered a breach of this agreement and the City will be entitled to all remedies under the law. Destruction must also meet any state or federal legal requirements.
- b. Offsite storage records shall be destroyed only after their retention period has expired, in accordance with the records retention schedules approved by the City. Vendor shall provide written notification for records eligible for destruction at the request of the City Agency Records Coordinator or the City Records Manager. Records shall not be destroyed without written consent by the City Agency Records Coordinator.
- c. A box and its' contents shall not be destroyed until the City has confirmed the box's eligibility for destruction and confirmed the box's identity.
- d. The method of destruction for all records shall be secure shredding whereas the records shall be destroyed and rendered illegible. Secure shredding shall conform to the latest standards of the National Association for Information Destruction (NAID), Inc, Payment Card Industry (PCI), and the State of Colorado's standards for the destruction of Personally Identifiable Information (PII).
- e. All documents submitted for destruction will be shredded to no more than 5/16" x 1 1/8". All material shall be combined/mixed with other material and bundled for recycling or further destruction.
- f. All documents for off-site destruction shall be destroyed within forty-eight (48) hours of receipt from the City's location.
- g. Storage of shredded material awaiting shipment to recycling plant / paper mill shall be held in a controlled secure enclosed area. This enclosed area will prevent any material from being released

into an unsecured area. The controlled area will have lighting, surveillance and alarms to detect any unauthorized access. This surveillance will be maintained on a 24/7 basis. CCD will be notified of any security breach affecting SSA sensitive material. The purpose of this shredding / recycling program will be to ensure compliance with the latest CCD policies and procedures concerning disposal of office paper.

- h. The City reserves the right to witness the destruction process.
- i. A Certificate of Destruction (COD) shall be provided at no extra charge for all records destroyed using a format approved by the City Records Manager. The COD must be a separate document from standard invoices and contain at minimum the following information:
  - a. Amount of shredded waste (# of containers and # of pounds of shredded recycled paper)
  - b. Corresponding pick-up date/ID
  - c. Destruction Certification Document number
  - d. Destruction Certification date
  - e. Vendor signature and City Agency representative signature
  - f. Container tracking numbers if from offsite storage
  - g. Additional information may be requested by the City during the contract period
- j. The City reserves the right to destroy the records itself or have a third party destruction company pick up records from Vendor's storage location(s) to have records destroyed.
- k. The Vendor shall market destroyed paper material for recycling. All destroyed City materials shall not be diverted to a landfill or used for waste-to-energy.
- l. The Vendor will provide recycling market information on a quarterly basis for all City materials electronically to the City Records Manager. Vendor shall notify of how and where materials are disposed of (e.g. Existing contracts with recycling Vendors, shipped overseas, recycled in Colorado, materials repurposed, etc.)
- m. The Vendor shall prepare and submit to the City Records Manager and to the Denver Public Works Denver Recycles Coordinator, a quarterly report for each City delivery/collection point. The quarterly report will be provided on or before the 15th day of the quarter (Jan. 15th, April 15th, July 15th, Oct. 15th) and will include the following information from the previous quarter:
  - a. Pick-up/Delivery location
  - b. Pick-up/Delivery date
  - c. Amount of material picked up (# of containers, pounds of materials, etc.)
  - d. Pick-up ID/Control #
  - e. Environmental concerns, i.e. # of trees, water, and electrical power saved from recycling
- n. If other e-media (CDs, DVDs, tapes, etc.) has been deposited into containers, then Vendor will immediately contact the City Records Manager and return the e-media to the City Records Manager.
- o. Vendor shall complete pick-up within two (2) business days of request or as scheduled, except in the instance when the Vendor can establish that access to the container was blocked
  - a. The City anticipates having a schedule with the awarded Vendor for regular pick-ups, however, due to a smaller need with certain City Agencies, there may be non-scheduled or "one off" pick-ups that are requested
- p. Pick-up/collection of a bin should only occur when a bin is considered to be eighty-five percent (85%) full or greater in order for the Vendor to charge a full bin rate
  - a. When servicing a site, partially filled bins may be combined if necessary for transportation and billing efficiencies, however, partially filled bins shall not be charged at a full bin rate, but may be charged by quarter (1/4) increments
    - i. For example, when servicing a site, the Vendor combines four bins together and the result is a bin that is 70% full. The awarded Vendor will bill for one (1) three-quarters full bin. Billing for four separate bins is unacceptable in this situation. The Vendor shall not be allowed to combine multiple bins across multiple facilities or City accounts.
  - b. Each delivery/collection point may consist of multiple collection bins, located in multiple rooms or floors



Exhibit A

- i. Only one (1) trip charge will be allowed per City facility for scheduled and non-scheduled pick-ups
  - ii. City facilities with multiple pick-up sites will be treated as one (1) pick-up with one (1) trip charge
- q. Regular deliveries and collections scheduled during normal business hours shall be made between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding City holidays.
  - a. All regularly scheduled pick-ups that fall on a City holiday that are missed due to the holiday, shall be scheduled for the next available business day
  - b. A special consideration for delivery and collection times shall be made for the Lindsey-Flanigan Courthouse due to the site conditions. For this site only, all delivery and collections shall be completed prior to 7:00 am, or after 5:00 pm. The Vendor shall be required to adhere to this requirement for the duration of the resulting contract.
- r. During delivery and collections, the Vendor's employees shall not interfere or disturb City employees who are working
  - a. Some City facilities may require the Vendor to retrieve containers from areas where quiet and discretion are necessary, such as, a courtroom
  - b. Some City facilities lack outside or dock storage areas for data destruction containers to be stored prior to pick-up. In these instances, the Vendor will be required to remove materials from other specified areas (including building basements, building floors, and/or offices) within or around the facility
  - c. Placement of paper materials and/or containers shall not impede the exiting of the employees from the floor or cause a fire hazard along an egress route
- s. Each City building contains several smoke and heat detectors. The Vendor's employees shall take care to not activate any detectors in non-emergency situations. In the case of an emergency, the contractor's employee will place the container(s) out of the direct egress path (maintaining an aisle width of 44 inches or greater). The contractor will not leave any bins or other equipment blocking fire lanes while evacuating the building. The contractor's employee will go to the nearest stairwell and exit according to announcement instructions. During the emergency, the contractor should not attempt to move their vehicle.

**7) Reporting Requirements:** The Vendor shall maintain a record of all service requests that are made by the City. The Vendor shall provide to the City's Records Manager and the City Agency Records Coordinator a monthly report, at no additional cost to the City, that contains, but not limited to, the following items:

- a. Master Inventory which indicates number and description of total records stored and locations of all stored records. Report totals shall be by the number of boxes/tapes and total cubic feet.
- b. Reports of files retrieved and refiled
- c. All permanent withdrawals of records
- d. Check-out report that includes the dates of and what was checked out
- e. Online portal with reports and inventory searching
- f. Newly stored records for the month being reported
- g. Records that are eligible for destruction and CODs for records that have been destroyed
- h. Destruction and Environmental Concerns
- i. Total usage report for all City Agencies and broken down by each using Agency

**8) Structure Requirements:** The Vendor shall abide by all of the following requirements during the period of this agreement:

- a. Access to City records shall be restricted to employees, clients, prospects, and necessary Vendors. All visitors shall be escorted by an employee of the Vendor at all times
- b. All Vendor storage locations must have secured access including but not limited to: Professionally monitored burglar and smoke detection systems, 24 hour video surveillance, and deadbolt locks on doors

- c. Fire protection systems that are compliant with NFPA 232, the National Fire Protection Association Standard for Protection of Records, and all systems must be operational 24 hours a day, 365 days a year
- d. All storage facilities shall be able to prevent damage to records during inclement weather including blizzards, flooding, leakage from roofing, and overexposure to sunlight
- e. Facilities shall be equipped with climate-controlled storage areas with dust filters, with temperature and relative humidity within a +/- 15 degrees of variation
- f. Storage facilities shall be equipped with insect and vermin control devices and/or serviced by a commercial extermination service on a monthly basis
- g. The Vendor shall provide protection of tapes and magnetic media from electromagnetic fields/disturbances and all items shall be kept away from electrical outlets
- h. All storage facilities must meet the National Archives and Records Administration's Facility Standards for Records Storage Facilities. <https://www.archives.gov/records-mgmt/storage-standards-toolkit>
- i. All shelving that houses the City's records shall be of fire retardant, chemically neutral, steel construction. The bottom shelf shall be at least two (2) inches above the floor and boxes shall not be stacked more than three feet high per shelf
- j. Each storage facility's dock loading area shall have a secured entry system that includes video surveillance and the loading area shall not be visible from the street
- k. All storage facilities shall practice strict adherence to local, state, and federal building and zoning codes
- l. Major electrical installations shall be kept separate from storage areas and all electrical breaker boxes shall be accessible and clearly identified
- m. Uninterruptible Power Supply (UPS) shall be used for any computers that house information that the City may need to access
- n. All storage areas shall be kept separate from offices and work areas
- o. No water, steam, or other piping shall be present in the hardcopy records storage area other than pipes for the sprinkler system

**9) Vault Storage Requirements:** The Vendor shall abide by all of the following requirements during the period of this agreement:

- a. All Administrative areas shall be separated from all vault space
- b. All vault storage space shall have fire detection and suppression systems, water seepage and flooding monitoring, motion and sound detection, magnetic door contacts, and alarms for improper access entry
- c. All vault storage shall have heat and fire suppression systems tied directly to a local fire station
- d. Each vault storage shall have 24 hour/7 day a week monitoring to maintain a temperature range of 60 -70 degrees Fahrenheit and be within 35% - 45% humidity

**10) Vehicle Requirements:** The Vendor shall abide by all of the following requirements during the period of this agreement:

- a. Cargo areas for all transport vehicles shall be climate controlled for air conditioning and heating
- b. All cargo shall be secured during transportation
- c. All transport vehicles shall be locked and alarmed at all times while unattended and have a self-alarming security system
- d. All transport drivers shall carry mobile devices for communications
- e. Cargo areas of transport vehicles shall be separate from the main cab
- f. Vendor shall own and operate all transport vehicles
- g. Vendor shall keep all transport vehicle inspection and maintenance logs, which will be available to the City upon request
- h. Vendor shall maintain insurance, current state inspection and vehicle registrations on all vehicles.

- i. No personal vehicles shall be used by the Vendor's employees while performing transport services of receptacles containing City documents.
- j. Vendor's vehicles shall not idle for greater than ten (10) minutes during delivery/pick up of bins, unless it is a specific requirement that the truck must be on during an onsite destruction process.

**11) Shredding Container Requirements:**

- a. All containers shall be plainly distinguishable from recycling containers, by color, shape, and signage.
- b. All containers shall include signage on each container with the following information:
  - a. The Vendor's name
  - b. The Vendor's phone number
  - c. Clearly readable verbiage, such as, "Confidential Papers" or "Data Destruction" on the front or top of each container
- c. All initial containers and any additional containers requested by the City during the resulting contract period, shall be provided free of charge. No rental or leasing fees shall be considered acceptable.
- d. Vendor will have the following sizes of bins available upon request by the City
  - a. 95 gallon and 65 gallon polycarts
  - b. 36" tall consoles
- e. All containers will have a list on top or on the front, which list what items are acceptable and what items are unacceptable to deposit into the receptacle
- f. All containers shall be padlocked from the time of delivery of a new container, until the time the container is being emptied for the contents to be destroyed
  - a. The City Records Manager and any other City personnel that is approved by the City Records Manager, will be provided with two (2) master keys for each container type to allow for access to the secure containers
  - b. During all forms of transportation, non-shredded sensitive material must be locked in a solid durable enclosed container that will prevent unauthorized access and spillage. The container should be something other than the transportation vehicle itself.
- g. All containers will have varying weights due to different sizes or pick up schedules. No additional fees or price per pounds will be acceptable outside of the Vendor's stated pick up charge listed in Section C.
- h. All containers and deposit areas shall be kept clean and free of debris. The interior and exterior cleanliness of all receptacles shall be the Vendor's responsibility
  - a. The Vendor shall furnish a replacement receptacle for any existing receptacle that is removed for more than one (1) business day
  - b. Bins and receptacles that are discovered and noted to be "overflowing" by the Vendor, are to be immediately reported to the City Records Manager, at which time, the Vendor and the City Records Manager shall review the current disposal schedule

**A.11 SITE VISITS:**

During the term of this agreement, the City reserves the right to have authorized representatives conduct a site visit to any Vendor location that stores or destroys City documents, tapes, records, etc. Any site visit shall be upon request and the City shall provide at least a twenty-four (24) hour written notice prior to the requested time. The purpose of the requested site visits will be to all the City Records Management Coordinators to verify that the Vendor remains in compliance with the stated requirements within the agreement. The Data and Document Destruction and Storage programs may be subject to an audit by the City Records Manager or his/her designee at any time during the contract period.

## Exhibit A

### A.12 SUPPLIED MATERIALS:

Upon request by the City, the Vendor shall provide standardized records center boxes and magnetic/digital media storage containers in the sizes listed below that have been measured by their outside dimensions. Box lids may be separate from a box with a minimum height of 2.75 inches. Boxes shall be assembly design and have a vertical compression strength equal to greater than a regular 175-test material. The City reserves the right to inspect sample boxes and media storage containers at any time during the agreement to ensure compliancy with standards.

- Standard Letter/Legal (Double-walled Box) 15" x 12" x 10"
- Letter Transfile 24" x 12" x 10"
- Legal Transfile 24" x 15" x 10"
- All required forms and barcode labels shall be supplied by the Vendor to the City at no additional cost

The majority of City records are stored in boxes made of corrugated paper with inside dimensions of 15" x 12" x 10". The typical construction of the box is a triple wall of corrugated board under the handles and double wall throughout the rest of the box. Records already in boxes shall remain in the same box, unless otherwise requested by the City. The Vendor shall also be able to accommodate various sizes and dimensions of magnetic tape and media cases.

### A.13 DISASTER CONTINGENCY PLAN:

See following Exhibit "B" of this agreement for the Vendor's submitted proposal regarding the Disaster Contingency Plan.

### A.14 COOPERATIVE PURCHASING:

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

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

### A.15 STATE OF COLORADO PRICE AGREEMENT INCLUSION:

The State of Colorado Purchasing and Contracts Office ("State") may enter into a contract with the Vendor to provide goods and/or services identified in this agreement to purchasing entities, such as, agencies of the State, institutions of higher education within the State, political subdivisions of the State, authorized non-profit organizations, and other authorized entities.

Authority to enter into a contract exists in §24-102-202 C.R.S and 1 CCR 101-9 R-24-102-202-01. If the State elects to enter into such a contract(s), the contract(s) may be substantially similar to the Exhibit A of this agreement.

### A.16 VENDOR TRANSITION:

Prior to the termination of this agreement, a new solicitation shall be performed. If the outcome of the new solicitation results in a newly awarded Vendor, then the Vendor of this signed agreement shall be capped at a maximum amount that they shall charge the City and County of Denver and/or the newly awarded Vendor for the impending transition costs. The maximum transition costs shall be equal to what the current retrieval rate that the City and County of Denver is being charged at the time of the termination of this agreement, multiplied by the total amount of cubic footage that the City and County currently has housed with the Vendor of this agreement at the time of termination. No other fees shall be applicable, including but not limited to, administrative fees, permanent withdrawal, transportation, handling, or additional storage, without prior written consent from the Technology Services.

## Exhibit A

### A.17 SHREDDING DELIVERY AND COLLECTION CONSIDERATIONS:

Prior to the start of service, the Vendor shall develop a pick-up schedule for each delivery/collection point with the City Records Manager, and the City Agency site/point of contact. The pick-up schedule shall include, but not be limited to, the start date, event items including special pick-ups, frequency of pick-ups, number of receptacles per delivery/collection point, and all normal hours of service and off-hours of service.

Included in the development of the pick-up schedule, the Vendor, City Records Manager, and the City Agency site/point of contact may also develop a site map and/or checklist to ensure that all bins are serviced during the delivery/collection scheduled services. A site map and/or checklist will include where the collection bins are placed within a location. Any updates to a site map and/or checklist will be approved by either the City Records Manager or the City Agency site/point of contact.

After the first ninety (90) days of service, the City Records Manager and the Vendor will review each delivery/collection point in order to adjust the pick-up schedules, if deemed necessary by the City. The review process will continue during the entire duration of the resulting contract on a quarterly or as needed basis. Prior to each review with the Vendor, the City Records Manager will confer with each City Agency site/point of contact to ensure that all information is current and accurate.

Also prior to the start of service, the Vendor will construct the implementation schedule with the City Records Manager, in order to assist with the potential transition.

### A.18 HIPAA/HITECH (Business Associate Terms)

#### (1) GENERAL PROVISIONS AND RECITALS

1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.

1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.

1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.

1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.

1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.

1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

#### (2) DEFINITIONS.

2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.

## Exhibit A

2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.

2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. a disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- b. The unauthorized person who used the PHI or to whom the disclosure was made;
- c. Whether the PHI was actually acquired or viewed; and
- d. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.

2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

## Exhibit A

2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.

2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.

2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

### **(3) OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.**

3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.

3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.

3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.

3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.

3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.

3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.

3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.

3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.

3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to

## Exhibit A

such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.

3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

### **(4) SECURITY RULE.**

4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.

4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

### **(5) BREACH DISCOVERY AND NOTIFICATION.**

5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.

5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.

5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DHS Executive Director or other designee.

5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

5.03 CONTRACTOR'S notification shall include, to the extent possible:

5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:



## Exhibit A

- a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- d. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
- e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.

5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.

5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.

5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.

5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

### **(6) PERMITTED USES AND DISCLOSURES BY CONTRACTOR.**

6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.

6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.

6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:

6.03.1 The Disclosure is required by law; or

6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

Exhibit A

6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

**(7) OBLIGATIONS OF CITY.**

7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.

7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

**(8) BUSINESS ASSOCIATE TERMINATION.**

8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

**(9) SUBSTANCE ABUSE (42 C.F.R., Part 2):** Provider will also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2018

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Harold W. Wells & Son, Inc. 1 N 3rd Street Wilmington, NC 28401
CONTACT NAME: insurance@wellsins.com
INSURER(S) AFFORDING COVERAGE: Technology Insurance Company, Wesco Insurance Company, Starstone National Insurance, Granite State Insurance Company

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Cargo.

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with respects to the General Liability, Business Auto, and Umbrella policies.

CERTIFICATE HOLDER: City and County of Denver, Department of Technology Services, 201 W. Colfax Ave. Dept. 301, Denver, CO 80202
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Cheryl J. Sommer



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2018

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.

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PRODUCER: Andrew Atsaves, c/o Artex Risk Solutions, Inc. CONTACT NAME: Andrew Atsaves, PHONE: (480) 951-4177, FAX: (480) 951-4266, E-MAIL ADDRESS: SDL.BSD.Certificates@artexrisk.com

COVERAGES CERTIFICATE NUMBER: 18IA504968203 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.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for only those co-employees of, but not subcontractors to: All American Records Management Inc dba: American Records Management

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City and County of Denver, Department of Technology Services, 201 W. Colfax Ave. Dept 301, Denver, CO 80202. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Andy Atsaves

## Disaster Contingency Planning

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### *Preface*

The purpose of this manual is to acquaint **AARM** managers and staff with procedures and tasks to be accomplished prior, during, and following a disaster, and more specifically, a tornado.

The following section is a checklist of tasks to be performed by the AARM managers and staff. During preparations, the Operations Manager will intervene in reassigning available employees and managers to accomplish all the stated tasks.

The use and familiarization of the plan shall be the responsibilities of all managers. It is suggested that the managers brief all employees to ensure their understanding of the plan at the onset of the tornado season (May, June and July). Each manager in turn should review the plan with staff at least three (3) times during the tornado season, preferably May, June, and July.

**Remember:** A Disaster Plan is:

A comprehensive, consistent statement of all of the actions to be taken before, during and after a disaster (or contingency), along with documented, tested procedures which, if followed, will ensure the availability of critical resources and facilitate maintaining the continuity of operations in a contingency situation.

**Remember:** Disasters can be Community Wide - Area Wide - Business Related - Any Business Interruption Can Be Disastrous!

Natural

Earthquakes  
Tornadoes  
Lightning

Fires  
Floods  
Hail storms

Technical

Power Outages  
Gas Leaks  
Explosions

Telecommunication Outages  
Software/Hardware Failures  
Hazardous Materials

Human

Lost or misfiled documents (unintentional or from disgruntled employees)  
Sabotage  
Bombs  
Riots

Theft  
Computer Viruses  
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## Disaster Contingency Planning

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### I. Executive Summary

The purpose of this procedures manual is to provide the *AARM* managers and staff a specific guide to accomplish the following:

- ⇒ Protect employees during hazardous or life-threatening emergencies.
- ⇒ Protect/prevent/mitigate damage to the properties, equipment, and customers' deposits during emergencies.
- ⇒ Provide an action plan for all staff to follow in making preparations for emergencies.
- ⇒ Provide an action plan of Business Recovery/Resumption of business operations during an emergency.
- ⇒ Provide a guide in assessing damages to said properties, equipment and customers' deposits.

All managers should possess a copy and be familiar with the Emergency Procedures Manual.

The Corporate Management will initiate a minimum of two sessions per year with individual managers and staff to familiarize/review/update emergency procedures contained in this plan. Each manager will, in turn, review the plan with their respective staff during regularly scheduled departmental meetings (minimum of three times per year). The review of the plan should be a part of new employee orientations within their respective departments. The following should be included in a Disaster Plan review with employees:

- ⇒ Protection during Life-Threatening Emergencies such as fires, tornados and other disasters
- ⇒ Returning and Resumption of work following a major disaster.
- ⇒ Personal and family protection for employees at their home.
- ⇒ Review of specific disaster preparedness and recovery responsibilities as assigned by respective department managers.

**Disaster Contingency Planning**

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**Policy Statements/Commitments**

- ⇒ Minimize disruption of service to your customers and maintain an acceptable service level until fully operational.
- ⇒ Minimize financial losses to your facility and to *AARM* customers.
- ⇒ Ensure timely resumption of operations
- ⇒ Loss of business coverage
- ⇒ Commitment to plan testing, evaluating and updating.



II. DISASTER PRE-PLANNING

# Company Responsibilities

Disaster Contingency Planning

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**II. DISASTER PRE-PLANNING**

**DISASTER TEAMS ASSIGNMENTS**

**CORPORATE MANAGEMENT TEAM**

Responsible for all decision making and contacts with disaster teams, customers, employees, public relations/media, insurance agents.

Corporate Disaster Team:

- General Manager      Disaster Leader
- Operations Manager
- Warehouse Manager
- Administrative Manager
- Communications Specialist
- Information Systems Specialist
- Human Resources Specialist
- Purchasing Specialist
- Real Estate Specialist
- Safety Specialist
- Chief Financial Office - Corporate
- Corporate Staff where needed

**COMMUNICATIONS TEAM**

Responsible for all communications, telephone systems, long distance lines, fax machine, modem connections.

Branch:              Communications Specialist

**OFFICE FACILITIES TEAM**

Responsible for all office requirements, customer service requests, office equipment (copier and fax supplies, office supplies of forms, bar code labels, ribbons, computer paper, typewriter, calculators, billing requirements, desk supplies),

Branch:              Purchasing Specialist

**Disaster Contingency Planning**

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**DATA PROCESSING TEAM**

Responsible for all data processing requirements, hardware, software, and backups (networks, personal computers, all printers, modems, power supply, twinax cables, tape backup devices)

Branch: Information Systems Specialist

**WAREHOUSING TEAM**

Responsible for securing warehouse facility, security alarms, sprinkler, perimeter.

Branch: Operations Manager, Leader  
 Warehouse Manager  
 Real Estate Specialist  
 Warehouse staff

**DISASTER PRE-PLANNING**

**OFFICE FACILITIES TEAM**

1. Maintain and update disaster contingency planning manual.
2. Current telephone number and address of all employees and home office contacts should be maintained in disaster contingency planning notebook. At each revision of employee information, copies are to be distributed as follows: one each to included in Disaster Contingency Planning Manual for master office copy, General Manager's home copy, Operations Manager's home and office copy, Administrative Supervisor's home and office copy.
3. For inventory and insurance purposes, maintain current fixed assets of office equipment, including model and serial numbers (include photos if possible):
  - Typewriter
  - Copier
  - Fax Machine
  - Microfiche Equipment
  - Office Furniture/Fixtures
  - Work Station Panels
4. Maintain floor plan of furniture, fixture, communications.
5. Continue procedure to have all signed storage agreements placed in vault in Corporate headquarters.

**Disaster Contingency Planning**

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6. All vital records should be clearly identified with fluorescent disaster planning label, and executed pre-authorization statement identifying vital records should be placed in customer file.
7. Daily backup procedures in place, with extra media available to produce extra backup prior to emergency evacuation.
8. Notify Information Systems specialist and software vendor of pending disaster. Local WAN weekly backup mailed to offsite.
9. Maintain current master report on customer deposits.
10. Current listing of customers names, contacts, addresses, telephone numbers.
11. Develop telephone reporting tree.
12. Develop escape routes in case of fire. Determine two escape routes from each room. Select area where employees can meet after escaping and ensure everyone accounted for.

**Disaster Contingency Planning**

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**DISASTER PRE-PLANNING (continued)****WAREHOUSING TEAM**

1. For inventory and insurance purposes, maintain current inventory including model and serial number on equipment (include photos if possible):
  - Scissor Lifts
  - Pallet Jacks
  - Fork Lifts
  - Delivery Equipment (Van/Panel Truck)
  - Dollies/Handcarts (2 wheels/4 wheels)
  - Alarm Equipment
  - Fire Extinguisher/Hoses
2. Fire extinguisher should be tested and refilled, if necessary, as required for safety - minimum every six months. All warehouse and office employees should be trained on use of fire extinguisher, including new employees during orientation, and placement should be well marked for quick access.
3. Water and electric shut-off valves should be well marked and employees trained on use. Keys for locks should be easily accessible.
4. All work in progress should be palletized.
5. New racking material should be anchored to flooring before shelving begins. Flooring built-up bottom shelf?
6. Warehouse/perimeter maintenance:
  - Roof Condition and Flashings: Leaks? Cracks?
  - Eaves, Gutters, Downspout? Cleaned regularly?
  - Skylights? Caulking sound? Trees trimmed?
  - Air Conditioning checked regularly?
  - Exits unobstructed?
  - Annual Fire Marshall visit
  - Wiring Condition? Overloading?
  - Housekeeping: Safe storage practices closets? Trash removal? Cleaning supplies/flammable storage?
7. Develop telephone reporting tree.
8. Develop escape routes in case of fire. Determine two escape routes from each room. Select area where employees can meet after escaping and ensure everyone accounted for.

**Disaster Contingency Planning**

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**DISASTER PRE-PLANNING (CONTINUED)**

**Warehouse team should prepare the following building/site maps and directions:**

- Utility shut-offs
- Water hydrants
- Water main valves
- Water lines
- Gas main valves
- Gas lines
- Electrical cutoffs
- Electrical substations
- Storm drains
- Sewer lines
- Location of each building (include name of building and address)
- Floor plans
- Alarm and enunciators
- Fire extinguishers
- Fire suppression systems
- Exits
- Stairways
- Designated escape routes
- Restricted areas
- Hazardous materials (including cleaning supplies and chemicals)
- High-value items

**Disaster Contingency Planning**

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**DISASTER PRE-PLANNING (continued)**

**DATA PROCESSING TEAM**

1. For inventory and insurance purposes, maintain current fixed assets of computer equipment, including model and serial numbers (include photos if possible):
 

Monitors	Processors
Printers	Modems
Keyboards	Mouse
Tape Backup Device	Power Supply
2. Develop telephone reporting tree.
3. Vendor association established for assistance in recovery efforts and hot-site assistance.

**COMMUNICATIONS TEAM**

1. For inventory and insurance purposes, maintain current inventory of all telephone equipment, including model and serial numbers if available. All incoming and outgoing numbers should be outlined with purpose, including fax, data, remote access and remote scanning lines.
2. Vendor association established for assistance in recovery efforts and hot site assistance.
3. Maintain "remote access for call forwarding" feature for use during disaster.
4. Develop telephone reporting tree.

**MANAGEMENT TEAM**

1. Maintain current media contacts and telephone numbers for distributing news releases after disaster.
2. Insurance policy in place for business loss - annual insurance review, new equipment added to policy, federal disaster relief procedures, eligibility?
3. Decide role in community disaster.
4. Develop telephone reporting tree.
5. Arrange pre-registration with emergency response vendors.

**Disaster Contingency Planning**

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*SAMPLE***TORNADO SCHEDULE ALERT**

To: All AARM Customers

From: General Manager

Date: Current

Re: **TORNADO SCHEDULE**

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As you all know, a Tornado Warning has been posted for the Centennial area. It appears the path of the storm will be north of the Denver Metro area, although a clear path cannot be predicted at this time.

We do expect to receive some severe weather in the Centennial area as a result of this hurricane. For that reason, we are posting the following schedule change.

1. All normal scheduled or on-call pickup and delivery service will be suspended from 12:00 noon Thursday to 12:00 noon Friday. This suspension may need to be lifted or extended on the arrival and severity of the storm.
2. Emergency pickups or relocation of product will be available on a first call, first served basis from 8:00 am Wednesday to 10:00 am Thursday.
3. The warehouse facility will be secured and shutdown as of 4:00 pm Thursday, June 5, 2009. This schedule may be lifted or extended depending on the arrival and severity of the storm.

AARM will be prepared to be back in normal operation mode as soon as this weather crisis passes. Thank you for your patience during this service interruption.



**Disaster Contingency Planning**

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**SAMPLE****MEMORANDUM**

**To: All employees**

**From: Human Resources**

**Date: Current**

**Re: Preparation for Tornado/Storm**

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**At this time, we are not aware of what course the storm will take. You are released at 3:30 to go home and take care of your personal needs.**

**POLICY FOR REPORTING TO WORK THURSDAY AND FRIDAY:**

- 1. You should report to work unless conditions prohibit you.**
- 2. In case you are in need of emergency assistance, we will try to respond to you. We are concerned for your personal safety. By keeping in touch with your supervisor, we can keep a head count and help locate anyone who might be unaccounted for.**
- 3. If you are not in an area that has been evacuated or in an emergency situation, we will need all personnel to report to work to help others that are in need as well as securing all our work areas.**

**Keep tuned to your radio for important updates and announcements. AARM, along with other companies will be broadcasting on radio station KOA 850 AM.**

# Vendor Responsibilities

**Disaster Contingency Planning**

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- 1) Communications – (Telephone Company) agreement for "Remote Activation of Call Forwarding" Feature - Customer service will be available once warehouse facility re-opens - Arrangements confirmed with parent company for forwarding option.
  
- 2) Office Supplies/Forms - Available through parent company which provides master supply operations.
  
- 3) Computer Hot Site - Available through parent company which provides technical support - backups stored in vault

### III. DISASTER READINESS

#### **GENERAL MANAGER RESPONSIBILITIES:**

- ⇒ General Manager should begin tracking of tornado. Begin monitoring weather channels or NOAA radio weather alert channel for sudden shifts or change, and current position updates.
- ⇒ Mandatory attendance of managers meeting will immediately follow posting of a "Tornado Warning". This will be approximately 30 minutes since announcement. Get final authorization from executive management for authorization to implement "Disaster Readiness and Relocation Program". Activate "Disaster Readiness Teams" and disaster "Alert" file should be updated immediately for latest information. Previously signed pack and transport agreements should be initiated. Establish scope of anticipated removals and begin transportation to designated alternate sites.
- ⇒ Scheduled briefings for all department management will be necessary prior to warehouse facility closing. As part of the final briefings, prior to the storm, the establishment of a reopening staff needs to be accomplished. Schedule a back-up employee to report following the storms passage.
- ⇒ Adjust warehouse facility business hours as needed and determine from weather forecasts closing time of AARM. Closing time needs to be gauged carefully -- usually when customers stop calling or strong winds make driving difficult - disseminate closing time to all staff.
- ⇒ Several hours will be needed to completely secure warehouse facility for closing. Need to be overly cautious. Once a closing time has been decided, staff will be allowed ample time to secure facility and get home safely.
- ⇒ If possible, one employees will be designated to stay in the building through the storm. (Preference will be given to employees who live nearby and/or have minimal family obligations.) Have employees assemble a survival kit (See emergency shopping list).

**Disaster Contingency Planning**

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- ⇒ Make sure an up-to-date listing of employee telephone numbers and addresses is available to all management. Find out where all employees plan to stay during storm in case they do not report back to work afterwards. May need to send someone to check on them to ensure they are not trapped.
- ⇒ Copy of current account master should produced for all management staff.
- ⇒ Report closing hour to corporate office. Insure vendors know of warehouse closing and that all plans for warehouse deliveries have been completed or cancelled.
- ⇒ Since ATM(s) and other credit card devices will be impaired or inoperative, make arrangements with parent company for employees to receive pay in cash, immediately after the storm.
- ⇒ Check with parent company for location of one or two portable generator units and designate employees responsible for safe-guarding units, transporting them to the premises after the disaster, and ensuring sufficient fuel arrangements are made. Consider doing the same for dehumidifiers, portable toilets. Arrange for deployment of "AARM Grocery Store" housed in training trailer.
- ⇒ Contact nearby hotel to be used in housing any employees whose family may be rendered homeless as a result of the disaster.

**DISASTER READINESS****MANAGEMENT TEAM**

1. Distribute disaster plan to each disaster team leader with master copy placed in secure location.
2. Advise team members of potential disaster and class and place on alert.
3. Telephone tree updated and received from General Manager and beeper issued to team leaders.
4. Insurance documents secured.
5. Make arrangements with parent company to receive backups  
(computer down over 7 days - cold site)  
(computer down less than 7 days - hot site)
6. Make decision for alternate headquarters.
7. Moving/relocating plans for alternate sites.
8. Determine total space requirements in the event relocation is necessary.
9. Place employees from other subsidiaries on "Readiness Notice". Get employee telephone numbers from personnel department.
10. Place temporary staffing on "Readiness Notice".

**COMMUNICATION TEAM**

1. Copy inventory and fixed assets listing of all telephone equipment. Place updated list in each team members disaster manual, with copy in secure location and possibly mailed off-site (photos if available).
2. Telephone equipment should be secured - unplugged and placed in vault.
3. Telephone tree updated.

**Disaster Contingency Planning**

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4. Discuss telephone remote activation process - be sure correct telephone numbers are published along with pin activation numbers. Establish individual responsible, along with backup, for activation process.
5. Create updated directory of mobile phones and beepers in place and operational. Decide ownership of all equipment and provide numbers to staff.

**OFFICE FACILITIES TEAM**

1. Copy inventory and fixed assets listing of all furniture, fixtures, office equipment. Place updated list in each team members disaster manual with copy in secure location and possibly mailed off-site (photos if available).
2. Each employee should have updated employee security badge for warehouse facility before they leave premise, for easy identification by all authorities once disaster recovery process has begun. Team Leaders should be issued special identification badges.
3. Arrange for immediate security guard following disaster - protection of organization's information, facilities, furnishings, equipment, and materials.
4. Place work in progress material in secure location.
5. Designate an employee to be responsible for moving vital office files/ records to secure location and all other documents should be moved to safe areas of the building away from glass. All desktop papers and materials should be removed and properly stored in file cabinets or in the vault.
6. Supplies should be placed in secure location. Copy and fax paper, labels, stationary, general office supplies.
7. Contact customers with emergency beeper telephone number.
8. All contracts and agreements should be placed in secure location, including warehouse agreements.
9. Update telephone tree and distribute.
10. Place local telephone book in secure location.
11. All PC CD's should be placed in secure location.

**Disaster Contingency Planning**

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12. Prepare latest account receivable listing and place in secure location. . Checks should be deposited or placed in secure location. All cash should be deposited before warehouse closing. Also make arrangements with parent company to obtain cash after the storm. Cash advances may be needed by employees for housing, repairs or miscellaneous expenses. If power is out, it may be difficult to obtain cash.
13. Billing profiles of rates and charges should be placed in secure location.
14. Place blanket purchase orders in secure location.
15. Blanket purchase orders should be given to disaster leader.
16. Federal and sales tax certificates copied and placed in disaster manual, original on file at corporate office.
17. Check with personnel regarding payroll records and methods for paying employees after disaster.
18. Check with parent company to ensure all incorporation papers are safeguarded.
19. Check with alternate sites for backup of supplies, equipment.
20. All windows, window coverings, and doors should be closed. Designate employee to be responsible for taping/boarding windows.
21. Furniture should be covered with couch wrapping for protection from water damage.
22. Ensure all electric connections are shut down prior to the storm's arrival.

**WAREHOUSING TEAM**

1. Inventory and stock needed recovery supplies. Boost orders/supplies of batteries, flashlights, candles, sterno, first aid supplies, etc. Assist with stockpiling canned food and water for employees use after storm.
2. Begin operations for "Disaster Readiness and Relocation Program". Identify any product requested to be relocated in "Alert" files. Contact temporary staffing for extra help and establish requirements for labor before and after storm.
3. Transport warehouse vital records.



**Disaster Contingency Planning**

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4. Telephone tree updated.
5. Secure perimeter and vehicles before closing facility.
6. Secure overhead doors with pads to prevent water entry.

**DATA PROCESSING TEAM**

1. Before exiting building, awaiting disaster, all computer, fax, and telephone equipment should be placed in secure location. Disconnect power cords from twinax cables.
2. Help establish computer and spacing requirements for hot site at parent company.
3. Unplug and disconnect all outlets.
4. Telephone tree updated.
5. All original software and manuals placed in vault.
6. Backups should be created and placed in secure location for all systems - main network, personal pc's and laptops. Hard copy report should be placed in secure location for manual retrieval efforts.

## **DISASTER SUPPLIES REQUIRED**

Water Hoses	Wet/Dry Vacuum
Mops, Brooms	Chairs
Dehumidifiers	File Cabinets
Buckets	Work Tables
Forms, Ribbons, Labels, Paper	Waterproof Markers
First Aid Kit	Lint Free Cloths
Flashlights	Chemicals for Preserving
Batteries	Microfilm/Microfiche
Gloves	Utility Knives
Heavy Plastic Sheeting	One Tablet of 9x12 Sheets
Overalls	Tool Kit including Screwdrivers
Blankets	Wire Cutters for Locks
Book Carts	Shovel
Camera Film	Two-Way Radios
Calculators and Paper	Adhesive Labels
Copier and Paper	Crowbar
Extension Cords	Typewriters
Fans	Safety Glasses
Fire Extinguisher	Spot lights
Fungicides	Trash cans (large and small)
Generator (Portable and Fuel)	
Forklift and Propane	
Paper Towels (Not Colored)	
Pencils	
Pens (Ball Point)	
Plastic Milk Crates]	
Plastic Trash Bags	
Scissors	
Sponges	
Staplers and Non-Rusting Staples	
String	
Waterproof Utility and Packaging Tape	
Wiping Cloths	
Unpainted Newspaper	
Hand Trucks	
Hard Hats	
Ladders	
Mops	
Pagers - Beepers	
Pallets	
Radios and Batteries	

## IV. DISASTER RECOVERY

### **DAMAGE ASSESSMENT/RECOVERY:**

Following local news media's announcements on the storms passing and an "all clear notice" the General Manager will attempt to establish contact with Disaster Team Leaders to visit site and assess damages. Much will depend on the amount of damage and debris as to the feasibility of opening the facility.

### **MANAGEMENT TEAM**

1. Team leaders to assess disaster and assemble disaster teams.
2. Arrange for building admittance-being sure safety and well-being of staff has been provided for.
3. Hot or cold site needed?
4. Arrange relocation to alternate site.
5. Prepare public relations statement to media.
6. Advise customers as to present business position.
7. Get approval from authorities to re-enter building (be sure to also take into consideration health hazards).
8. Normalization important - don't allow employees to talk about disaster and resume wearing normal business attire as quickly as possible.
9. Expenses cleared through management.

DAMAGE ASSESSMENT REPORT:

DAMAGE ASSESSMENT REPORT

For extent of damage, enter the number appropriate for the degree of damage.

- 0 - None
- 1 - Minor
- 2 - Major
- 3 - Destroyed

A. PHYSICAL PLANT DAMAGE

Roof

\_\_\_\_\_ Describe damage briefly: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Air Conditioning

\_\_\_\_\_ Describe damage briefly: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Windows and Doors

\_\_\_\_\_ Describe damage briefly: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Walls/Signs/Parking Lot

Describe damage briefly: \_\_\_\_\_

Flooding Damage - Height of Water

\_\_\_\_\_feet,\_\_\_\_\_inches. Note: Look for water marks if water has gone down.

B. UTILITIES:

Electrical Power:\_\_\_\_\_ON \_\_\_\_\_OFF

When did power fail? Date/Time:\_\_\_\_\_a.m./p.m. (circle)
When did power resume? Date/Time:\_\_\_\_\_a.m./p.m. (circle)

Natural Gas

Meter Damage \_\_\_YES \_\_\_NO
Damage to Lines \_\_\_YES \_\_\_NO
Is it leaking? \_\_\_YES \_\_\_NO

C. MERCHANDISE / SUPPLIES INVENTORY:

See attached vendor listing for contacts, and products.

D. EQUIPMENT DAMAGE:

For extent of damage, enter the number appropriate for the degree of damage.

- 0 - None
1 - Minor
2 - Major
3 - Destroyed

Disaster Contingency Planning

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**E. PERSONNEL ASSESSMENT:**

Warehouse reopening date: \_\_\_\_\_ Time: \_\_\_\_\_

New revised hours (if changed) \_\_\_\_\_

List known problems with employees:

Employees name:

Problem:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Reopening staff. This staff, which was established by general manager just prior to landfall, will now be arriving at the location to make arrangement for opening the location for business.
2. Should sufficient number of staff be available to open location, determine location open time.

**Disaster Contingency Planning**

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**DISASTER RECOVERY****DATA PROCESSING TEAM**

1. Assess damage and assemble disaster team.
2. Data Processing operational ASAP!
3. Contact necessary vendors for replacement or repair.

**WAREHOUSING TEAM**

1. Assess damage and assemble disaster team.
2. Must use protective gear (rubber boots, gloves, splash suit, hard hats) before entering building - possibility of bacteria, gasoline, PCB's asbestos, etc.
3. Limit extent of damage and prevent the escalation of disaster if possible.
4. Determine:
  - A) Unsalvageable
  - B) Salvageable - No Damage
5. Must have controlled demolition - inventoried and photographed for insurance purposes.
6. Rebox material, if required, onto numbered pallets. Make inventory of pallet – identification number, location number, and description. Load pallets and move to designated alternative warehouse; unload. Keep pallets in order with working space between.
7. Once shelving replaced, load product/pallets as fast as possible in new locations - with computer index of old location, new location, and identification number. Verifying contents is last step of recovery.
8. Contact restoration vendor and follow guidelines, as approved by Customer.
9. Arrange for vital records to be returned to facility ASAP!
10. Check sprinkler, air conditioning, and alarm systems

**Disaster Contingency Planning**

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**DISASTER RECOVERY (continued)****COMMUNICATIONS TEAM**

1. Assess damage and assemble disaster team
2. Re-establish communications - outside lines first priority. Remote activation of telephone lines for customer/employee contact.

**OFFICE FACILITIES TEAM**

1. Assess damage and assemble disaster team.
2. Pickup all contents stored in secure location and begin operations in designated area.
3. Setup customer service area ASAP!
4. Contact necessary vendors for replacement or repair.



**Disaster Contingency Planning**

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**V. EMPLOYEE RETENTION PLAN AND CONTINUANCE OF BUSINESS:**

Disasters that cause wide spread property damage and loss of normal communication can cause employees to be delayed or not return to employment.

**A. MANPOWER SHORTAGE PREVENTION:**

The following methods and procedures will prevent a severe manpower shortage (employee absence) and ensure expedient business resumption.

- a. Employees briefed on first day of employment and/or twice a year.
- b. Employees report to their respective department manager (physical visit to department premises) or if premises are damaged at (provide area), during the hours of \_\_\_\_\_ immediately following the occurrence when traveling is deemed to be safe.
- c. Upon reporting to the premises, the administrative unit or department managers, as designated by the administrative unit will provide briefing to include:
  - 1. Assessment of disaster
  - 2. Needs of employees
  - 3. Reassurance of employment
  - 4. Date and time to report back to work
  - 5. Any specific job assignments to help with recovery and resumption of business.
  - 6. Referrals - should employees have severe disaster caused needs, then the administrative unit and department managers will determine available Disaster Assistance resources to meet their needs. (Allow time off for employee to apply, to determine resource, to consult with local media and/or the American Red Cross to receive assistance.
- d. Administrative unit instructs department managers to coordinate, with their respective staff, recovery plans for their department, as contained in the plan.
- e. Assessment of damage to premises.
- f. Determine safety of premises for business resumption or, if necessary, search for an alternative place of business.
- g. Once alternative location is found, administrative unit will brief employees.
- h. Administrative unit determine times when business will resume - partial or full time.

**Disaster Contingency Planning**

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**B. DISASTER ASSISTANCE FOR EMPLOYEES:**

In the process of recovering the business operation to full staff after a large scale disaster, it will be necessary for the Administrative Unit to request department managers to interview returning employees about their disaster losses including their respective families and personal property losses. The following questions can be asked by Administrative Unit and managers:

1. Injuries to employees and family members?
2. Displacement of home?
3. Other significant disaster caused loss which would require leave time from employment?
4. Time needed by employee to rectify/recover from loss?
5. Specific emergency help needed by employee (i.e., food, shelter, clothing, etc.)?

Once personal losses of employees are determined, managers should grant leave time as needed, and establish emergency shifts and schedules for employees to recover operations and resume business operations.

For help to employee severely affected by disaster, managers can make referrals of employees to American Red Cross Center(s) which will open three to five days following a large disaster occurrence. Administrative Unit and managers can attempt to contact Red Cross locally or receive updated announcements by media, radio, newspapers, and fliers, as to where and when service centers will open. From Red Cross centers, employees will find further recovery assistance, distribution of supplies, food, and medical services in the immediate vicinity.

**AFTERMATH -- WHAT IT WILL BE LIKE:**

Following the passage of the storm, or any disaster, it will be the responsibility of each employee to contact the location (physically drop by) to determine the time to report to work.

Despite all your preparations, you may find your location damaged beyond opening and totally unsafe. If the building and equipment have suffered minimal damage, other obstacles will come to light. You may have a difficult time obtaining additional fuel because some fuel is pumped by electric pumps, and if the power is turned off at the fuel station, it can't be pumped. You may need to request supplies fuel from outside the affected areas.

It is very likely that you'll need to throw out spoiled perishables starting the day after the storm, but bear in mind that there may not be garbage service for a week or so because roads are blocked by fallen trees or downed power lines. By the same token, you may not be able to

## Disaster Contingency Planning

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receive shipments for several days because of the same reason. Once again, your own creativity may be your key to success.

If your water or sewer service has been interrupted, your rest rooms will not be functional. Since functional restrooms are required by law, you may be legally prevented from opening until you can make arrangements for portable toilets.

Water service may continue but the water may be declared unsanitary due to contamination of the supply. In this case, food preparation services may need to switch to using bottled water for washing and cooking purposes. Water fountains and soda fountains connected to tap water will need to be shut off.

Because there is such a wide range of scenarios, our guidelines will not be able to address every contingency. Each location/department manager will need to formulate his or her own recovery plan to prepare for the disaster.

### **Warehouse facility reopening for cleanup and recovery:**

Note: Managers will need to determine time staff will need in order to clean up, repair, and reorder supplies.

1. Following the evaluation of the Damage Assessment report and return of employees, a complete log of hours worked should be maintained on paper if power is down. Also, any extra costs to reopen location should be documented.
2. For minor damage to the warehouse, the general manager has authority to secure proper assistance to effect repairs.
3. For damage to equipment, the general manager may make contact with day-to-day repair resources, i.e., computer repair, copier repair, cash register repair, etc. This will largely depend on the manager's experience and extent of damages in his or her area.

VI. EMERGENCY TELEPHONE NUMBERS/ADDRESSES

EMPLOYEES

CUSTOMERS

SUPPLIERS

AARM RESOURCES  
LOCAL/STATEWIDE

NATIONAL NETWORK

**Disaster Contingency Planning**

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**AARM  
EMPLOYEE HOME ADDRESS LIST**

**General Manager**

7937 Renault Drive  
Parker, CO 80134  
Phone: 720-573-1363  
Cell: 720-591-2991

**Warehouse Manager**

7535 S. Jasmine Ct.  
Centennial, CO 80112  
Phone: 303-771-1196  
Cell: 303-241-3249

**Administrative Manager**

11537 Sedgemoore Dr., N.  
Littleton, CO 80124  
Phone: 268-8212  
Car: 631-3985

**Assistant Warehouse  
Manager**

12119 Blackfoot Trail  
Castle Rock, CO 80134  
Phone: 303-262-115  
Cell: 303-838-6739

**Account Executive**

2172 Rothbury Dr.  
Golden, CO 80401  
Phone: 303-786-6060

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**The AARM Companies  
BRANCH TELEPHONE NUMBERS****VENDORS**

*(Each branch should identify local contacts for the following type businesses.)*

ALARM SERVICE  
BANDING MATERIAL  
BUILDING CONTRACTOR  
CABLING-NETWORK/CPC  
PHONE  
CLEANING SERVICES  
COMPUTER HARDWARD  
COPIER  
COURIER SERVICES  
ELECTRIC  
ELECTRIC/EXHAUST FANS  
ELECTRONIC  
FACSIMILE TRANSMISSION  
FIRE EQUIPMENT  
FURNITURE  
GENERAL CONTRACTOR  
HEAT/AIR  
LABELS  
LOCKING SYSTEM  
LUMBER  
MISCELLANEOUS (FANS)  
OFFICE SUPPLIES  
PAINT  
PEST CONTROL  
PLUMBING

**Disaster Contingency Planning**

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PRINTING  
RACKING  
RESTORATION SERVICES  
SCISSORLIFT RENTAL  
SECURITY  
SOFTWARE  
SPRINKLER SYSTEM  
TELEPHONE SYSTEM  
TRAILER RENTAL  
TRUCK RENTAL  
UPS SOURCE  
WASTE DISPOSAL

## VII. HAZARD - SPECIFIC INFORMATION

### A. Fire

Fire is one of the most common disasters. Fire causes more deaths than any other type of disaster. Smoke detectors should be checked periodically to help prevent deaths in a fire.

### B. Floods

Prolonged rainfall over several days can cause a river or stream to overflow and flood the surrounding area. A flash flood can be from a broken dam or levee or after intense rainfall of one inch (or more) per hour.

The rule for being safe is simple: **HEAD FOR HIGH GROUND AND STAY AWAY FROM THE WATER!**

**FLOOD WATCH:** means a flood is possible in your area.

**FLOOD WARNING:** means flooding is already occurring or will soon occur in your area.

### **EVACUATION:**

Local government may recommend evacuation of specific areas along the coast. Evacuation orders should be taken seriously. If your business is in an evacuation zone, you should close as soon as possible after the announcement. If your staff lives in an evacuation zone, they should be released immediately.

If your warehouse facility is not in an evacuation zone, business will continue to be brisk until the public perceives the danger to be too great to venture out. This may mean that you'll want to extend your hours beyond normal closing time, or you may want to close early. Your customers will be your guide here. You may also be forced to close early due to a power failure.

Since a power failure is very likely, you will want to take special precautions after closing. As many perishable foods (except produce) as possible should be stored in the appropriate freezer or cooler. Gas should be cut off prior to departure, and circuit breakers for all compressors should be turned off if the power has already failed.

Inventory near the front windows should be moved to a safe location in case of glass breakage and to avoid theft. One or two management personnel should be designated to remain in the warehouse facility after closing, provided evacuation has not been recommended. It will be their responsibility to activate all of the



necessary precautions in the event of a power failure, and to protect the warehouse facility from looting.

**C. HURRICANES:**

**1. HURRICANE TERMINOLOGY:**

**GALE WARNING** - A warning associated with winds of 39 to 54 mph.

**HURRICANE** - An intense tropical weather system with a well defined circulation and a sustained wind speed of 74 mph or higher.

**WINDS**

Category 1	74-95 mph
Category 2	96-110 mph
Category 3	111-130 mph
Category 4	131-155 mph
Category 5	above 155 mph

Hurricanes are tropical cyclones in which winds reach a constant speed of at least 75 mph and may gust up to 200 mph. Their heavy bands of spiral clouds may cover an area of several hundred miles in diameter and generate torrential rains and tornadoes.

The eye of the hurricane is deceptively calm, almost free of clouds, with light winds and warm temperatures. If the eye passes over your area, only half of the storm has passed, the latter half has yet to come.

As the hurricane moves over the ocean, a dome of water - the storm surge - forms in the middle. **The storm surge is the most dangerous part of the hurricane.** The storm surge is responsible for 9 out of 10 deaths in a hurricane.

**HURRICANE WARNING** - Hurricane conditions are expected in the specified area of the Warning within 24 hours. Complete all storm preparations and evacuate dangerous or low-lying locations as soon as possible.

**HURRICANE WATCH** - Hurricane conditions are possible in the area of the Watch, usually within 36 hours. During a Hurricane Watch, prepare to take immediate action to protect your family and property in case a Hurricane Warning is issued.

**STORM SURGE** - A dome of sea water up to 20 feet high that arrives with a hurricane, and can affect as much as 100 miles of coastline. Evacuation zones are identified by their likelihood of being flooded by this rising water, which is responsible for most hurricane deaths.

**TROPICAL DEPRESSION** - An organized system of clouds and thunderstorms with a defined circulation and top winds of less than 39 mph.

**TROPICAL STORM** - An organized system of strong thunderstorms with a defined circulation and top winds of 39 to 74 mph. Tropical storms can quickly develop into hurricanes. Storms are named when they reach Tropical Storm strength.

**TROPICAL STORM WARNING** - Tropical storm conditions are expected in the specified area of the Warning within 24 hours.

**TROPICAL STORM WATCH** - Tropical storm conditions are possible within the specified area, usually within 36 hours.

**TROPICAL WAVE OR DISTURBANCE** - A cluster of clouds and/or thunderstorms without an organized circulation, moving through the tropics. Stronger systems start as Tropical Waves.

## **2. A WALK THROUGH A STORM:**

Let's face it: Dealing with a hurricane is really a form of gambling. It's something most of us would rather not do, because usually there are more losers than there are winners. You will not know in advance whether a hurricane will strike in your locality or not, so the action you take to prepare for a hurricane may seem like it was a waste of effort after a near hit. However, if your community is struck by a hurricane and you have prepared properly, you and your family will have a better chance at winning. Being overly cautious and well prepared will result in a minimum of damage to property, inventory, and little or no injury to personnel.

If your location is within 200 miles of the coast, it's very likely you'll have a chance to play at this game, like it or not. The good news is that there are a few rules you can count on.

### **a. TROPICAL STORMS:**

Hurricane season begins in June and ends in November. During this period, you will begin to hear weather reports of tropical depressions and tropical storms forming hundreds of miles out in the Atlantic Ocean. Most of these storms wear themselves out before getting anywhere near land, but some don't. Each tropical storm is assigned a unique name which will follow it until it disperses.

**b. HURRICANES:**

If the highest sustained winds in the storm rise above 74 mph, the storm will be classified as a hurricane.

As a hurricane or tropical storm begins to threaten the U.S. mainland (typically 3 to 5 days before striking land), the National Weather Service will begin to issue a series of advisories on the storm. Each storm advisory includes a latitude, longitude, course, speed, mileage, and direction of the storm from the nearest major city. These advisories are issued at midnight, 6 a.m., noon, and 6 p.m. EDT, every day, as long as the storm remains a threat to the United States. Intermediate advisories may be issued as necessary to alert coastal interests to changes in the storm's path when landfall is imminent. You can hear the text of these advisories by 1) calling the nearest NOAA information recording, 2) listening to the weather broadcast on a VHF radio (162.550 MHz in Jacksonville, 162.400 or 162.475 in other cities), 3) or listening to the same broadcast repeated on cable TV channels (Channel 12 on Continental Cable in Jacksonville). Most TV and commercial radio stations will include the details of the latest hurricane advisory during their weather programs. Storm details are also published in local papers, but tend to be about 12 hours out of date.

You can watch the progress of a storm by plotting its coordinates from each advisory. You may want to post this chart near the entrance to your facility to remind your customers of the need to stock up on hurricane supplies. If a hurricane begins to threaten your locality, you should expect sales of hurricane supplies to increase. These will include: canned foods, flashlights and batteries, candles, bottled water, ice, matches, ready-to-eat foods, etc. (See Table 1 for a complete list). During this same period, it may be prudent to let your inventory levels of perishable items to drop lower than normal.

**c. HURRICANE WATCH:**

If the storm looks like it will strike land within the next 36 hours, a *Hurricane Watch* will be issued by the National Weather Service for the affected areas. At this point in time, it will be appropriate for you to meet with all of your employees and let them know what will be expected in the event of a landfall in your locality. You will also want to identify, at this time, those associates who may be unable to help during this period. Those associates living between the intracoastal waterway and the ocean, those living in house trailers, single parents with children or elderly relatives at home may all have to be dismissed before their co-workers.

**d. HURRICANE WARNING:**

If it appears that the storm is likely to strike your locality, a *Hurricane Warning* will be issued for your area. These warning are issued no more than 24 hours of the expected landfall, but the course of the hurricane is erratic, the warning may come only a few hours before landfall. Since hurricanes most often strike land in the early morning hours, a typical hurricane warning will be issued during the morning of the day before landfall.

During the day before, you can expect heavy sales. Many businesses will be closing early to give their employees time to prepare for the storm. It is very likely that the American Red Cross and Civil Defense Authorities will be announcing the opening of emergency shelters in your area, and some citizens will begin evacuation to shelters. This is the point in time when you should tape or board the windows of your location and begin to bring inventory indoors.

**e. EVACUATION ORDERS:**

Local government may recommend evacuation of specific areas along the coast. Evacuation orders should be taken seriously. The storm surge associated with a hurricane can cause water levels to rise 10 to 20 feet above normal along a wide stretch of coastline. Heavy flooding at the beaches is almost a certainty if the landfall is within 150 miles.

If your facility is in an evacuation zone, you should close as soon as possible after the announcement. If your associates live in an evacuation zone, they should be released immediately.

If your facility is not in an evacuation zone, business will continue to be brisk until the public perceives the danger to be too great to venture out. This may mean that you'll want to extend your hours beyond normal closing time, or you may want to close early. Your customers will be your guide here. You may also be forced to close early due to a power failure.

Since a power failure is very likely, you will want to take special precautions after closing. As many perishable foods (except produce) as possible should be stored in the appropriate freezer or cooler. Gas should be cut off prior to departure, and circuit breakers for all compressors should be turned off if the power has already failed.

Inventory near the front windows should be moved to a safe location in case of glass breakage and to avoid theft. One or two management personnel should be designated to remain in the facility after closing, provided evacuation has not been recommended. It will be their responsibility to activate all of the necessary precautions in the event of a power failure, and to protect the facility from looting.

**f. POWER FAILURE:**

As the winds pick up, power lines may be knocked down by falling trees causing a power failure. In this event, an order for dry ice should be placed as soon as possible if deemed as needed. The circuit breakers on all electrical equipment, appliances, coolers, freezers, and air conditioners should be turned off until after the power is restored.

**g. LANDFALL:**

The storm will either strike land in your vicinity, or will continue up the coast. Once a hurricane has passed, there is little chance of it returning to your location. If it passes, it will be safe to open for business as soon as the all-clear signal is

issued by the Civil Defense or the hurricane warnings for your area are lifted by the National Weather Service.

**Because of this, all able employees should report to the location immediately after the storm to assess the situation, damages, and ready the location for business.**

If the eye of the storm passes over your location, you may expect winds of 75 to 150 mph. If it passes within 150 miles of your location, you will still experience destructive winds. If it passes within 300 miles, you may expect gale force winds, exceeding 32 mph. Additional damage may also be caused by tornadoes spawned by the hurricane and inland flooding associated with the torrential rains or storm surge. Storms passing further than 300 miles usually produce only extended rain and tides slightly above normal.

If the storm strikes land in your vicinity, or passes just off shore, the range of possible destruction is dramatic: There may be no damage to your building and its contents, or there may be no building left! You may never suffer interruption to electric power, or it may be out for as long as two weeks.

Ironically, your location may have been spared, but fallen trees, downed electrical lines, or heavy flooding may prevent your customers from shopping for several days. Flooding also may have deposited several thousand pounds of mud in your business.

**TORNADOES:**

Tornadoes generally occur during spring and summer, but can happen anytime during the year. With winds swirling at 200 miles an hour or more, a tornado can destroy just about anything in its path.

**TORNADO WATCH:** means a tornado is possible in your area.

**TORNADO WARNING:** means a tornado has been sighted and may be headed for your area. Go to safety immediately.

**Follow these precautions:**

- Pick a safe place where personnel could gather during a tornado. Make sure there are no windows or glass doors in the area.
- Turn off all utilities (electric, telephone, gas, etc...) prior to the storms arrival.
- Listen to local radio and TV stations for updated storm information.

**After the tornado:**

- Watch out for fallen power lines and stay out of the damaged area.

**EVACUATION:**

Local government may recommend evacuation of specific areas along the coast. Evacuation orders should be taken seriously. If your facility is in an evacuation zone, you should close as soon as possible after the announcement. If your associates live in an evacuation zone, they should be released immediately.

If your facility is not in an evacuation zone, business will continue to be brisk until the public perceives the danger to be too great to venture out. This may mean that you'll want to extend your hours beyond normal closing time, or you may want to close early. Your customers will be your guide here. You may also be forced to close early due to a power failure.

Since a power failure is very likely, you will want to take special precautions after closing. As many perishable foods (except produce) as possible should be stored in the appropriate freezer or cooler.

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**POWER FAILURE:**

As the winds pick up, power lines may be knocked down by falling trees causing a power failure. In this event, an order for dry ice should be placed as soon as possible if deemed as needed. The circuit breakers on all electrical equipment, appliances, coolers, freezers, and air conditioners should be turned off until after the power is restored.

**SEVERE THUNDER STORMS:**

Thunderstorms are always accompanied by lightning. These are intense local storms averaging 20 miles across and reaching as high as 10 miles.

**When a storm approaches:**

- Find shelter in a car or building.
- Unplug appliances and electrical/electronic equipment.
- Avoid using telephones or electrical appliances.
- Avoid taking a bath or shower, or running water for any other purpose. Metal pipes can conduct electricity.
- Turn off air conditioners. Power surges from lightning can overload compressors. This can result in costly repairs.
- Draw blinds and shades over windows. If windows break due to flying objects, the shades will prevent glass from shattering into your business.

**If someone is struck by lightning:**

- People struck by lightning carry no electrical charge and can be handled safely.
- Call for help. Dial 9-1-1 or your local Emergency Medical Services (EMS) number.
- Give first aid. If breathing has stopped, begin rescue breathing. If the heart has stopped beating, a trained person should give CPR.

**EVACUATION:**

Local government may recommend evacuation of specific areas along the coast. Evacuation orders should be taken seriously. If your facility is in an evacuation zone, you should close as soon as possible after the announcement. If your associates live in an evacuation zone, they should be released immediately.

If your facility is not in an evacuation zone, business will continue to be brisk until the public perceives the danger to be too great to venture out. This may mean that you'll want to extend your hours beyond normal closing time, or you may want to

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VIII.       DISASTER RECOVERY  
              REFERENCE MATERIALS  
              GLOSSARY OF TERMS

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## **DISASTER PLANNING/RECOVERY** **REFERENCE MATERIAL**

Bulgawicz, Susan L., CRM and Dr. Charles E. Nolan, CRM, Disaster Prevention and Recovery: A Planned Approach. ARMA International Publication Sales, 4200 Sommerset, Suite 215, Prairie Village, KS, 66208, 1988, ISBN 0-933887-28-0, 800-422-2762

The Disaster Recovery Journal. Disaster Recovery Institute, 2712 Meramer Drive, St. Louis, Missouri, 63129

Eulenbert, Julia Neibuhr. Handbook for the Recovery of Water Damaged Business Records. ARMA International Publication Sales, 4200 Sommerset, Suite 215, Prairie Village, KS, 66208, ISBN 0-933887-17-52, 1986, 800-422-2762.

ARMA International Standard Committee, Guideline - Magnetic Diskette Recovery Procedures. Prairie Village, KS: ARMA International Standard Committee, 1988.

BMS Catastrophe, Inc. Electronic & Magnetic Media Recovery. Special Technologies Division, 303 Arthur, Fort Worth, TX, 76107, 800-433-2940.

Association of Commercial Warehouse facilities. Disaster Planning Workbook for Warehouse facilities. ACRC Practices and Procedures Committee, 1990. ACRC, Post Office Box 20518, Raleigh, North Carolina, 27619, 919-821-0757.

Salvage of Water Damaged Books, Documents, Micrographic and Magnetic Media. Document Reprocessors of San Francisco, 41 Sutter Street, Suite 1120, San Francisco, California, 94104, 415-362-1290.

Vital Records Guidelines. ARMA International Standards Subcommittee, 4200 Sommerset, Suite 215, Prairie Village, KS, 66208, 1984/1991, ISBN 0-933887-14-0, 800-422-2762.

The Records & Retrieval Report. "Disaster Contingency Planning". September, 1992, Volume 8/Number 7. H. Wayne Gardner and Brett Balon. Greenwood Publishing Group, Inc. 88 Post Road West, Post Office Box 5007, Westport, CT, 06881, 203-226-3571.

***DISASTER RECOVERY GLOSSARY OF TERMS***

**GLOSSARY OF TERMS**

The following is a listing of the terms, and their definitions we use, in Disaster Contingency and Business Continuation Planning. Some of these terms are defined differently elsewhere; we might use them in a more narrow, or in a broader context, but in all cases we use these definitions in an attempt to clearly and concisely describe comprehensive disaster contingency and business continuation planning.

***Accessibility*** (of information and data) - To be able to get at, or obtain, your information or product, when and where you need to. (See Availability; Useability)

***Accessibility*** (of building, facilities, equipment) - To be able to enter your building or site, and your offices and facilities therein.

***'After'*** phase (of a disaster) - The period during which repair, restoration and restitution takes place, as a part of restoring as-intended functioning. (See 'Before'; 'During')

***Alternate site*** - A pre-planned work place, provided with appropriate facilities, equipment, information, data, and supplies, where staff can carry-out vital functions during the period in which the regular work site is inaccessible or unusable. Provisions are usually pre-arranged for transport of staff to the alternate site, and for catering and lodging while working there.

***As-intended functioning.*** - The usual or normal day-to-day operations of the business in the course of providing its products or services. 'As-intended functioning' does not imply either the best manner in which the activities can be performed, or that the performance is stress-less; the meaning is that of 'the way things should go'.

***Asset documentation*** - Recording, by photographic, video, or descriptive means, of the organization's physical property, equipment and furnishings, their location, and value. Such information is invaluable in substantiating insurance claims in the event of damage or loss.

***Authentication procedures*** - Pre-planned verification steps to assure that only authorized personnel are activating the alternate site, declaring a disaster, moving operations to the alternate site, ordering building evacuation, and like emergency steps. These procedures are usually incorporated in specific, restricted-access copies of the Plan Manual.

***Availability*** (of information and data) - That vital business information and data needed to provide products and services has been recorded and replicated for use wherever and whenever it might be required. (See Accessibility; Usability)

***Avoidance*** - Planning and activities to prevent the things you don't want to happen from occurring.

***Back-up*** (of information or data) - **v.** The process of creating one or more additional sets of information or data, on the same or different media, for use in the event that the initial information or data is not accessible or usable. **n.** The additional copies of information or data for use when out-of-course events, emergencies or disasters prevent access to, or use of, the initial data.

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**Back-up agreements** - Agreements made with other organizations to enable your use of their building, infrastructure, facilities or equipment in the event that yours cannot be used, or vice versa. In considering back-up agreements, it is important to remember that many events that will disrupt your organization may also disrupt most of your neighborhood.

**Back-up site** - An alternate site.

**'Before' phase** (of a disaster) - That time period, before which an emergency, out-of-course event, or a disaster strikes your organization, when you have opportunity to create a disaster preparedness and business continuation plan. Your 'Before' phase may end as you read this! (See 'After'; 'During')

**Building** - The edifice which you own or in which you rent or lease space for staff to conduct business or manufacture products or provide services and/or to store material.

**Business continuation** - The functioning of your organization during the periods of emergency, out-of-course events, or disasters, and the return to as-intended functioning.

**Business impact analysis** - The determination of what affect any out-of-course event, emergency, or disaster will have upon the ability of the business to function or to perform its activities.

**Business interruption** - The stoppage of business functioning. No services are being provided; no products being produced; no support services being rendered.

**Business recovery** - Return to as-intended functioning. This encompasses restoration and restitution (q.v.) as well as return to operations in the original building(s) or in replacement building(s). It also includes financial reimbursement for loss or damage.

**Capacity** - A system's ability to handle the amount of information and/or product with which it is likely to be presented under the most adverse conditions. A vital factor in alternate site planning.

**Cold site** - An alternate site, associated with data processing. Usually only a building and infrastructure lacking any equipment, facilities, information, data, supplies or other provision for staff.

**Communications security** - (1) Safe-guarding of information or data during its transmission because of the confidential or sensitive nature of the information of data. (2) Steps taken to assure the integrity of a communications systems, or to reduce the vulnerability of the communications system to emergencies, out-of-course events, or disasters. Alternate communications systems, or redundancy, is frequently utilized.

**Contingency** - The planned or programmed response to an event; the availability of an alternate means or method.

**Critical functions** - The functions or activities within a business that must necessarily be accomplished. Critical functions (and their antithesis, "nice functions") are usually time-line based. Payroll preparation may not be a critical function on Monday, but it may be on Thursday! Maintenance of mailing lists may not be critical in the short-term, but after ten days, it might be

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vital to up-date them. Critical functions, and when functions become critical, is one of the initial determinations in creating a disaster contingency and business continuation plan.

***Critical data; critical information*** - That data and information that must be in hand in order for the critical functions to be performed.

***Damage mitigation*** - The process of stemming or preventing damage to building, infrastructure, equipment, facilities, furnishing, and other contents that might result from an emergency, out-of-course event, or a disaster. Pre-planning, as a part of disaster contingency and business continuation planning, establishes resources to mitigate any damage, as well as to provide information on what should be saved first, where it is located, and how it should be saved.

***Data*** - That part of an organization's information that is recorded, stored, or processed utilizing magnetic or optical media. (See Information)

***Data protection*** - Practices and procedures to assure that data is available, accessible, and usable, whenever and wherever needed.

***Disaster*** - The consequence of an emergency or out-of-course event, when normal or as-intended functioning or performance is impossible or impractical. Preparedness planning, alternate site(s), and back-up prevent an emergency or out-of-course event from escalating into a disaster. In many definitions, 'disasters' are direct events; we consider 'disasters' the results of failure to properly establish contingency plans. As an example, a severe storm is not a disaster; failure to plan for continued operations in spite of the storm can result in events escalating into a disaster wherein your organization cannot function or perform. (See Emergency; Out-of-course event)

***Disaster contingency planning*** - The science and art of creating a plan that will enable an organization to cope with and survive out-of-course events, emergencies and disasters.

***Disaster management center*** - The pre-planned location, within the organization's building if such is usable, or at a pre-planned site from which the emergency or out-of-course event is managed and responses directed.

***Disaster management team*** - Key members of the organization's staff who evaluate the circumstances of the emergency or out-of-course event, its potential length, and the requirements necessary to continue operations and to prevent the occurrence from escalating into a disaster. This management team, in conjunction with the Alternate Site management team, initiates alternate site operations. Duties, responsibilities, and authority of the disaster Management team, and its alternate members, are iterated in the Plan Manual. The Disaster Management team should also include a coordinator from pre-selected specialists in damage mitigation and restoration.

***Disruption*** - Any event negatively impacting a function of the organization.

***Drill*** - A practice session, emulating an emergency or out-of-course event, intended to provide fine-tuning of in-place procedures, and to assure that individual systems and procedures are proved, that all systems and procedures can work together, and to prove that the disaster contingency plan is able to deal with normal and emergency conditions.

**Disaster Contingency Planning**

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***'During' phase*** (of a disaster) - The period during which the as-intended function of the organization is interrupted or halted. In this phase, contingency plans are activated, and the disaster management team superintends over all activities. (See 'After'; 'Before')

***Dynamic information*** - Information frequently used and information subject to on-going change.

***Emergency*** - An occurrence, such as a work stoppage, storm warning or an evacuation because of potential danger, that does not physically impact as-intended function, but does impair, impede, interrupt or cause the halt of as-intended functioning. (See Out-of-course event)

***Equipment*** - The 'hardware' an organization uses, including computers, word processors, copiers, fax machines, telecommunications equipment, office mechanicals, desks, chairs, and like furnishings necessary for the organization to perform its functions.

***External*** (causes) - Those out-of-course events and emergencies that occur outside of the organization but have direct impact on its functioning. External causes or events include Natural,

Human-intervention, Technologic, and Infrastructure occurrences. (Refer to each of these latter definitions.)

***Facilities*** - The space an organization occupies within a building or site, including reception areas, lobbies, offices, conference rooms, libraries, cafeterias, warehousing areas, and the like, wherein and wherefrom an organization functions. 'Facilities' can also include lounges, exercise rooms, and the like.

***Failure*** - When an expert of the building, infrastructure, equipment, facilities, or computer software does not work, or staff cannot work. (See Fault)

***Failure probabilities*** - The statistical (or other) likelihood that a specific failure will occur. This serves as a guide in planning and allocation of resources. (See Risk)

***Fault*** - When an aspect of the building, infrastructure, equipment, facilities, or computer software does not work as intended, or the staff cannot work as intended or normally. (See Failure)

***Fault correction sequence*** - The pre-determined sequence in which specific faults are to be corrected. The sequence is designed to preclude additional faults or failures, minimize fault duration, and minimize the duration in which as-intended functioning is impacted, impaired, impeded, interrupted or halted.

***Hot site*** - An alternate site wherein resources and equipment for contingency functioning are located. The type and amount of equipment and other resources vary, from scant ability to continue some operations to complete resources necessary to carry on deemed business functions.

***Human error*** - A mistake, misapprehension, misunderstanding, misjudgment; a blunder, slip or oversight in a person's actions.

***Human error consequence*** - The result of a human error on the as-intended function of an organization.

**Disaster Contingency Planning**

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**Human intervention events** - An event that is caused by a person or persons that impacts the as-intended functioning of the organization. The person or persons can be employees or staff members ('Internal') or others ('External'). Human intervention events include sabotage, vandalism, strikes, mischief, kidnapping, arson, and purposeful omissions.

**Impair** - To diminish the value, excellence or integrity of an activity or function.

**Impede** - To slow, obstruct or hinder the functioning or accomplishing of a task or activity.

**Information** - The 'facts and figures' of a business that a business requires to produce its products or to provide its services. Recorded information can be on hard copy, usually paper and eye-readable, microfilm or microfiche. (Information recorded on magnetic or optical media is considered 'data', q.v.)

**Information security** - Practices and procedures to assure that information will be available, accessible, and usable, whenever and wherever needed.

**Infrastructure** - Those elements of a building or site that are 'permanent', such as elevators, heating, ventilating, and air conditioning systems, power systems, and piping for water supply and waste water disposal.

**Insurance audit** - A professional assessment of an organization's insurance coverage for its building, infrastructure, facilities, equipment, staff, and business continuity to determine (1)

whether or not coverage has been provided for faults and failures that management believes and wants coverage; (2) whether or not the provided coverage is in amounts that management believes is adequate; and (3) that the organization's day-to-day functions are in compliance with the provisions and restrictions of the coverage, so that if a loss occurs, proper restitution will be made by the insurance carrier.

**Internal (causes)** - Those out-of-course events and emergencies that occur within the organization, and have direct impact on the as-intended functioning and activities. Internal causes include Human-intervention, Technologic, and Infrastructure occurrences. (Refer to each of these latter definitions.)

**Interruption** - A halting or stoppage, for a relatively short period, of the as-intended functioning or activity.

**Loss** - When a building or part of a building, or part or all of its infrastructure, facilities, equipment or furnishings are damaged, destroyed or rendered useless.

**Manual** - See Plan Manual.

**Material** - The aggregate or things (e.g., equipment, supplies, facilities) used or needed in any business or undertaking (as distinguished from personnel). Not to be confused with material.

**Natural events** - Any event, 'caused by Nature' or by "act of God' that impacts the as-intended functioning of the organization. Natural events include storms, lightning, earthquakes, flood, hurricanes, and magnetic storms.

**Out-of-course event** - Any event not a part of planned for operations that impacts the as-intended functioning of the organization. This can be caused by natural, technologic or human-intervention events and can lead to a disaster if not addressed properly.



**Plan Manual** - The codification of an organization's disaster preparedness and business continuation plan. A Plan Manual contains the logistics, systems and procedures for implementation of the Plan, and provides guidance and procedures to be followed in preparation for, and during the time span when operations are impeded, impaired, interrupted or halted due to events that are not a part of normal business functioning. The Plan Manual also serves as a reference for all members of the organization, and iterates procedures and action steps that are necessary to reduce present and potential vulnerabilities, in, and risks to, the organization's building, infrastructure, facilities, equipment, information, data, and staff. The Plan Manual is the reference in which is set forth the strategies and logistics, and procedures and action steps, necessary for the organization's business continuation and survival when an emergency, out-of-course event, or a disaster strikes. We also refer to this as the 'Primer for Survival'.

**Recovery** - The process or time period in which material and operations are being restored to a state of as-intended functioning.

**Recovery site** - An alternate site (q.v.) used when the regular work site, or its contents, are inaccessible or unusable. The term, 'alternate site' is much preferred.

**Rectification** - The process of correcting faults and failures so that as-intended performance or functioning will be achieved.

**Remedial steps** - The individual steps or actions taken in correcting faults and failures, or in reducing or eliminating vulnerabilities.

**Restitution** - Payment by insurance companies in compensation for losses incurred. (See Insurance audit)

**Restoration** - The process - including cleaning, repairing, drying, de-odorizing, painting, and refinishing - of returning material to its condition prior to a loss.

**Risk** - The relative probability or chance that a particular fault or failure will occur, or that a particular Natural, Human-intervention, Technologic, or Infrastructure event will occur. The relative vulnerability to an out-of-course event, emergency or disaster. (See Failure probabilities)

**Security** - The physical protection afforded the site, building and contents, to the staff working there, and to visitors, to assure their safety and well-being.

**Sensitivity** - (of information and data). The relative confidentiality of the organization's information and data, relative to business and trade secrets. The greater the sensitivity of the information, the greater the amount of protection it must be afforded to assure against theft, compromise, or unauthorized access or use.

**Technologic events** - Any occurrence caused by, or related to, the use of technology, that impacts, impairs, or impedes the as-intended functioning of the organization. Technologic events include the shortage or failure in supply of electricity, common carrier telecommunications, computer and software failures, local- and wide-area computer network failures, electro-magnetic interference and electro-magnetic radiation.

**Test** - A practice session. A period of adjustment and demonstration that all systems can work together as intended.



**Disaster Contingency Planning**

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**Transparently** - The ability to conduct activities and functions under other than as-intended conditions without customer or client awareness that you are operating, say, from your alternate site.

**Triage** - The decision process, by the Disaster Management Team (q.v.), in determining what requirements are necessary to preparedness plan should be activated to assure business continuity.

**UPS** - Uninterruptible Power Supply. A back-up power supply, usually battery-based, that furnishes sufficient and correct power to (1) allow safe and orderly shut-down of computing facilities without loss of data or damage to the equipment; or (2) to allow emergency functioning of telephone or other telecommunications equipment; or (3) to provide emergency lighting or elevator power; or (4) to provide a continuity of emergency power until an emergency or stand-by generator is activated and functioning. The term UPS is frequently used to describe a device intended only to filter out undesirable fluctuations in the main power supply.

**Usability** - (of information and data). Information or data must be able to be read and comprehended to be of any value. Codes, explanations and keys must be available for eye-readable information; hardware and software, and computer codes need be available for magnetic media; indexes and locator aids for stored microform and paper records. (See Accessibility; Availability.)

**Vulnerability** - An area of function that may be impacted by a Natural, Human-intervention, Technologic or Infrastructure event, resulting in an impaired, impeded, interrupted or halted as-intended functioning or activity. An organization's building, information, data, and staff are each vulnerable to out-of-course occurrences and emergencies caused by Natural, Human-intervention, Technologic, and Infrastructure events. Such vulnerabilities, and the consequential impact, can be reduced, minimized, or eliminated in a disaster contingency program.

**Warm Site** - A partially equipped (hence, partially prepared and ready) alternate or back-up site. Less ready than a Hot Site (q.v.) yet more ready than a Cold Site (q.v.) - ('Cool" and 'Tepid' site probably exist, too!)



All retrievals and transportations shall have a standard set at the listed "Next Day" Rate, unless otherwise specified by a particular Agency that is using this agreement.

**Climate Controlled Storage Rate: \$1.25 per cubic foot**

Storage		
	Unit	Price
Record Storage - Standard Letter/Legal 1.2 cf	cf	\$0.09
Record Storage - Letter 2.4 cf	cf	\$0.09
Record Storage - Legal 3.0 cf	cf	\$0.09
Records Storage - Legal Drawer 3.6cf	cf	\$0.09
Records Storage - Executive Legal 3.6 cf	cf	\$0.09
Records Storage - X-Ray Box 1.2 cf	cf	\$0.09
Records Storage - Check 0.75 cf	cf	\$0.09
Records Storage - Architectural/Engineering Drawing 2.25 cf	cf	\$0.09
Services		
Add New Inventory		
	Unit	Price
Add Container - Coding and Shelving	cf	\$1.00
Initial File Input Transmittal	ea	\$1.40
Index File	ea	\$0.30
Add File to Existing Container	ea	\$1.40
Add Documents to Existing File	ea	\$1.40
Retrieve Container		
Retrieve Container - Next Day	cf	\$1.40
Retrieve Container - Same Day	cf	\$1.40
Retrieve Container - Rush	cf	\$3.70
Retrieve Container - After Hours	cf	\$9.00
Retrieve File		
Retrieve File - Next Day	ea	\$1.40
Retrieve File - Same Day	ea	\$1.40
Retrieve File - Rush	ea	\$3.70
Retrieve File - After Hours	ea	\$9.00
Refile		
Container Return and Refile	cf	\$1.40
File Return and Refile	ea	\$1.40
Permanent Removal of Inventory		
Permanent Removal	cf	\$0.00
Destroy Container Documents	cf	\$0.95



All retrievals and transportations shall have a standard set at the listed "Next Day" Rate, unless otherwise specified by a particular Agency that is using this agreement.

Transportation	Unit	Price
Next Day delivery or pickup - includes 3 cubic feet	per trip	\$11.50
Next Day - items over 3	cf	\$0.80
Same Day delivery or pickup - includes 3 cubic feet	per trip	\$16.50
Same Day - items over 3	cf	\$0.80
Rush delivery or pickup - includes 3 cubic feet	per trip	\$40.00
Rush - items over 3	cf	\$0.80
After Hours delivery or pickup - includes 3 cubic feet	per trip	\$90.00
After Hours - items over 3	cf	\$1.00
Miscellaneous		
Records Management Services - per laborer	per hr	\$30.00
Records Management Services - per supervisor	per hr	\$45.00
Research/Audits/Special Reports	per hr	\$38.00
Photocopy	per page	\$0.50
Scanning	per page	\$0.15
1.2 cf Letter/Legal Box	ea	\$1.70
2.4 cf Letter Box	ea	\$2.35
3.6 cf Legal Box	ea	\$2.75
1.2 cf X-Ray Box	ea	\$2.00
0.75 cf Check Box	ea	\$1.85
2.25 Architectural/Engineering Drawing Box	ea	\$2.50



**Data Protection Schedule "A"**  
**City And County Of Denver**

Storage	Unit	Price
Case Storage: Small tape container	Per case, per month	\$4.50
Case Storage: Large tape container	Per case, per month	\$10.00
Tape Storage: Individual slotted tapes	Per tape, per month	\$0.15

Services-Vault Handling	Unit	Price
Case Retrieval	Per case	\$1.00
Case Refile	Per case	\$1.00
Tape Retrieval	Per Tape	\$0.35
Tape Refile	Per tape	\$0.35
Rush Case Retrieval	Per case	\$2.00
Rush Tape Retrieval	Per tape	\$0.70
<b>Transportation</b>		
Daily M-F	Per stop	\$15.00
Weekly 1 day per week Scheduled	Per stop	\$20.00
Monthly 1 day per month Scheduled	Per stop	\$30.00
Unscheduled Same day	Per stop	\$60.00
2 Hour Rush	Per stop	\$75.00
After Hours, Weekends	Per stop	\$150.00
Holiday	Per stop	\$200.00
<b>Tape Case Rental, (2 case minimum)</b>		
Small tape container 7/10 tapes	Per case, per month	\$5.00
Large tape container 18 Tapes	Per case, per month	\$10.00
<b>Destruction</b>		
Computer media: Includes certificate of destruction	Per item	\$1.00
<b>Additional services</b>		
Admin Fee		No Charge
Fuel Surcharge		No Charge
Container Locks		No Charge

Note slots are billed in increments of 32 in case and 40 out of case for LTO's

Initials \_\_\_\_\_  
 Initials \_\_\_\_\_





### ITEM NO. 8

The City is aware that vendor may offer other services associated with this agreement. Provide pricing and additional information for all services provided by your firm to include but not be limited to:

- Indexing at box level - (data entry forms to be filled out by City agency) **\$0.35** per field (limit of 50 characters) per field
- Large Multimedia Box **\$10.00**
- Small Multimedia Box **\$4.50**
- DLT - 20 Capacity Box **\$9.00**
- Document Box **\$1.70**
- Fiche/Film/Video Box **\$4.50**
- Media Rolling Carts **\$90.00**
- Slot Fee (bills in increments of 25) **\$0.15 per slot**
- Tape Rotation **\$0.35 per Item**
- Box Rental **\$5.00 small box and \$10.00 large box**
- Transport Cases **\$4.50**
- Customer initiated projects and on-site audits. Initiated projects include scan audits, tape re- labeling, and inventories. **\$33.00 per hour**
- Disaster Recover and Library Moves **Quoted**
- Advanced Client Interface Software **\$12,000**
- Box replacement **\$4.50**
- Scanning **\$0.15 per page**

#### Media Vault

Stand-alone Six Sided Block Filled Concrete Vault  
 4 Hour Fire Rated  
 Climate and Humidity Control  
 FM-200 CO2 Fire Protections System  
 CCTV Inside Vault and Card Key Access  
 Media Container Racks and Gemtrac Units  
 Restricted Access

#### \*Awarded vendor(s) are expected to include the following at NO CHARGE:

- Computer maintenance, on-line web services, inventory tracking, permanent withdrawal, receiving and entry or accession of boxes.
- Account information
- Forms and Labels
- For orders within the same facility, only one transportation charge is applicable. Denver International Airport is to be considered one facility



## SHREDDING PRICING

Executive/65-gallon/95 gallon	\$10.00 per bin (quarter full)
Executive/65-gallon/95 gallon	\$12.50 per bin (half full)
Executive/65-gallon/95 gallon	\$15.00 per bin (three quarter full)
Executive/65-gallon/95 gallon	\$17.50 per bin (full bin)
Destruction Per Box 1.2 c.f. box	\$3.00
Destruction Per Box 2.4 c.f. box	\$6.00
Destruction 3.0-3.6 c.f. box	\$9.00
Purge Bins (per bin)	\$45.00
Hard Drive Destruction	\$10.00 per drive
CD Destruction	\$0.10 per CD
LTO/DLT tape destruction	\$1.00 per tape
Trip Charge (offsite)	\$35.00
Trip Charge (onsite)	\$50.00
After Hours Trip Charge	\$150.00