

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **IEM INTERNATIONAL, INC.**, a Delaware corporation, whose address is 5420 Wade Park Blvd Ste 140, Raleigh, NC 27607 (the “Contractor”), individually a “Party” and jointly the “Parties.”

## RECITALS

**WHEREAS**, the City desires to establish an on-call service contract to provide temporary disaster staffing and functional augmentation for the Mass Care Department Operations Center (“MC DOC”) during emergency incidents or events, on an as-needed basis; and

**WHEREAS**, the Contractor possesses the expertise and capacity to provide such temporary staffing and support services in response to emergency situations; and

**WHEREAS**, the City’s Department of Housing Stability (“HOST”) may also access these services at the negotiated rates for other similar emergency events requiring sheltering operations, including but not limited to cold weather emergencies.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

- 1. COORDINATION AND LIAISON:** The Contractor shall coordinate all services performed under this Agreement with the Manager of the Department of Human Services (the “Manager”), with any other personnel formally designated by the Department of Human Services (“DHS”), or, if applicable, with a representative of another City agency expressly designated by the City to act on its behalf for purposes of this Agreement. If the City designates a third party to serve as a liaison or coordinating entity, the Contractor shall coordinate its performance with such third party in the same manner and to the same extent as with City personnel.
- 2. PERFORMANCE OF SERVICES:** The Contractor shall diligently undertake, perform, and complete all services and deliverables set forth in **Exhibit A – Scope of Work** and in any Task Orders issued hereunder, in strict accordance with the terms and conditions of this Agreement. The Contractor affirms that it possesses the necessary qualifications, resources, and capacity to provide the required services and shall faithfully perform such services with the degree of care, skill, training, diligence, and judgment expected of highly competent professionals performing similar work under similar circumstances. The Contractor shall comply with all City referral policies and procedures, including but not limited to rules governing services to clients who are denied services due to ineligibility or other reasons. The Contractor shall adhere to all applicable federal, state, and local laws, regulations, and ordinances in the performance of services. The City may, at any time and in its sole discretion, provide written notice to Contractor to suspend or reduce the scope of services under this Agreement or any Task Order. In such cases, the City shall adjust the fees payable to the Contractor accordingly, and the Contractor shall not be entitled to compensation for services not performed as a result of such suspension or reduction. This right is separate from and in addition to the City’s termination rights set forth elsewhere in this Agreement. All reports, documents, records, data, and any other materials or work product prepared or developed by the Contractor under this Agreement or any Task Order, in any medium, shall become the exclusive property of the City upon creation or delivery to the City, whichever occurs first. The Contractor hereby assigns to the City all rights, title, and interest in such work product, including any intellectual property rights therein. The Contractor may retain copies for its records purposes only.
- 3. TASK ORDERS**

**3.1. Task Order Issuance:** This Agreement establishes the framework for on-demand services. The City engages the Contractor's services exclusively through the issuance of written Task Orders. Each Task Order constitutes the City's authorization for the Contractor to perform specific work and serves as the mechanism by which the City activates services under this Agreement. No work shall commence, and the Contractor shall not be entitled to compensation for any services, unless and until a Task Order has been fully executed by authorized representatives of both Parties.

**3.2. Task Order Requirements:** Each Task Order shall be signed by both Parties prior to the commencement of work and shall specify: (i) a detailed scope of work describing the services to be performed; (ii) deliverables and acceptance criteria; (iii) completion timeline and any interim milestones; (iv) applicable pricing structure (hourly rates, fixed fee, or other approved method); (v) payment schedule and invoicing requirements; (vi) a "not to exceed" amount for the Task Order; (vii) the funding source (if known), including whether the services are subject to federal reimbursement, state reimbursement, or other funding, which determination shall trigger applicable compliance requirements under the Federal and State Reimbursement; Conditional Compliance provision of this Agreement; and (viii) any special terms, conditions, or requirements specific to the Task Order that do not conflict with this Agreement. A sample Task Order form is attached hereto as **Exhibit C** for reference purposes only.

**3.3. Relationship to Agreement:** All Task Orders shall incorporate the rates established in this Agreement and shall be governed by and construed consistently with the terms and conditions of this Agreement. In the event of any conflict between a Task Order and this Agreement, the terms of this Agreement shall control unless the Task Order explicitly states that it modifies a specific provision of this Agreement and such modification is signed by authorized representatives of both Parties. Task Orders may be amended only through a written amendment jointly prepared and executed by authorized representatives of both Parties.

**3.4. No Minimum Guarantee; Discretionary Engagement:** The City maintains sole and absolute discretion regarding whether, when, and how frequently to issue Task Orders. The City is not obligated to issue any minimum number or dollar amount of Task Orders during the term of this Agreement. The Contractor acknowledges that this is an on-demand services contract and that the issuance of Task Orders is contingent upon the City's needs, available funding, and operational requirements.

**3.5. Termination of Task Orders:** Individual Task Orders may be terminated in accordance with the termination provisions set forth in this Agreement. Termination of an individual Task Order shall not affect other outstanding Task Orders or this Agreement unless otherwise specified. Upon expiration or termination of this Agreement for any reason, all then-outstanding Task Orders shall automatically terminate unless the Parties explicitly agree otherwise in a writing signed by authorized representatives of both Parties.

**4. TERM:** The Agreement will commence on January 1, 2026, and will expire, unless sooner terminated, on December 31, 2028 (the "Term"). Subject to the City'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 City.

**5. COMPENSATION AND PAYMENT**

**5.1. Budget:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Contractor certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not

allow claims for services furnished by the Contractor that are not specifically authorized by this Agreement.

**5.2. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor's expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

**5.3. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other 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. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as detailed in the attached **Exhibit A** or as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission.

**5.4. Timesheets:** If applicable, timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Contractor must not allocate costs billed to this Agreement to another federal award unless the City notifies the Contractor in writing that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain all necessary attestations as directed by the City.

**5.5. Maximum Contract Amount**

**5.5.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Eight Million Dollars (\$8,000,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in the Exhibits or any executed Task Order. Any services performed outside the scope of authorized work or beyond the Term are undertaken at the Contractor's sole risk and are not authorized under this Agreement.

**5.5.2.** 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.

**5.6. Budget Modifications:** Budget line items may only be modified in accordance with Budget Modification Policy No. 1703-495, as amended. Notwithstanding the preceding sentence, each modification to **Exhibit A** shall not take effect until approved in writing in accordance with Budget Modification Policy No. 1703-

495, and any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

## **6. FEDERAL AND STATE REIMBURSEMENT; CONDITIONAL COMPLIANCE**

**6.1. Incorporation of Laws by Reference:** All applicable federal, state, and local statutes, regulations, ordinances, and other legal requirements pertaining to the performance of services under this Agreement are deemed to be incorporated herein by reference, whether or not specifically enumerated. The references to specific legal requirements in this Agreement are not intended to constitute an exhaustive list of applicable law. The Contractor shall comply with all such requirements and shall ensure that all subcontractors also comply to the extent necessary.

**6.2. Federal Requirements:** The services shall be performed in strict compliance with the federal provisions attached hereto as **Exhibit F**, which is incorporated herein by reference. The Contractor acknowledges its responsibility to familiarize itself with all applicable federal requirements, including but not limited to those set forth in **Exhibit F**. The Contractor shall maintain complete and accurate records related to all services provided under this Agreement and any Task Orders issued hereunder. Such records shall be retained for the longer of: (i) the period required by applicable federal, state, or local law or regulation; or (ii) three years following final payment under this Agreement. The Contractor shall make such records available for inspection, audit, and copying by the City, federal awarding agencies, the U.S. Comptroller General, or their authorized representatives, and shall cooperate fully with any such audit or inspection.

**6.3. Potential Reimbursement:** The Parties acknowledge that services performed under this Agreement and any related Task Orders may be subject to full or partial reimbursement from federal and/or state funding sources. The specific funding source, grant program, or reimbursement mechanism may not be determined at the time of execution of this Agreement or any Task Order.

### **6.4. Triggering of Conditional Requirements**

**6.4.1. Federal Funding:** If any Task Order issued under this Agreement specifies that services are subject to federal reimbursement or are federally funded, in whole or in part, all federal requirements set forth in this Agreement, including those in the Federal Provisions section and **Exhibit F**, shall apply to that Task Order. The designation of federal funding in a Task Order constitutes notice that all such federal requirements are activated and binding upon Contractor for the performance of that Task Order.

**6.4.2. State Funding:** If any Task Order issued under this Agreement specifies that services are subject to state reimbursement or are state funded, in whole or in part, all applicable state requirements as specified in the Task Order or as otherwise provided by the City shall apply to that Task Order.

**6.5. Notification, Cooperation, and Flow-Down:** The City shall notify the Contractor in writing when the funding source for any Task Order has been determined or changes. The Contractor shall cooperate fully with the City and provide all documentation, reporting, invoicing records, and other information necessary to facilitate federal or state reimbursement, including compliance with any program-specific reporting or documentation requirements. The Contractor shall include appropriate flow-down provisions in all subcontracts to ensure subcontractor compliance with applicable federal or state requirements when such funding is identified for a Task Order.

## **7. PROGRAM RESTRICTIONS**

**7.1. Recovery of Incorrect Payments:** If, because of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections

are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the federal government of the United States, the State of Colorado, or the City in accordance with applicable federal laws, state, and local laws. The closeout of a federal award does not affect the right of the federal agency, the State of Colorado, or the City to disallow costs and recover funds because of a later audit or other review.

- 7.2. Matching Funds:** As may be required by federal, state, or local law, the Contractor shall provide eligible matching funds or in-kind contributions as provided in **Exhibit A**. Prior to using federal funds as a source of matching funds, the Contractor shall require approval from the City and the applicable awarding agency. The Contractor shall report in writing to the City all contributions to be applied toward any non-federal match required under this Agreement ("Match Report(s)"). Match Reports shall be submitted every four (4) months from the Term start date and attached to that month's invoice. The Contractor shall be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City and provide documentation that supports the match consistent with the federal guidelines found in 24 C.F.R. 578, *et seq.* Such contributions shall be recorded on a Match Report and submitted to the City and shall be available along with back up documentation for review at the request of the City. Match Reports shall list all contributions provided by the Contractor toward the match requirement and shall list the total amount of contributions made as of the date of the Match Report. The City reserves the right to withhold, adjust and/or reallocate final payments under this Agreement if it determines that the required match is not being met to the City's satisfaction or the current spending is inconsistent with amounts of non-federal match contributions. The Contractor's Match Report shall be certified to be correct by an authorized representative of the Contractor and shall reference the Agreement number as designated below on the City's signature page.
- 7.3. Closeout Procedures:** The Contractor shall comply with all contract closeout procedures directed by the City under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature. To complete closeout, the Contractor shall timely provide the City with all deliverables, including documentation, and the Contractor final reimbursement request or invoice.
- 7.4. Client Records:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except upon written consent of the client, their attorney, or guardian.
- 7.5. Pass-Through Provisions Required:** If the Contractor enters into any subcontracts or subgrants with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Contractor shall include provisions in its subcontracts regarding the federal and state laws identified or referenced in this Agreement. The Contractor retains full responsibility for complying with the terms of this Agreement, whether the services are provided directly or by a third party, and for including all relevant terms in its subcontracts.
- 7.6. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the

facilities or Services offered by the Contractor. To satisfy this requirement, the Contractor agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of Services. The Contractor agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the City for approval at the City’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

**7.7. Eligibility Determination:** The Contractor shall comply with all applicable federal, state, and local laws regarding verification of eligibility for public benefits. To the extent required by law, the Parties will cooperate to verify the lawful presence in the United States of each natural person eighteen (18) years of age or older who applies for federal, state, or local public benefits conferred pursuant to this Agreement. The Contractor shall implement appropriate procedures to determine eligibility in accordance with applicable regulations before providing services or benefits under this Agreement. Verification of lawful presence in the United States is not required for any purpose for which lawful presence is not explicitly required by law, ordinance, or rule. The Contractor shall maintain records of all eligibility verifications performed and shall make such records available to the City upon request. Any expenditure by the Contractor in violation of this provision, or any related federal, state, or local laws, rules, or regulations, shall be deemed unauthorized and subject to immediate reimbursement to the City. Repeated or willful violations may constitute grounds for termination of this Agreement.

**7.8. Political Activity:** The Contractor agrees that political activities are prohibited under this Agreement and further agrees that no funds paid by the City hereunder will be used to provide transportation to polling places or to provide any other services in connection with elections or political activities.

**7.9. Non-Discrimination:** The Contractor agrees to comply with all federal and state statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, Pub. L. 88-352, which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1683 and 1685- 1686, which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1974, 42 U.S.C. §§ 6101-6107, which prohibits discrimination on the basis of age; the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; §§ 523 and 527 of the Public Health Service Act of 1912, 42 U.S.C. 290, *et seq.*, relating to confidentiality of alcohol and drug abuse patient records; Executive Order 11246; the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, relating to nondiscrimination of protected veterans; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601, *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing; all regulations and administrative rules established pursuant to the foregoing laws; any additional nondiscrimination provision in any specific statute applicable to any federal or state funding for this Agreement; and the requirements of any other nondiscrimination statutes which may apply.

**8. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any

other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

**9. REPORTS:** The Contractor shall provide the Agency with the reports described in **Exhibit A** in such a format as may be designated by the City. Reports may be submitted electronically by disk or e-mail, followed by hard copy transmittal. In addition, the Contractor shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or any relevant federal agency may impose penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

**10. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the City to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor agrees that the reporting and record keeping requirements specified in this Agreement are a material element of performance and that if, in the opinion of the City, the Contractor's record keeping practices and/or reporting to the City are not conducted in a timely and satisfactory manner, the City may withhold part or all payments under this Agreement until such deficiencies have been remedied. In the event of a withheld payment, the City agrees to notify the Contractor of the deficiencies that must be corrected to bring about the release of the withheld payment.

**11. 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.

**12. TERMINATION**

**12.1.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) 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 Director or the date on which the Contractor receives the notice of termination.

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

**12.3.** The City has the right to issue a Notice to Stop Work (“Notice to Stop Work”) if the City has reason to believe, in its sole discretion, that the federal funds and/or state funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, the Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. The Contractor shall submit an invoice for all outstanding work as soon as possible, but no later than fifteen (15) days after the date of the Notice to Stop Work or as directed in the Notice. The Contractor shall not resume work under the Agreement until it receives a Notice to Proceed (“Notice to Proceed”) from the City. A Notice to Stop Work does not terminate this Agreement.

**12.4.** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City’s public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

**12.5.** 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. 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.”

**13. REMEDIES FOR NONCOMPLIANCE:** If the Contractor does not correct an identified default within the specified timeframe, then the City may impose any or all the following remedial actions, in addition to all other remedial actions authorized by law:

**13.1.** Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed during the authorized period to cure default;

**13.2.** Deny all requests for payment and/or demand reimbursement from the Contractor of all payments previously made to the Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

**13.3.** Deny in whole or in part any application or proposal from the Contractor for funding of the Program for a subsequent program year regardless of source of funds;

**13.4.** Reduce any application or proposal from the Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

**13.5.** Refuse to award the Contractor, in whole or in part, all additional funds for expanded or additional services under the Program;

**13.6.** Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for the Contractor;

**13.7.** Modify, suspend, remove, or terminate the Agreement, in whole or in part. If the Agreement, or any portion thereof, is modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the services as reasonably designated by the City; and/or

**13.8.** If this Agreement is terminated as a result of a default by the Contractor, the City may procure, upon such terms and conditions as the City deems appropriate, services similar to those terminated, and the Contractor shall be liable to the City for any damages arising from obtaining similar services.

**14. 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.

**15. INSURANCE**

**15.1. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

**15.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.

**15.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**15.6. Workers' Compensation and Employer's Liability Insurance:** The 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.

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

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

## **16. DEFENSE AND INDEMNIFICATION**

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

**16.2.** The 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. The 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.

**16.3.** The Contractor will defend any and all Claims which may be brought or threatened against City and will 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.

**16.4.** 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.

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

**17. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

- 18. 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.
- 19. 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 City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate 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 subconsultant, subcontractor, or assign.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. CONFLICT OF INTEREST:** 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. 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.
- 25. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below: Executive Director, Denver Department of Human Services, 1200 Federal Boulevard, Denver, Colorado 80204-3221; with a copy 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.

- 26. DISPUTES:** All disputes between the City and the 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 Director as defined in this Agreement.
- 27. 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).
- 28. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 29. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 30. LIMITED ENGLISH PROFICIENCY:** Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, states national origin discrimination includes discrimination based on limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, the Contractor must reasonably ensure that LEP persons have meaningful access to its programs, services, and activities. The Contractor shall not charge program participants for the use of an oral or written translator or interpretation services. The Contractor shall comply with the City's requirements concerning the provision of interpreter services under this Agreement.
- 31. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 32. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. These laws, regulations, and other authorities are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated.

**33. STATUTES, REGULATIONS, AND OTHER AUTHORITY:** Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

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

**35. PREVAILING WAGE REQUIREMENTS**

**35.1.** To the extend required by law, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

**35.1.1.** Date bid or proposal issuance was advertised on April 15, 2025.

**35.2.** Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

**35.3.** The Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement. The Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the Agreement and shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing [auditor@denvergov.org](mailto:auditor@denvergov.org). If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

**36. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly

and legally bind the 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 the Contractor or the person signing the Agreement to enter into the Agreement.

**37. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

**38. PROHIBITED TERMS:** Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

**39. DEBARMENT AND SUSPENSION:** The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

**40. 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.

**41. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls, provided that all applicable federal and state terms and conditions shall prevail in all matters relating to federal and state funding, requirements, regulations, and compliance.

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

third parties from whom the Contractor has secured the rights to use such product. 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 Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City. The Contractor acknowledges that pursuant to law, the federal or state government may reserve ownership or a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted under this Agreement.

**43. 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.

**44. 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 City. 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 City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**45. CONFIDENTIAL INFORMATION**

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

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

**45.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of

confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

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

**46. INFORMATION SECURITY AND DATA PROTECTION:** The Contractor shall comply with all applicable data protection laws, regulations, and industry standards relevant to its performance under this Agreement, including, where applicable, Colo. Rev. Stat. §§ 24-73-101 to -103. If the Contractor accesses, creates, or maintains any City-originating data under this Agreement (“City Data”), the Contractor shall implement reasonable security procedures and safeguards appropriate to the nature of such data, protecting it from unauthorized access, use, modification, disclosure, or destruction through appropriate administrative, technical, and physical controls. The Contractor shall not use City Data to train or develop artificial intelligence systems without written authorization from the City and shall comply with all applicable provisions of Colo. Rev. Stat. § 6-1-1701 *et seq.*, regarding artificial intelligence systems. The Contractor shall promptly notify the City within twenty-four (24) hours of discovering any security breach involving City Data by sending notice to Privacy@denvergov.org, ATTN: CCD Data Protection Officer, and shall cooperate fully in breach response and remediation efforts. The City retains sole ownership of all City Data, and the Contractor may use such data solely to fulfill its obligations under this Agreement. Upon termination of this Agreement or upon the City’s written request, the Contractor shall return or securely destroy all City Data and provide written certification of such action.

**47. PROTECTED HEALTH INFORMATION:** The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, “HIPAA Rules”). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit E**. The Contractor shall not use protected health information or substance use

treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.

48. **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
49. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
50. **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.
51. **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.
52. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The 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.
53. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The 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.
54. **ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Key Performance Indicator; **Exhibit C**, Sample Task Order; **Exhibit D**, Certificate of Insurance; **Exhibit E**, HIPAA/HITECH BAA; **Exhibit F**, Federal Provisions; and **Exhibit G**, Prevailing Wage.

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**Contract Control Number:** SOCSV-202581681-00  
**Contractor Name:** IEM INTERNATIONAL, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** SOCSV-202581681-00  
**Contractor Name:** IEM INTERNATIONAL, INC.

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

DocuSigned by:  
  
964FBB635BAD47E...

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

Title: \_\_\_\_\_  
Director, Contract Operations  
(please print)

ATTEST: [if required]

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

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

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



**IEM International, Inc.**  
**EXHIBIT A**  
**SCOPE OF WORK**  
 Jaggaer No. SOCSV-202581681-00

## I. OVERVIEW

Contractor Name	IEM International, Inc.
Business Address	5420 Wade Park Blvd Ste 140 Raleigh, NC 27607
Website	<a href="https://iem.com/">https://iem.com/</a>
Services Summary	On-call service contract to provide the City and County of Denver with temporary disaster staff/functional augmentation as identified by the Mass Care Department Operations Center ("MC DOC") during an emergency incident or event, on an as needed basis. HOST may access services at negotiated prices for other similar emergencies that require sheltering, such as cold weather events.
Contract Term	01/01/26 - 12/31/28
Fiscal Term(s)	01/01/26 - 12/31/28
Fiscal Budget Total	\$8,000,000
Division	Facilities & Security
Program	Emergency Operation
Funding, Funding Type	To be determined per event
CCD Contract # (Legacy #)	SOCSV-202581681-00

## II. BACKGROUND AND PURPOSE

- A. Emergent events refer to unforeseen, often chaotic occurrences that disrupt normal functioning and demand immediate attention. These events can arise from a variety of sources including natural disasters, technological failures, political unrest, or health crises. Whether it's an earthquake, a severe blizzard, a cyberattack, or a pandemic, the common thread is the need for a rapid, coordinated response to mitigate harm and restore stability.
- B. Emergent events often have wide-reaching consequences that affect communities, economies, and governments. The unpredictability and scale of these incidents mean that traditional responses are often inadequate to address the urgency and complexity of the situation. To avoid the possible humanitarian crisis that may stem from these events, Denver Human Services (DHS) has been designated by the City and County of Denver (the City) as the primary agency for mass care functions ensuring effective management of emerging crises. To support this mission, DHS has established the Mass Care Department Operations Center (DOC) as the central hub in Denver for



IEM International, Inc.  
EXHIBIT A  
SCOPE OF WORK  
Jaggaer No. SOCSV-202581681-00

information gathering, decision-making, resource allocation, and communication across all involved entities where experts, responders, and stakeholders come together to ensure a unified, effective, and timely response.

- C. While the establishment of the Mass Care DOC has delivered on its purpose for the City in recent events, successful operation of the Mass Care DOC has often overwhelmed City and DHS resources and disrupted normal systems of governance and support. To ensure the Mass Care DOC is at full capacity during emergent events while maintaining the necessary functions required of a local government, the City shall partner with IEM International, Inc. to provide temporary disaster staff/functional augmentation for the Mass Care DOC on an on-call basis.
- D. The City will continue to lead the Mass Care DOC with the Contractor working at the direction of an assigned Contract Manager. Location of needed assistance may be citywide. The goal is to ensure the City has the capacity to respond to such events or incidents quickly and effectively by establishing emergency aid services for up to 24 hours a day, 7 days a week. Emergency aid services in this Agreement include:
  - 1. Intake/registration operations
  - 2. Congregate sheltering
  - 3. Non-congregate sheltering
  - 4. Food provision
  - 5. Medical triaging
  - 6. Site security
  - 7. Resource referral and transitional counseling
  - 8. Local transportation assistance
  - 9. Donations management
  - 10. Volunteer management
  - 11. General emergency management staffing functions
- E. The on-call emergency services may be activated with or without a city emergency declaration, and with or without a federal disaster declaration. Services are activated at the discretion of the Contract Manager or their appointed designee. During an emergent event, the Mass Care DOC and the Contract Manager shall determine which tier of support is needed and if any or all of the emergency services above must be activated. For the purpose of this Agreement, the City Contract Managers for the requesting City Agencies will be as follows:
  - 1. **Denver Human Services (DHS):** Director of Facilities & Security, Emergency Management Administrator, or Designee.



IEM International, Inc.  
EXHIBIT A  
SCOPE OF WORK  
Jaggaer No. SOCSV-202581681-00

2. **Department of Housing Stability (HOST):** Executive Director, Deputy Executive Director of Housing Stability & Homelessness Resolution, or Designee.

F. This Scope of Work will outline the role and responsibilities of IEM International, Inc., (hereinafter referred to as "Contractor"), in providing temporary disaster staff/functional augmentation for the Mass Care DOC or HOST on an on-call basis. Unless otherwise amended, on-call emergency services are restricted to the City agencies identified in this Agreement.

**III. FOCUS POPULATION(S)**

A. Contractor shall provide services for all individuals affected by the emergent event, regardless of residency or background including, but not limited to the following focus population(s):

1. Children, families, older adults, and other members of the Denver community
2. Visitors to the City who have been inadvertently affected by the emergency
3. Colorado residents from neighboring communities relocating to Denver during an emergency response
4. Colorado residents experiencing homelessness

B. Geographic Service Areas

1. Contractor shall engage focus populations Citywide

**IV. SERVICES**

Services under this Agreement shall only be performed upon receipt of written activation notice (i.e., Notice to Proceed (NTP)) from the City Contract Manager as described in the Activation Procedure below. Until such notice is received, the Contractor remains solely responsible for all of its costs and expenses incurred in maintaining the Agreement throughout the term, including administrative, certification, and subcontractor management costs.

A. **Activation Procedure**

During an emergent event, the following steps must be taken to activate contracted services:

1. The Contract Manager, with approval from the requesting City Agency Leadership, will complete a City Task Order that includes vital information as demonstrated in the **Task Order Form** (Exhibit C), detailing the services to be activated, anticipated number of affected individuals, and other accommodation needs.
2. The **Task Order Form** will be submitted to the contractor at (Contracts@iem.com).



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3. The Activation timeline will start upon receipt of the **Task Order Form**.
4. The Contract Manager shall make reasonable effort to communicate any available information to the Contractor prior to service activation in order to maintain a state of readiness.
5. After the Task Order has been received and services have initiated, any subsequent change, modification, or demobilization orders shall be communicated by the Contract Manager via written email.

**B. Activation Timelines and Ramp-Up Plan**

Contractor shall be prepared to respond rapidly to emergency activations. Upon receipt of the Task Order Form, expected activation timeline and staffing scale-up are as follows:

Phase	Timeline	Key Activities	Staffing (Contractor)
Notification (NTP) & Mobilization	0 – 4 hours	Incident confirmation, initial coordination with City, activation of leadership team	Program Manager, Project Manager
Site Preparation	4 – 12 hours	Site inspection (if needed), logistics coordination, delivery of initial supplies, setup of intake and shelter areas	Shelter Manager, Intake Manager, Intake Team, Technology and Data Manager, Setup Crew
Initial Shelter Operations	12 – 24 hours	Begin intake services, initiate shelter operations, implement safety and sanitation protocols	Shelter Workers, Security, Janitorial, Feeding, Transportation
Full Operations	Within 24 – 48 hours	Achieve full occupancy readiness, finalize staffing scale-up, begin guest services and referrals	Full shelter team

**1. Ramp-up Considerations:**

- a. Facilities – Use of pre-identified City sites versus Contractor-identified sites may affect the activation timeline.



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Each section below identifies the various functions that could be activated. Contract Managers shall clearly identify the functions within each section that are needed as identified in the fee schedule (Paragraph X.G).

**C. Intake Operations**

1. Contractor shall establish and/or assume operational management of Intake Center(s) within the limits of the City and County of Denver, specifically designed to process individuals involved in an incident or emergent event.
2. *Operation & Requirements*
  - a. Location.
    - i. Contractor shall utilize location(s) identified and activated by the City, if available, during an emergency response.
    - ii. If requested to identify additional locations, Contractor may seek available hotels, motels, and repurposed spaces compliant with Americans with Disability Act (ADA), public health, and safety codes.
      - Contractor-identified locations are subject to approval by the appropriate city agencies, such as public health and the Contract Manager.
      - Contractor-identified Intake locations may be co-located with sheltering locations.
  - b. Hours of Operation. At a minimum, intake locations shall operate seven days a week, from 8:00 AM to 6:00 PM. Actual hours of operation for intake and reception may be modified by the City at the time of emergency activation to meet the response need of the emergent event.
  - c. Janitorial Services.
    - i. Janitorial services for any City-identified properties utilized by the Contractor in an emergency activation may be managed by the City. In the event that additional janitorial staff/resources is needed at a City-identified property, the City shall communicate request details as part of the activation notice.
    - ii. For Contractor-identified locations, Contractor shall ensure sanitary environments for all emergency facilities online including, but not limited to, bathrooms and reception areas through:
      - Routine disinfection, restroom restocking, waste removal, and spill response
      - Weekly deep cleaning, utilizing a rotating model to avoid service disruption



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- Strict adherence to Denver Department of Public Health and Environment (DDPHE) health guidelines
- d. Supplies. Contractor shall procure and manage supplies needed for sustained intake and shelter operations, including:
  - i. Hygiene kits and personal care items
  - ii. Personal protective equipment (PPE) and sanitation supplies
  - iii. Office and communications equipment
  - iv. Technology systems for guest intake, data tracking, and referral services
  - v. First aid materials and life safety equipment
- e. Staffing. Contractor shall ensure staffing to meet a minimum number of staff required for an intake/reception facility, as determined by the City at the time of emergency activation.
  - i. Staffing shall ensure effective minimum coverages for all hours of operation.
  - ii. Coordinate with the Contract Manager and other authorized City personnel to assess the needs of the event and establish minimum number of staff and the necessary shifts.

**D. Congregate & Non-Congregate Sheltering.**

1. Contractor shall source, supply, staff and operate congregate and non-congregate shelter(s) to meet the need of those displaced during a crisis or emergency event as directed based on the type of emergency. Responsibilities include:
  - a. Maintaining compliance with regulatory requirements and soliciting guidance from local health and fire authorities on health and safety standards/requirements
  - b. Staffing levels must provide for the safe and sanitary operation of each shelter site
  - c. Procuring necessary materials and supplies to operate each shelter, including food provision
  - d. Implementing surveillance and response procedures for communicable diseases, including processes for public health monitoring with guidance from local health authorities
2. *Operations & Requirements*
  - a. Each operating shelter shall include:
    - i. A minimum of one bed or cot per individual, or one full/queen/king bed per two household members
    - ii. Accessibility for individuals with disabilities



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- iii. Adequate FFE (furniture, fixtures, and equipment) to support safety, dignity, and comfort
- iv. Communal space for eating, recreation, and programming, if readily available
- v. Security and janitorial infrastructure to maintain a safe and sanitary, 24/7 environment
- vi. Private bathrooms (non-congregate) or shared facilities (congregate)
- vii. Capability to support access functional need equipment (e.g., sleep apnea machines, oxygen machines, etc.) brought by or along with guests

b. Hours of Operation.

- i. Shelter sites must operate twenty-four (24) hours a day and seven (7) days a week

c. Location.

- i. Contractor shall utilize location(s) identified and activated by the City, if available, during an emergency response.
- ii. If requested to identify additional locations, Contractor may seek available hotels, motels, and repurposed spaces compliant with Americans with Disability Act (ADA), public health, and safety codes.
  - Contractor-identified locations are subject to approval by the appropriate city agencies, such as public health and the Contract Manager.

d. Janitorial Services.

- i. Janitorial services for any City-identified properties utilized by the Contractor in an emergency activation may be managed by the City. In the event that additional janitorial staff/resources is needed at a City-identified property, the City will communicate request details as part of the activation notice.
- ii. For Contractor-identified locations, Contractor shall ensure sanitary environments for all emergency facilities online including, but not limited to, bathrooms and reception areas through:
  - Routine disinfection, restroom restocking, waste removal, and spill response
  - Weekly deep cleaning, utilizing a rotating model to avoid service disruption



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- Strict adherence to Denver Department of Public Health and Environment (DDPHE) health guidelines
- 3. Laundry Services. Contractor shall provide weekly industrial laundry services for bedding, towels, and cots. Guest personal laundry services shall be offered as needed, with Contractor coordinating pick-up, delivery, and support.
- 4. Supplies. Contractor shall procure and manage supplies needed for sustained intake and shelter operations, including:
  - i. Beds, bedding, and towels
  - ii. Hygiene kits and personal care items
  - iii. PPE and sanitation supplies
  - iv. Office and communications equipment
  - v. Technology systems for guest intake, data tracking, and referral services
  - vi. First aid materials and life safety equipment
- 5. Staffing. Provide oversight and management of staffing resource management to maintain safe and reliable 24/7 shelter operations. All staff shall be cross-trained in trauma-informed care, conflict resolution, shelter policies, and emergency procedures. At a minimum, staffing shall include:
  - a. One (1) experienced Shelter Manager to be present on site at all times
  - b. Shelter Workers shall begin at One (1) worker per 25 guests and shall scale based on occupancy and guests' needs

#### E. Food Provision

1. Contractor shall provide up to three daily meals, interim snacks and clean drinking water to all guests at congregate and non-congregate shelter facilities, as activated by the City Contract Manager. Responsibilities include:
  - a. Ensuring all food is prepared and distributed by trained staff or subcontractors in compliance with City and County of Denver or local county restaurant and food safety regulations for the health and safety of guests. Ensuring required training of all personnel involved with preparing, serving food
  - b. Providing training records of safe food handling procedures when requested by the City
  - c. Meals shall be nutritious, culturally sensitive, and responsive to guests' medical needs, dietary restrictions, food allergies, and religious needs
  - d. Whenever possible, food resources shall be locally sourced



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2. *Operations & Requirements*

- a. Contractor shall procure all essential materials and supplies needed for the preparation, service, safe handling, delivery of meals, and consumption, including but not limited to:
  - i. Utensils, plates
  - ii. Cups
  - iii. Serving ware
  - iv. Various food preparation and serving items like hot and cold holding equipment and gloves
- b. It is City preference of cost-effective and eco-friendly supplies that are considered green or sustainable, as available, especially for disposable supplies such as plates, cups, and utensils.
- c. Contractor shall dispose of waste in an environmentally responsible manner.
- d. Contractor shall track the delivery of meals to individuals by location, age, or other demographic data, as needed, for the specific event and those affected.
- e. Contractor shall ensure backup plans are in place to avoid any disruptions, damages, and/or shortages in food delivery.
- f. Hours of Operation. Hot and/or cold meals, including beverages, shall be delivered to all active shelter locations for breakfast, lunch, and dinner on a daily basis. Required meal schedule:
  - i. Breakfast shall be delivered no earlier than 6:00 AM and no later than 9:00 AM
  - ii. Lunch shall be delivered no earlier than 10:30 AM and no later than 1:30 PM
  - iii. Dinner shall be delivered no earlier than 4:30 PM and no later than 7:30 PM
  - iv. Light snacks and water shall be replenished throughout the day

F. **Resource Referral and Transitional Counseling/Planning.**

1. Contractor shall assist guests across all intake and shelter locations transition from emergency shelters to long-term shelters.
2. The Contractor shall deliver services either onsite or virtually, depending on the availability of the space and the guests.
  - a. If virtual delivery is the only feasible option, the Contractor is responsible for providing the necessary technology to ensure guests can access the services.



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3. Contractor shall leverage the City and other partnerships with Denver-based organizations that have expertise in housing, employment, legal aid, and mental health support, offering co-location opportunities. The resource navigators shall connect guests to:
  - a. Employment assistance & job readiness training
  - b. Housing access & landlord engagement support
  - c. Mental and physical health care
  - d. Legal services, including immigration & family law
  - e. Transportation and benefit enrollment (ex. Supplemental Nutrition Assistance Program (SNAP))
  - f. Childcare and youth services
4. Contractor shall implement a standardized intake and referral management system across all intake and shelter locations to ensure continuity of care. All data systems must be compliant with City privacy and data-sharing requirements and shall enable ongoing guest engagement through individualized service plans.
5. Staffing shall include multilingual and culturally responsive personnel.

**G. Shuttle/Local Transportation.**

1. Contractor shall provide a reliable, flexible, and fully compliant shuttle transportation program to support guest mobility between service delivery locations within the City and County of Denver. Scheduled and on-demand transportation shall be provided between one or more of the following location types, as directed by the City:
  - a. Reception Center(s) to Shelter Location(s): Shuttle services shall be available to move guests from intake centers to their assigned non-congregate shelter location when these sites are not co-located
  - b. Key Transport Hubs: Contractor shall offer scheduled transport to and from major transit locations, including Union Station and Denver International Airport, to support onward travel
  - c. Shelter-to-Shelter Transfers: In the event of temporary closures for deep cleaning, maintenance, or reconfiguration, Contractor shall provide continuous guest movement between affected shelter sites
  - d. Medical Visits: Non-emergency transportation shall be available for scheduled medical appointments or follow-up visits at local healthcare providers, with coordination to ensure dignity and punctuality for all guests



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**2. Operation & Requirements**

- a. Transportation services must prioritize safety, accessibility, and timely coordination across the emergency sheltering and response operations.
- b. Transportation services shall be designed to accommodate a variety of guest needs, including individuals with disabilities, families with children, and those with limited mobility or medical equipment.
- c. Hours of Operation. At a minimum, Contractor shall ensure capacity to operate shuttles seven (7) days a week, from 8:00 AM to 6:00 PM.
  - i. Contractor shall maintain standby capacity to deploy additional vehicles and drivers in response to emergency transportation needs outside of standard hours, including overnight or inclement weather conditions. Schedules will be adjusted in real time based on guest volume, site location, and City-directed priorities.
- d. Vehicle and Driver Compliance. Contractor shall ensure all vehicles, drivers, and licensures are in full compliance with the regulatory standards set by Colorado Department of Regulatory Agencies (DORA) Public Utilities Commission (PUC)<sup>1</sup>, the Rules Regulating Transportation by Motor Vehicle (4 CCR 723-6<sup>2</sup>), Federal Motor Carrier Safety Administration (FMCSA), and applicable City and State licensing requirements.
  - i. All drivers shall possess valid commercial driver's licenses (CDLs) where applicable and receive regular training in defensive driving, trauma-informed guest interactions, and ADA compliance.
  - ii. Vehicles shall be inspected routinely for safety and cleanliness and equipped with GPS tracking for operational visibility and dispatch support.
  - iii. Seat belts shall be provided in all vehicles as required by law.
  - iv. Contractor shall immediately, upon discovery, discharge a driver from providing services under this Agreement if at any point in time criminal and/or vehicle code violations would disqualify the driver. No driver shall be permitted who has a Driving Under Influence (DUI) on their record.

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<sup>1</sup> <https://puc.colorado.gov/trans>

<sup>2</sup> <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=5815&fileName=4%20CCR%20723-6>



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- v. Contractor shall not allow any person to drive a vehicle who is not, at the time, in a condition of mental and emotional stability. Use of drugs, alcohol, and tobacco while driving a vehicle is prohibited.

**H. Volunteer Management.**

1. Contractor shall coordinate both affiliated and unaffiliated volunteer resources in support of the City and County of Denver's emergency sheltering and response operations.
2. Track Need for Volunteers: Contractor shall maintain an active inventory of current and anticipated volunteer needs through proactive engagement with key stakeholders. This includes regular participation in coordination meetings, ongoing communication via email or web forms, and scheduled outreach to stakeholders identified by the City's Contract Manager. Contractor shall designate a Volunteer Coordinator responsible for maintaining up-to-date records and aligning volunteer assignments with emerging operational needs.
3. Inquiry Management and Opportunity Matching: Contractor shall serve as the primary point of contact for all volunteer inquiries from individuals and groups. Contractor shall match volunteers to opportunities that reflect their skills, interests, and availability while ensuring they meet the requirements of each position. Contractor shall maintain open channels for communication via phone, email, and digital platforms to provide guidance and streamline onboarding.
4. Support for the Digital Volunteer Management System: Contractor shall actively support City-provided digital volunteer management systems by assisting partners in posting opportunities and defining role requirements, setting and managing volunteer shifts, publishing roles and schedules to the City's platform, and troubleshooting access and usability issues. Contractor shall collaborate with local government, non-profit, and community-based organizations to ensure full and consistent utilization of the system, enhancing transparency and coordination.
5. Onboarding, Training & Credential Verification: Contractor shall implement a standardized onboarding process, including completion of liability waivers, orientation and training aligned with volunteer roles and safety protocols, and verification of credentials when required (e.g., medical, childcare, or specialized support roles). Contractor shall ensure volunteers are well-informed, equipped, and supported throughout their service.



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6. Documentation, Reporting & Oversight: Contractor shall document all volunteer engagement activities, including the completed training and onboarding, volunteer hours, scope of work, protocols and policies, and volunteer satisfaction and feedback surveys. This data shall be entered into the City's preferred digital platform and summarized in reports presented in the format and frequency requested by the City. Contractor's Volunteer Coordinator shall oversee all reporting, ensuring timely updates and accurate records.

**I. Donations Management.**

1. Contractor shall establish and operate a donations management system that is responsive, transparent, coordinated, and accessible to both the public and sheltering operations.
2. Establishment of Donations Management Sites: In collaboration with the City, local nonprofits, and private sector partners, Contractor shall support one or more donations management sites, including collecting, sorting, storage, and inventory management. Contractor shall support drop-off areas with intake personnel, inventory specialists, and logistical support, staffed by Contractor, with volunteers integrated where appropriate under the supervision of Volunteer Management staff.
3. Identification of Needs & Donation Solicitation: The donations team shall collaborate with shelter management teams to assess the needs of shelter guests and develop targeted donation requests, including coordinating online wish lists to streamline public contributions. All donations shall be sorted, processed, and safely stored upon receipt. Items requiring cleaning shall be laundered prior to distribution. Donations not suitable for distribution shall either be redirected to appropriate partner organizations or properly disposed of, in accordance with City guidelines.
4. Public Outreach & Communication: Contractor shall work with the City to communicate specific donation needs and instructions to the public. Messaging shall include lists of high-priority items, specifications on what must be new vs. used, drop-off hours and locations, and shipping information for online donations. With approval from the City, Contractor shall utilize various outreach channels, including social media, City and partner websites, local media (TV, radio), flyers, and printed materials.



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5. System for Coordination, Distribution & Tracking: Contractor shall implement a centralized resource management system which will be compatible with any platform furnished by the City, for tracking donated items from receipt through distribution. The system can allow for real-time inventory management, transparent tracking of donations, and fulfillment requests.
6. Coordination with Shelter Sites, Intake Centers and Key Stakeholders: Contractor shall conduct regular deliveries to shelters based on established schedules and urgent needs, and all distribution activity shall be documented and reported in formats requested by the City. Contractor shall also ensure strong coordination with City agencies, the Donations and Volunteer Teams, local donations staff, and long-term recovery groups. Donations Management staff shall participate in relevant coordination meetings and integrate donation logistics with broader response operations.

**J. Site Security.**

1. Contractor shall provide professional, trained, and licensed unarmed security personnel who can respond effectively to a wide range of operational needs while treating all individuals with respect and cultural sensitivity. The roles and responsibilities of Security Personnel, in accordance with the City's direction and incident-specific needs, are as follows:
  - a. Access Control: Monitor site entry points, verify credentials of staff, contractors, volunteers, and visitors, and ensure only authorized individuals access the premises
  - b. Life Safety Monitoring: Observe and report on security, fire, or other life safety systems; assist with evacuations or emergency procedures as necessary
  - c. Surveillance: Setup and monitor closed-circuit television (CCTV) systems and conduct regular perimeter and interior patrols
  - d. Response: Respond promptly and appropriately to security concerns, disturbances, or unauthorized activity, including escalation to law enforcement or emergency services as needed
  - e. Customer Service: Provide a visible and approachable presence to support residents and staff, de-escalate conflicts, and promote a safe and supportive atmosphere



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2. *Operation & Requirements*

a. Hours of Operation.

- i. Security personnel shall be scheduled during all hours of site operation, with continuous 24/7 coverage provided at all shelter locations, and hours as determined at intake centers.
- b. Contractor shall ensure security coverage is in place at all Contractor-identified service delivery sites operated by Contractor. Staffing plans shall be scalable and flexible to align with the City's activation levels, population needs, and any site-specific requirements.
- c. Security services for any City-identified properties utilized by the Contractor in an emergency activation may be managed by the City. In the event that additional security staff/resources is needed at a City-identified property, the City shall communicate such details as part of the activation notice.
- d. Contractor shall ensure that all security personnel meet or exceed the licensing and regulatory requirements of the jurisdiction(s) in which they are assigned, including any mandates set by the Colorado DORA, the City and County of Denver, and/or relevant municipal authorities.
- e. All security personnel shall receive training in trauma-informed care, cultural competence, conflict resolution, and nonviolent intervention to ensure they are equipped to work effectively in a sheltering environment.

K. **Medical Screening and Triage Support.**

1. Contractor shall provide basic triage and screening of new and existing guests using appropriate medical personnel.
2. Disease Notification and Infection Control: Contractor shall immediately notify the Site Manager and the City's Contract Manager of any suspected or confirmed cases of communicable disease that may require protective measures, isolation, or reporting to public health authorities. Contractor's staff shall follow protocols consistent with City, state, Center for Disease Control (CDC), and local guidelines for reporting, documentation, and response to prevent further transmission within the shelter environment.



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3. **Triage and Referral Procedures:** All individuals presenting with medical concerns shall be assessed by triaging personnel. Based on the nature and severity of the condition, individuals will be referred to the most appropriate level of care, including: Consulting nurses or on-call medical professionals for routine or non-urgent conditions; Primary care providers or urgent care clinics for moderate issues that require off-site medical attention; and Emergency departments or Emergency Medical Services (EMS) transport for life-threatening or emergency medical needs. Contractor and their partners shall establish referral pathways with local healthcare providers and urgent care centers to support continuity of care and reduce unnecessary emergency room utilization.
4. **EMS Activation and Training:** All personnel shall be trained to recognize when an individual's condition warrants EMS transport and shall be prepared to act swiftly. Staff shall follow a clear chain of command and established protocols to request EMS, stabilize the individual to the extent possible, and ensure accurate handoff to emergency responders. Contractor shall provide effective medical screening and triage support that prioritizes the health, safety, and dignity of all individuals entering the sheltering system. This function shall operate in seamless coordination with City public health guidance and shelter operations to support a safe and responsive environment for all guests.
5. ***Operation and Requirements***
  - a. **Hours of Operation.** If activated, medical triaging operating hours shall mirror those of intake operations.
6. Contractor shall provide, to the Contract Manager, a list of on-site personnel that are Cardiopulmonary Resuscitation (CPR) and/or Basic Life Support (BLS) trained and certified.

**L. Emergency Management Supplemental Staffing.**

1. During an emergency activation, Contractor shall be prepared to furnish management, supervisory, and/or front-line staffing to support temporary disaster staff augmentation for the Mass Care DOC. Activated number of staff may range from five (5) to over 50 depending on the severity of the incident.
  - a. Staffing needs to meet required staff capacity bands will be determined by the City at the time of emergency activation for an incident.
2. Staff must be sufficiently skilled and experienced in temporary disaster support.



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3. Contractor shall provide comprehensive management of all activated staff.
4. When making a request, the City will make every reasonable effort to define the nature of work using standardized resource typing and job descriptions, such as found in the National Incident Management System (NIMS)<sup>3</sup> National Qualification System, standardized Incident Command System (ICS)<sup>4</sup> roles. Potential assignments include, but are not limited to:
  - a. Staffing positions in operations
  - b. Logistics
  - c. Planning
  - d. Incident command/management
  - e. Site management
  - f. Mass care coordination
  - g. Volunteer agency coordination

**M. Service Quality Monitoring.**

1. Contractor shall implement a comprehensive quality assurance (QA) framework, led by on-site Shelter Managers and our Project Manager. Daily checks, weekly audits, and routine site inspections will monitor cleanliness, safety, staffing, and guest services. As integrated in the Key Performance Indicator (KPI) chart (Exhibit B), Contractor shall collect guest feedback through anonymous surveys and, when possible, listening sessions, to inform service improvements. Findings shall be analyzed alongside operational metrics and shared with the City. When possible, Contractor shall implement improvements to ensure services remain responsive, guest-centered, and aligned with City goals.

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<sup>3</sup> <https://www.fema.gov/emergency-managers/nims>

<sup>4</sup> <https://training.fema.gov/emiweb/is/icsresource/assets/ics%20organizational%20structure%20and%20elements.pdf>



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**N. Technology and Data Management.**

1. The City require accurate data collection of certain qualitative and quantitative measurements. The requirement of this comprehensive reporting charges the Contractor to manage data sets related to operations including, but not limited to, shelter capacities, overnight stays, services delivered, pending resource needs, insights, and issues experienced. Contractor shall create and deliver comprehensive reports promptly, conduct limited data analysis in response to requests from the City, and may be required to perform limited development activities within systems acquired by the City to ensure clarity for end users.
2. Requirements:
  - a. Operations shall only be tracked in City or partner-managed systems accessible by PC, phone, or tablet. Requests for specific incidents will indicate device requirements. Contractor shall furnish computer and communication equipment for their staff or subcontractors, unless notified by the City that specific staff or functions are required to utilize city-managed devices for a particular incident.
    - i. If needed, the City shall provide devices with necessary software installed for shelter use to perform core shelter tasks and will not be assigned to general shelter workers or security personnel.
  - b. All city-owned equipment shall be issued to designated Contractor staff and accounted for. At the end of the performance period, the Contractor will be responsible for the replacement cost of any city-owned equipment lost, damaged (beyond expected incidental damage typical of the operational environment) or stolen and will be invoiced accordingly.
  - c. Contractor shall utilize digital platform(s) developed or adopted by the City for intake and process tracking of guests. This may include utilization of City issued equipment with preinstalled platforms.
  - d. Contractor shall implement other technology solutions to deliver required outcomes, e.g., applications, hardware, connectivity, etc.
  - e. Contractor must have active licenses for any software used to maintain any data related to service provisions; free versions of software may not be utilized.



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- f. If requested, Contractor shall engage in technology assessment procedures with the City's Technology Services (TS) team to review any software and/hardware intended for collection and storage of sensitive data.
- g. Secured share/email is required. Contractor must have a business enterprise agreement with an email provider and may not utilize free email domains.
- h. Contractor shall ensure collection of signed Release of Information (ROI) from guests prior to providing any service activities that may require sharing of the guest's information with a 3<sup>rd</sup> party partner or subcontractor.
- i. All data collection within intake and sheltering efforts must be limited to only specific sheltering purposes. The City maintains ownership of all data collected and requires oversight of the data collection/use/sharing/retention.
  - i. All data outside of what is listed in this Agreement must be approved by the City prior to collection to ensure compliance with the applicable City data protection policies and Executive Orders.
  - ii. The utilization and sharing of data must be approved by the TS Data Protection Team and in compliance with City Executive Order 142.

**O. Demobilization.**

1. Contractor shall respond to demobilization orders within 48 hours, and coordinate with the City to implement a safe, compliant, and orderly transition plan that comports with any instructed policies and timelines at the time of demobilization to ensure the safety and wellbeing of guests. The plan may include, but is not limited to, the following:
  - a. Return of any City issued equipment
  - b. Completion of facility closure procedures
  - c. Submission of final reports (e.g., staffing, food service, transportation, incident reports, and any other reports requested by the City)
  - d. If required, a seamless transition of services back to the City and/or designated partners



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**P. Miscellaneous/Special Requirements.**

1. All operations shall be accessible in compliance with state and federal requirements, and the distinct needs of the population served. Reasonable accommodations must be made to meet the individual needs of existing or new guests.
2. Guests shall be informed of all shelter rules and expectations during the intake process through verbal orientation and, when available, printed materials provided in multiple languages.
3. If needed, provisions shall be made for sheltering household pets and service animals, taking guidance and direction from local City agencies and working with community partners to ensure pet needs are also met.
4. Contractor shall be responsible for managing and facilitating any relationships with volunteers, sub-contractors, and community partners.
  - a. If the City has existing relationships with community partners or volunteers as resource providers prior to service activation, the Contractor shall make a reasonable effort to assume those relationships and utilize the available resource.
5. All Contractor's staff, subcontractors, and volunteers will agree to, sign, and abide by a non-disclosure agreement to protect guest privacy, safety, and security.
6. Any reports of improper behavior (harassment, assault, illegal conduct, threats of violence, or breach of established trust) between guests, members of the public, and/or staff or subcontractors shall be reported to the Contract Manager or designee as soon as practically possible, but no later than two (2) hours after the occurrence.
7. A list of employees and subcontractors assigned to the project shall be provided to the Contract Manager and kept updated as staffing changes occur.
8. Staff schedules shall be maintained and updated as staffing changes occur and shall be made available to the City upon request.
9. Contractor shall provide on-site or off-site training for staff and subcontractors on an as-needed basis in response to specific emergency incident or event.
10. For any function for which a licensure, credential, or registration is required by federal, state, or local law, the Contractor is solely responsible for verifying the status and applicability of each credential for their own staff or subcontractors and may be required to furnish a list and/or copies of these credentials upon request made by the Contract Manager.



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**Q. Cultural Responsiveness and Trauma-informed Services.**

1. Contractor shall provide services as described in this Agreement in a manner culturally appropriate and consistent with the City's commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.
2. Contractor shall ensure all staff provide services through a trauma-informed approach with an emphasis on harm reduction. Staff shall be trained and continually coached to better understand trauma so they can be sensitive and responsive to the focus population(s) receiving services.

**V. CITY RESPONSIBILITIES**

- A. The City shall designate a City Contract Manager and/or delegate who shall be the primary point for communicating with, giving direction to, and receiving reports and information from the Contractor.
- B. City Contract Managers at DHS and HOST shall coordinate their use of services within the contract as City agencies to support planning for and ensuring capacity for emergency events for the life of the contract.
- C. For City-identified sites, the City shall either provide the supportive services such as janitorial and security or otherwise instruct services as part of Activation.

**VI. COMMUNICATION AND COLLABORATION**

- A. Contractor shall:
  1. Attend and participate in meetings as requested by the City and the Contract Manager.
  2. Communicate with the City challenges and opportunities in order to best reach focus populations and geographic areas with the greatest impact.
  3. Communicate with the City Marketing and Communications team(s) and the Contract Manager for approval of all public and guest facing written materials and signage prior to printing and distributing.
  4. Participate in required training ahead of due dates, or within a reasonable timeline, in order to perform the services and responsibilities described in this Agreement.
- B. The City shall:
  1. Attend and participate in meetings to facilitate service delivery.
  2. Prepare and submit the Task Order Form to Contractor and communicate any subsequent changes in writing.



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3. Communicate City policy and programmatic decisions which impact service delivery to Contractor with clear expectations regarding next steps for implementation.
4. Provide guidance to Contractor on outreach and service delivery as necessary to support fulfillment of the funding purpose.
5. Provide training, as needed or requested, in order to perform the services and responsibilities described in this Agreement.
6. Facilitate warm hand offs, where feasible, for transition of duties or relationship management with community partners and volunteer groups.

## VII. KEY PERFORMANCE INDICATORS

- A. Contractor shall operationalize and provide reports on the metrics as detailed in the **Key Performance Indicator (KPI)** document (Exhibit B) across all service areas.
- B. Contractor shall be responsive to City feedback on metrics and track performance specific to funding-required KPIs as communicated by City.

## VIII. REPORTS

- A. Contractor shall submit the following reports by the dates indicated below:

Report	Details	Submission Schedule
1. Activity & KPI Reports	Activity and situation reports shall be delivered to the Contract Manager as detailed within <b>Key Performance Indicators</b> (Exhibit B).	Refer to <b>Key Performance Indicators</b> (Exhibit B)
2. Unexpected Incident Report	<p>Report shall detail any unexpected incidents that fall outside those typically anticipated during the type of emergent event for which services were activated. Reports shall cite who was involved, severity, need for emergency response services, incident status, resolution and lessons learned.</p> <ol style="list-style-type: none"> <li>1. All incidents which involve personnel while in operation pursuant to this Agreement shall be reported to the City immediately.</li> <li>2. Incidents involving injuries to guests, staff, subcontractors, or other persons shall be reported to the City immediately.</li> <li>3. In certain situations, the City may inquire additional information needed to inform City Leadership and the Public, or to conduct necessary investigations.</li> </ol>	Within 1- 4 hours of the unexpected incident

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	4. Incident reports may be delivered verbally; however, a written report which includes all available and pertinent information must be provided by the Contractor as soon as reasonably possible after each occurrence, but in no event later than three (3) business days after the incident. Either the Police or Colorado Highway Patrol must be notified if required by law.	
3. Service Demobilization Report	Demobilization report data shall include but not limited to facilities, staffing, food service, transportation, City issued equipment, services transitioned back to the City, and other data as requested by the City.	Within 48 hours upon receipt of Request for Demobilization
4. Other Reports	Other reports and data as reasonably requested, including status reports or other summaries related to identified KPIs.	To be determined

- B. Contractor shall submit reports timely to the DHS program contact.
- C. Contractor shall request report due date extensions in writing prior to a report deadline and the extension must be approved by City personnel.

## IX. ADMINISTRATIVE REQUIREMENTS

### A. Policies and Procedures

- 1. Contractor shall establish and maintain written policies and procedures to operationalize the services identified in this Agreement and demonstrate compliance with all relevant federal, state, and local regulations.
- 2. The City maintains the right to make policy decisions which guide shelter operations and guest experience, including but not limited to:
  - a. Shelter eligibility
  - b. Length of stay
  - c. Public health screenings and isolation practices for guest safety
  - d. Language access
  - e. Transportation
  - f. Connections and guest referrals to City partners
  - g. Security measures and site safety
- 3. All current policies and procedures shall be made available to the City program contact in electronic form.
- 4. All policies and procedures, including any revisions, shall be subject to the approval of the City Contract Manager.

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5. Contractor shall maintain an inventory of all implemented policies and procedures, including past versions that were at one time in effect.

**B. Grievance Procedure**

1. A grievance procedure is a formal way for an individual or a family to raise a problem or complaint to the Contractor.
2. Contractor shall develop and implement a public-facing grievance process which clearly outlines the steps involved in reviewing, addressing, resolving, and documenting grievances which may occur for Services as defined in this Agreement during the term of the contract.
3. Contractor shall document this procedure and must receive approval in writing from the DHS program contact for the proposed grievance procedure before it is implemented. This should be prioritized within the first 30 days of beginning services.
4. Individuals and families receiving services must be properly notified of the grievance procedure once it is approved. This can be done through the Contractor's website, distribution of printed materials at time of service, or in other ways not yet contemplated, so long as it is accessible to the focus population(s) defined in this Agreement.
5. Contractor shall promptly address grievances. The DHS program contact shall be consulted and notified of any grievances that cannot be resolved by the Contractor.

**C. Language Access**

1. Contractor shall adhere to the spirit of the City and County of Denver's Executive Order 150, which is in place to ensure public facing programs communicate effectively and equitably with Limited English Proficient (LEP) persons through the reasonable provision of language access.
2. Contractor shall be responsible for ensuring the organization, program, or service area defines tasks to achieve language access and maintain compliance with federal law requirements for Title VI Language Access and corresponding Executive Orders from the City and County of Denver.
  - a. Contractor shall clearly devise and document procedures for language access.
  - b. Contractor shall ensure all personnel and/or subcontractors receive training on language access strategies and procedures.
  - c. Contractor shall collect data that identifies the language needs of the population served.



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3. All guest-facing services shall be accessible in multiple languages to those who speak and/or read in other languages, through furnishing competent interpretation services or fluent staff. This includes written material and signage, and staff at reception site(s), shelter site(s), and any other site(s) where the Contractor is engaging with or responsible for transportation of those affected by a crisis or emergency situation. Services and materials shall be provided in other languages appropriate to the circumstances of work, to be determined at the time of service activation.

**D. Background Checks**

1. Contractor shall provide background checks for all current and prospective employees of the Contractor, and/or any subcontractor who has any direct contact with guests.
2. Contractor shall conduct background checks through an independent background third-party and must include the following:
  - a. Social Security number trace
  - b. Federal Criminal Records check (includes wants, warrants, arrests, convictions, and incarcerations)
  - c. Colorado Criminal check (includes wants, warrants, arrests, convictions, and incarcerations)
  - d. Criminal records check from other states if disclosed by the employee or the background check discloses that the employee had lived in another state within the last seven (7) years (includes wants, warrants, arrests, convictions, and incarcerations)
  - e. National Sex Offender Registry Search
  - f. All convictions, if any, for the last seven (7) years and may include additional convictions beyond seven (7) years when permitted and/or required by law
3. Contractor shall automatically disqualify any employees from working with guests as part of this Agreement those persons with felony convictions.
4. Contractor may request from the City that a fidelity bond or other such assurance in such amount deemed appropriate be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under this Agreement.
5. Contractor shall require employees to self-disclose to the Contractor any criminal charges, convictions, nolo contendere pleas (no contest pleas) that occur while providing services to the City within three (3) business days of the conviction when they are providing services to the City under this Agreement.



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6. Contractor shall inform the City of any disclosures that arise while an employee is on assignment with the City under this Agreement within one (1) business day of having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment or if any restrictions need to be imposed to ensure the safety of the guests and the resources used in administering the Services listed in this Agreement.
7. Payment of the fee for the background check is the responsibility of the Contractor or at Contractor's option for individual being checked. In either case, the City shall not reimburse any of the costs associated with background checks.

**E. Performance Management**

1. Contractor shall permit the City to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by Contractor in providing or supplying services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.
2. Monitoring can and shall be performed by the City throughout the term of the Agreement as follows:
  - a. Program or Managerial Monitoring – Review of the quality of services being provided and the effectiveness of those services to address the needs of the City
  - b. Contract Monitoring – Review and analysis to determine the extent to which Contractor is achieving established contractual objectives and goals. The City will provide performance monitoring and reporting reviews and will manage any performance issues and develop interventions to resolve concerns
  - c. Compliance Monitoring – Review to ensure the terms of the Agreement are met, including federal, state and city legal requirements, standards, and policies
  - d. Financial Monitoring – Regular reviews to ensure that costs are allocated and expended in accordance with the terms of the Agreement. The City will review allowability and documentation of costs through invoice review, sampling methods, and/or full documentation reviews



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3. If, as a result of an audit or review relating to the fiscal performance of the Contractor including those performed by a DHS internal auditor, the City receives notice of any irregularities or deficiencies in said audits, the Contractor shall correct all identified irregularities or deficiencies within the time frames designated in the City's written notice of irregularities or deficiencies. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor shall so notify the City in writing and shall identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than 90 days from the date of the City's notice.

**F. Subcontractors**

1. Contractor shall, prior to entering an agreement with any approved service providers, subcontractors, consultants, or any other entity approved to supply the services described in this Agreement, ensure the adequacy of their accounting system and financial records to accurately account for the funds awarded them and to be able to allocate costs appropriately between two or more projects and/or agreements.
2. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by the Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies and procedures for contract performance review and audits.
3. Contractor shall comply with all requests from the City to obtain information from and conduct reviews or financial audits of approved service providers, subcontractors, subconsultants, and other approved persons or entities supplying services under the Agreement.
4. Contractor shall provide copies of audits and performance reviews, if any, of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a DHS internal auditor, to the City program contact within thirty (30) days of the Contractor's receipt.

**G. Record-keeping**

1. Contractor shall only collect and store guest information as is necessary to provide services and satisfy reporting requirements as described in this Agreement, and as required by all applicable local, state, and federal rules, regulations, and laws.



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2. Contactor shall establish and maintain record-keeping policies in accordance with the requirements established by applicable state law or as reasonably required by the City, including the City Auditor, concerning the provision of services and expenditure of City Funds, including, but not limited to, establishing and maintaining financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor.
  - a. Contractor shall retain such financial and performance records for a period of six (6) years from the date of final payment to the Contractor under this Agreement.

**X. BUDGET**

A. Funding Information/Requirements

1. Services in this Agreement, at the time of execution, are primarily funded through local funds; and,
2. Expenditures incurred for services provided through this Agreement may be eligible for the City to claim federal funding reimbursement. This includes but is not limited to funding from the Department of Homeland Security (FEMA) Emergency Food and Shelter Program (EFSP), American Rescue Plan Act (ARPA) and the Shelter and Services Program (SSP). These funding opportunities include requirements and guidance which recipients, subrecipients, and/or subcontractors, such as the City and the Contractor, must comport with in order for costs to be eligible for reimbursement. Requirements may include but not limited to:
  - a. Resource management including detailed budgeting and expenditure tracking, as well as submitting Invoices and supporting documentation that meets federal funding and reimbursement requirements
  - b. Ensure compliance with any applicable Federal, State or Local requirements and appropriate reporting requirements. Contractor shall ensure that these provisions are also met by the subcontractors
  - c. Collaborative reporting to maintain transparency in program operations, decision-making and policies



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B. Per Uniform Guidance CFR 200.331, IEM International, Inc. shall perform all services under this agreement as a "Contractor", and in the event that a federal funding stream is identified for use for a specific emergency event, DHS or HOST shall clearly identify to the Contractor the following federal funding information:

1. Determination: Contractor
2. Program Name: TBD
3. Name of Federal Awarding Agency: TBD
4. Federal Award Date: TBD
5. Federal Funding Amount: TBD
6. Amount of Federal Funds by this action: TBD
7. Period of Performance: TBD
8. Assistance Listing# (a.k.a. CFDA#): TBD
9. Federal Award Identification Number (FAIN): TBD
10. Contractor UEI#: MES2SE62JGL3
11. Amount awarded to Contractor: TBD
12. Indirect cost rate: N/A
13. Names of subcontractors: TBD

C. Use of Government Funds

1. Contractor shall spend funds provided under this Agreement in a way that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.
2. Contractor shall use funds provided under this Agreement for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.
3. If requested, Contractor shall establish and submit to the City an inventory list, in such format as designated by the City program contact and within thirty days of said request, of all Equipment and Controlled Assets purchased under this Agreement.
4. Contractor shall update said inventory list as necessary on a timely basis. The inventory shall specify the location of all Equipment and Controlled Assets purchased to supply the Services.
5. Upon the expiration or earlier termination of this Agreement, unless the Agreement is extended by a written amendment executed by the Parties in the same manner as this Agreement, all Equipment and Controlled Assets purchased to supply the Services shall either be returned to the City or disposed of as the City shall direct.

D. Invoicing

1. Contractor shall submit invoices no later than the 15<sup>th</sup> of the month following the month in which services were provided.



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2. Invoices shall be submitted to and subject to approval by the City Agency that activated services for an emergency event (see X.D.7).
3. Contractor shall use an invoice format or template approved by the City.
4. Invoice supporting documentation must be provided with each invoice and must meet the requesting City Agency's documentation requirements.
5. The City reserves the right to delay or deny payment for costs submitted without proper supporting documentation.
6. Invoices will be paid upon approval by the City.
  - a. If a portion of an invoice is in dispute and cannot be resolved promptly, the City shall pay the undisputed portion and withhold payment on the disputed amount until the matter is resolved to the City's satisfaction.
7. Unless otherwise directed, all invoices shall be submitted electronically by the Contractor to the City Agency that activated services, per event.
  - a. DHS invoice directory:  
[DHS\\_Contractor\\_Invoices@denvergov.org](mailto:DHS_Contractor_Invoices@denvergov.org)
  - b. HOST invoice directory:  
[HOSTAP@denvergov.org](mailto:HOSTAP@denvergov.org)

**E. Budget Modifications**

1. Budget line items may only be modified in accordance with the DHS budget modification policies and procedures. Modification shall not take effect until approved in writing.
2. Any proposed modifications that require an increase in the maximum contract amount shall be evidenced by a written amendment prepared and executed by Contractor and the City in the same manner as this Agreement.

**F. Payment Method**

1. Contractor shall be reimbursed for services provided under this Agreement according to the approved fee schedule.

**G. Fee Schedule**

1. The following rates are "not to exceed" values and are priced based on emergency/immediate activation needs. If the City is able to communicate information in advance, prior to activation, that can assist the Contractor's mobilization effort, lower rates may be available, and additional savings may be achieved.



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- i. Information may include, but is not limited to type of incident and the impact, estimates of activation timeframe and duration, potential location(s) for shelter establishment, available assets and resource needs, number of affected individuals, etc.
- ii. Should lower pricing be available, the Contractor shall furnish an updated quote to the City. The updated quote shall be attached to the activation notice and will represent the newly agreed-upon rates. The rates will only be applied for the specific activation it was quoted for.
- iii. Future activations shall default back to the pricing in the contract unless lower pricing is again proposed by Contractor.

2. Unless otherwise stated in the fee schedule, the Contractor shall be responsible for all costs associated with the delivery, mobilization, setup, maintenance, repair, teardown, and demobilization of any equipment purchased, leased, or rented during service activation.
3. Rates are subject to a 2% yearly increase. Rates shall increase on January 1<sup>st</sup> of each calendar year starting on 1/1/2027.

Contractor Name	Program	Term
IEM International	Mass Care – Emergency Management	1/1/2026 – 12/31/2028

Fee Schedule		
Item/Deliverable Description	Unit of Measurement	Fee/Rate
STAFFING PER POSITION		
Program Manager	Hourly	\$195.00
Project Manager	Hourly	\$180.00
Deputy Project Manager	Hourly	\$160.00
Emergency Manager Specialist (planner, logistics, coordinator, etc.) Onsite	Hourly	\$215.00
Emergency Manager Specialist (planner, logistics, coordinator, etc.) Remote	Hourly	\$160.00
Intake Worker	Hourly	\$81.25
Intake Center Manager	Hourly	\$150.00
Donations Management – Supervisory level staff	Hourly	\$150.00
Volunteer Management – Supervisory level staff	Hourly	\$150.00
Shelter Manager	Hourly	\$150.00
Security Staffing – Supervisory level staff	Hourly	\$77.19

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Security Staffing – Front-Line	Hourly	\$73.44
Shelter Worker	Hourly	\$81.25
Resource Referral and Transitional Counselor	Hourly	\$100.00
Data and Technology Manager	Hourly	\$160.00
Medical Screening & Triage – ALS/BLS Provider	Hourly	\$160.00
Tent Maintenance Technician (minimum of one technician must be on-site full-time if tents are activated)	Weekly	\$4,620.00
Tent Manager (optional) (recommended if using multiple tents)	Weekly	\$6,300.00
<b>FOOD PROVISIONS</b>		
Breakfast (includes coffee, orange juice or apple juice)	Each meal	\$12.90
Lunch (includes canned soda, assorted flavored water or bottled water)	Each meal	\$15.60
Dinner (includes canned soda, assorted flavored water or bottled water)	Each meal	\$15.60
Additional Drinks (assorted canned soda, assorted flavored water or bottled water)	Each	\$2.40
Snacks (options include mixed chips, Granola bars, nuts, cookies, cupcakes, etc.)	Each	\$6.00
Similac Alimentum Ready to Feed Infant Formula Bottles - 2 fl oz Each/8ct	Each	\$16.00
Enfamil NeuroPro Baby Formula, MFGM* 5-Year Benefit, Expert-Recommended Brain-Building Omega-3 DHA, Exclusive Immune Supporting HuMO6 Blend, Ready-to-Feed Infant Formula, Liquid, 2 Fl Oz, 6 Count (Pack of 4)	Each	\$45.00
Enfamil EnfaCare Nursettes Ready to Feed Infant Formula Bottles - 2 fl oz/6ct	Each	\$13.00
Similac 360 Total Care Sensitive Ready-to-Feed Infant Formula, 2.0 fl oz, 6 pack	Each	\$13.00
Similac Infant Nipple and Ring (case of 50)	Each	\$70.00
<b>INTERPRETATION/TRANSLATION</b>		
Interpretation – all languages – over the phone (minimum 5 minutes) w/o scheduling	Per 5 minute block	\$7.74
Interpretation - ASL – via video conference (minimum 5 minutes) w/o scheduling	Per 5 minute block	\$14.94



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FIXED FACILITY SHELTERING AND SUPPLIES		
Non-congregate sheltering (assumes double occupancy) (*Contractor shall notify the City if availability is limited and does not allow for this rate, and at which point, the City may seek other solutions for non-congregate sheltering*)	Per room per day	\$234.00
Congregate sheltering Facility space for up to 250 sheltered guests (*Contractor shall notify the City if availability is limited and does not allow for this rate, and at which point, the City may seek other solutions for non-congregate sheltering*)	Per 7 days	\$42,000.00
Congregate sheltering Facility space for up to 500 sheltered guests (*Contractor shall notify the City if availability is limited and does not allow for this rate, and at which point, the City may seek other solutions for non-congregate sheltering*)	Per 7 days	\$84,000.00
Congregate mobile restrooms – 10 stalls restroom trailer (NON ADA) (includes handwashing sinks)	Per trailer per week	\$6,300.00
Congregate mobile showers – 8 stalls shower trailer – (NON ADA)	Per trailer per week	\$6,720.00
Handwashing stations – congregate – single stall (NON ADA) (separate from restroom trailer sinks)	Per trailer per week	\$1,260.00
Congregate mobile restrooms – 2 stalls restroom trailer (ADA) (includes handwashing sinks)	Per trailer per week	\$11,400.00
Congregate mobile shower – 2 stalls shower trailer (ADA)	Per trailer per week	\$11,400.00
Handwashing stations – congregate – single stall (ADA) (separate from restroom trailer sinks)	Per trailer per week	\$1,260.00
Generator: 20KW/week with the assumed Fuel usage rate of 1.8 Gallons per Hour (fuel included)	Per generator per week	\$1,680.00
Generator: 36KW/week with the assumed Fuel usage rate of 3.0 Gallons per Hour (fuel included)	Per generator per week	\$2,220.00
Generator: 56KW/week with the assumed Fuel usage rate of 4.4 Gallons per Hour (fuel included)	Per generator per week	\$2,520.00
Generator: 100KW/week with the assumed Fuel usage rate of 7.3 Gallons per Hour (fuel included)	Per generator per week	\$3,720.00
Generator mobilization and demobilization fee	Each generator	\$7,200.00



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Bedding	Each	\$30.00
Hygiene kit	Each	\$7.20
Large hand sanitizer	Each	\$8.05
Hand wipes (40 sheets)	Each	\$3.80
Disinfecting wipes (pack of 3)	Each	\$14.95
Paper towels (pack of 6)	Each	\$19.55
Towels	Each	\$2.40
Surgical face mask (pack of 50)	Each	\$10.35
Masks: KN95 (pack of 50)	Each	\$25.88
Disposable gloves (Pack of 100)	Each	\$10.35
First-aid kit	Each	\$20.40
Fire extinguisher	Each	\$57.50
Fire blanket	Each	\$35.65
Exits & illuminated exit sign	Each	\$86.25
Toilet paper	Each roll	\$1.03
Diapers	Per person per day	\$4.50
Sanitary products	Per person per day	\$1.38
Laundry service (weekly) (available for tenting or fixed facility)	Per person per pound	\$3.00
Mesh laundry bag	Each	\$12.00
Laundry detergent	Each	\$90.00
Janitorial services (includes staffing, material, and supplies)	Per square foot per cleaning cycle	\$0.12
Sleeping cots (re-usable)	Each	\$96.00
Sleeping cots rental (100 minimum)	Per unit per week	\$60.00
Pet Food (large bag)	Each	\$57.50
Non-slip bowl for pet food and water (pack of 2)	Each	\$20.70
Cat bathroom (litter box/scooper/litter)	Each	\$34.50
Leash/collar	Each	\$17.25
Compostable poop bags (pack of 90)	Each	\$34.50
Pet crates	Each	\$115.00
Pet beds	Each	\$23.00



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<b>WRAPAROUND TENT SHELTERING</b>		
*The following rates apply if activating tents for sheltering. Rate in other sections for similar items are not applicable when tents are activated*		
Congregate tent – hard-sided/long duration/cold weather capable – 15,000 square foot – up to 300 occupants (requires Tent Maintenance Technician)	Per tent per week	\$594,000.00
Hard-sided tent mobilization and demobilization fee	Each tent	\$207,000.00
Congregate tent – soft-sided/short duration/cold weather capable – 15,000 square foot – up to 300 occupants (requires Tent Maintenance Technician)	Per tent per week	\$171,000.00
Soft-sided tent mobilization and demobilization fee	Each tent	\$189,000.00
Congregate mobile restrooms – 8 stall restroom trailer (NON ADA) (includes handwashing sinks)	Per trailer per week	\$9,840.00
Congregate mobile showers – 8 stall shower trailer – (NON ADA)	Per trailer per week	\$11,520.00
Congregate mobile restrooms – 2 stall restroom trailer (ADA) (includes handwashing sinks)	Per trailer per week	\$8,040.00
Congregate mobile showers – 2 stall shower trailer – (ADA)	Per trailer per week	\$8,760.00
8 set mobile laundry (does not include detergent or individual laundry bags)	Per trailer per week	\$6,720.00
Mobile solar CCTV tower	Per unit per week	\$2,940.00
Generated power & distribution	Per week	\$10,200.00
Diesel fuel service for generated power	Per week	\$16,632.00
Fresh water and waste services (collection 5 times per week)	Per week	\$4,395.00
4,000-Watt LED light tower	Per unit per month	\$1,862.00
20' dry storage container	Per unit per month	\$1,145.00
Sleeping cots rental (minimum 100)	Per unit per week	\$30.00
Bedding	Each	\$28.00
Mobilization of wrap-around items (cost of mobilizing one unit of every item listed in this section, not including tent)	Each activation	\$116,690.40
Demobilization of wrap-around items (cost of demobilizing all items in this section, not including tent)	Each activation	\$102,777.60



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TRANSPORTATION		
56-passenger motorcoach rental (includes driver) (includes gas for travel within City of Denver or to locations within a 50-mile radius of Denver Union Station)	Per unit per day	\$1,782.00
24-passenger minibus rental (includes driver) (includes gas for travel within City of Denver or to locations within a 50-mile radius of Denver Union Station)	Per unit per day	\$1,302.00
Transportation for donations distribution (includes driver)	Per mile per vehicle	\$0.70
PRINTING		
Standard 8x11 paper printing - black and white	Per page	\$0.59
Standard 8x11 paper printing - color	Per page	\$1.79
Large Sign	Each	\$54.05
Small Sign	Each	\$20.93
TECHNOLOGY		
Office Equipment for Intake Operations Centers (Includes all equipment and Supplies)	Per activation	\$33,907.64
Case Management Software	Per month	\$15,600.00
Radios	Each	\$60.00
SECURITY CAMERAS		
Managed Poe++ Switch (48 Port)	Per unit per month	\$1,890.00
24-Port PoE+ Network Switch	Per unit per month	\$959.00
5MP Multidirectional Panoramic Camera	Per unit per month	\$1,680.00
Fixed 8 MP mini dome with deep learning	Per unit per month	\$330.00
2x8MP dual-sensor camera at 30 fps	Per unit per month	\$1,290.00
6 MP corner camera with no blind spots	Per unit per month	\$750.00
4MP Fixed Mini Dome WDR IP Camera, 2.4mm Lens, White	Per unit per month	\$390.00
AXIS Camera Station Edge	Each	Included
AXIS Surveillance Card 1 TB	Each	\$419.00



**IEM International, Inc.**  
**EXHIBIT A**  
**SCOPE OF WORK**  
Jaggaer No. SOCSV-202581681-00

AXIS Camera Station Cloud Storage. 30 Rolling Days of Cloud Storage for 1 Year	Each	\$120.00
T-Mobile Internet	Per month	\$120.00
Install Per Camera to wire, mount, and configure	Each	\$660.00
Removal Per Camera & Wire	Each	\$330.00
Priority service, System updates, Add/Delete Users, 1 hour per month of remote assistance, 20% off labor for repairs, free camera replacement. Per Camera Discount available for camera quantity	Each	\$72.00
Wire - Per 1000' used	Each	\$600.00
Mobile Trailer with 20' Mast	Per unit per month	\$2,280.00
IR PTZ Camera, AXIS Q6135-LE	Per unit per month	\$480.00
Panoramic Camera, AXIS P3818	Per unit per month	\$300.00
Bullet Camera, AXIS P1468-LE	Per unit per month	\$264.00
Thermal Camera, AXIS 1951-E	Per unit per month	\$540.00
Network Horn Speaker, AXIS C1310	Per unit per month	\$144.00
LPR Cam/Software	Per unit per month	\$840.00
Strobe and Siren, AXIS D4100-E	Per unit per month	\$120.00
Professional Live Monitoring One Camera per month for 2200-0500 local time	Per unit per month	\$330.00
Additional Hour of Live Monitoring	Per unit per month	\$60.00
<b>MISCELLANEOUS</b>		
Additional supplies and equipment including, but not limited to, shelter furniture, fixtures, and equipment, office and communications equipment, shelter supplies, hygiene supplies for guests, etc., to be reimbursed at-cost + additional 15% mark-up. Any purchase exceeding \$1,000 per item must be pre-approved by the Contract Manager or Designee.	Each	Reimbursed at cost + 15% mark-up

	<b>Total Contract Budget</b>	<b>\$8,000,000</b>
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IEM International, Inc.  
EXHIBIT A  
SCOPE OF WORK  
Jaggaer No. SOCSV-202581681-00

H. Language Access Costs

1. Costs related to providing appropriate language access for guests receiving services under this Agreement have been identified in the fee schedule above.

XI. CONTRACT LIFECYCLE SUMMARY

- A. The table below summarizes the history of the contract to date, providing context on the life of the contract for the current scope of work.

Contract Version	Contract Term	Fiscal Term	Current Budget	Additional Funds	Contract Maximum
Base	01/01/26 - 12/31/28	01/01/26 - 12/31/28	\$8,000,000	N/A	\$8,000,000

## EXHIBIT B - KEY PERFORMANCE INDICATOR

Category	KPI	Definition/Unit of Measure	Target/ Benchmark	Frequency of Data Collection	Data Source	Responsible Party	Reporting Format
General Management	Mobilization Time	Hours/days from contract activation to operational readiness	≤ 72 hours	One-time (per activation)	Mobilization checklist, time logs	Project Manager	After-action report
	Data Accuracy	% of correct and complete entries	≥ 98%	Weekly	HOST system, internal QA audits	Project Manager	Dashboard (monthly)
	Budget Management	% variance from budget projection	± 5%	Monthly	Financial system	Project Manager	Budget summary
Intake/ Reception	Response Time	Time from participant arrival to registration	≤ 30 minutes	Daily	Intake logs	Intake Team Lead	Daily summary
	Accuracy	% of correct participant data entries	≥ 98%	Weekly	Intake audit reports	Project Manager	Monthly QA report
	Throughput	# of participants processed per hour/day	≥ 20/hour (example)	Daily	Sign-in sheets	Site Manager	Daily ops report
Sheltering	Capacity Utilization	% of beds occupied	≥ 90%	Daily	Shelter management system	Shelter Manager	Daily dashboard
	Match Efficiency	Time to match NCS placement	≤ 4 hours	Real-time	Case files	Shelter Manager	Weekly report
	Efficiency & Resource Use	Average time of readiness	≥ 50%	Daily	Shelter management system	Shelter Staff/Manager	Weekly QA report
	Occupancy Duration	Average length of stay	≤ 14 days (example)	Monthly	Client records	Shelter Manager	Monthly report
	Safety Incidents	# of incidents reported	0 critical/ declining trend	Real-time	Incident log	Security Lead	Incident report
	Hygiene Compliance	% of scheduled checks completed	100%	Daily	Sanitation logs	Shelter Manager	Daily checklist
Food Provision	Meal Distribution Rate	Meals served per day	Based on census	Daily	Meal logs	Food Services Lead	Daily count
	Nutritional Compliance	% meals meeting standards	100%	Weekly	Menu audits	Food Services Lead/ Shelter Manager	Weekly QA report
	Medical/Dietary Accommodation	% of requests met	≥ 95%	Daily	Special meals logs	Food Services Team	Monthly report
	Waste Management	% of food wasted vs. prepared	≤ 10%	Weekly	Kitchen waste logs	Food Services Team	Sustainability report
Medical Triaging	Time to Triage	Avg. minutes to triage	≤ 15 minutes	Daily	Triage logs	Shelter Manager	Daily report
	Treatment Accuracy	% of accurate diagnoses/treatment	≥ 98%	Weekly	Case audits	Shelter Manager	Monthly QA report
	Patient Throughput	Patients seen per hour/day	≥ 10/hour	Daily	Clinic logs	Shelter Manager	Daily report
	EMS Response Time	Time from escalation to EMS arrival	≤ 20 minutes	Per incident	EMS call logs	Shelter Manager	Incident report
Site Security	Incident Response Time	Avg. time to resolve security issues	≤ 5 minutes	Per incident	Security logs	Security Lead	Incident report
	Coverage	Guards per shift/site	As required by protocol	Daily	Shift rosters	Security Lead	Staffing log
	Incident Frequency	# of security incidents	Decreasing trend	Weekly	Security reports	Security Lead	Weekly dashboard
Counseling/ Referral	Counseling Sessions	# of sessions conducted	Meet/exceed caseload plan	Weekly	Case logs	Shelter Manager	Service tracker
	Successful Referrals	% completed with follow-through	≥ 80%	Monthly	Referral records	Shelter Manager	Monthly report
	Follow-Up Success	% of clients accessing services	≥ 75%	Monthly	Follow-up surveys	Shelter Manager	Quarterly report
Transportation	Vehicle Availability	# vehicles in service	Based on daily need	Daily	Fleet logs	Shelter Manager	Daily status update
	Pickup Response Time	Time from request to pickup	≤ 30 minutes	Daily	Dispatch logs	Shelter Manager	Daily ops report
	Coverage	Total miles covered or pax served	Meets demand	Weekly	Route reports	Transportation Lead	Weekly analysis
Donations	Inventory Turnover	Time to distribute items	≤ 3 days	Weekly	Inventory logs	Donations Manager	Inventory report
	Donor Engagement	# of donors engaged	Increasing trend	Monthly	CRM system	Donations Manager	Monthly report
	Distribution Accuracy	% items received by intended recipients	≥ 98%	Weekly	Distribution logs	Volunteer Manager	QA checks
Volunteer Management	Training Completion	% volunteers trained	100%	Weekly	Training logs	Volunteer Manager	Weekly report
	Deployment	# of volunteers assigned per shift	Meet operational plan	Daily	Shift rosters	Volunteer Manager	Daily report
	Retention Rate	% returning for multiple shifts	≥ 75%	Monthly	Volunteer database	Volunteer Manager	Quarterly summary
Guest Satisfaction	Services and Satisfaction	Average score of guests	≥ 50%	Daily	Guest exit survey	Shelter Staff/ Manager	Monthly Report
Turnover Time for Cots/Beds	Efficiency & Resource Use	Average time of readiness	≥ 50%	Daily	Shelter management system	Shelter Staff/ Manager	Weekly QA report
AFN	AFN Accommodation	% of participants whose ADA needs were met	≥ 75%	Daily	Shelter management system	Shelter Staff/ Manager	Weekly QA report



**EXHIBIT C**  
**TASK ORDER FORM**

*\*This Exhibit is for reference Only. Actual form may be modified for effective use at any time during the contract term\**

**Activation Information**

1. Requesting City Agency: \_\_\_\_\_
2. City Contract Manager: \_\_\_\_\_
3. Invoices deliver to: \_\_\_\_\_
4. Other invoice requirements, in addition to the requirements of the Agreement, if any:  
\_\_\_\_\_
5. Period of performance: \_\_\_\_\_
6. Event detail (what happened and where?):  
\_\_\_\_\_
7. Anticipated number of individuals affected: \_\_\_\_\_
8. Amount "not to exceed" for this Task Order: \_\_\_\_\_

**Funding Source for this Task Order:**  Local,  State, and/or  Federal

(By checking State or Federal above, all services provided under this Task Order are subject to compliance requirements under the Federal and State Reimbursement; Conditional Compliance provision of this Agreement)

**If Using Federal Funding, Complete the Following:**

1. IEM International - Determination for this award: Contractor
2. IEM International UEI#: MES2SE62JGL3
3. Program Name: \_\_\_\_\_
4. Federal Award Date: \_\_\_\_\_
5. Federal Funding Amount: \_\_\_\_\_
6. Amount of Federal Funds by this action: \_\_\_\_\_
7. Subaward Period of Performance: \_\_\_\_\_
8. Assistance Listing# (a.k.a. CFDA#): \_\_\_\_\_
9. Federal Award Identification Number (FAIN): \_\_\_\_\_
10. Amount awarded to Contractor: \_\_\_\_\_
11. Names of subcontractors: \_\_\_\_\_
12. Indirect cost rate: N/A

**Services to be activated (include any specific details, deliverables, or deadlines for each service based on master scope and fee schedule)**

Intake/registration operations: \_\_\_\_\_

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Will Contractor be responsible for determining shelter eligibility?  Yes  No

Congregate sheltering: \_\_\_\_\_

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Non-congregate sheltering: \_\_\_\_\_

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Food provision: \_\_\_\_\_

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Medical triaging: \_\_\_\_\_

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Site security: \_\_\_\_\_

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Resource referral and transitional counseling: \_\_\_\_\_

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Local transportation assistance: \_\_\_\_\_

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Donations management: \_\_\_\_\_

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Volunteer management: \_\_\_\_\_

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Digitized by srujanika@gmail.com

Other details (accommodation needs, special terms, conditions, or requirements specific to the Task Order):

*Please attach to this form a quote based on rates established within the fee schedule of Exhibit A, or lowered rates, if available.*

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**Approval**

**City and County of Denver:**

Name of City approver: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IEM International, Inc.:**

Name of approver: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## EXHIBIT D

INNOEME-01

LHAMLET

DATE (MM/DD/YYYY)  
9/30/2025

## CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER	Alera Group 4131 Parklake Avenue, Suite 225 Raleigh, NC 27612	CONTACT Lori F. Hamlet	
		PHONE (A/C, No, Ext): (919) 469-2473	FAX (A/C, No): (919) 467-4987
		E-MAIL ADDRESS: lhamlet@trisure.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED	IEM International, Inc. 5420 Wade Park Blvd, Suite 140 Raleigh, NC 27607	INSURER B : American Guarantee & Liability Insurance Company	26247
		INSURER C : Landmark American Insurance	33138
		INSURER D : Underwriters at Lloyd's, London	15642
		INSURER E :	
		INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	CPO3108416-00	10/1/2025	10/1/2026	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
							EBL	\$ 1,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	CPO3108416-00	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							\$	\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$			AUC3108424-00	10/1/2025	10/1/2026	EACH OCCURRENCE	\$ 10,000,000	
							AGGREGATE	\$ 10,000,000	
							\$	\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC3108418-00	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
C	Professional/Cyber			LCY870437	10/1/2025	10/1/2026	Limit	5,000,000	
D	Sexual Abuse			B0621PINNO018324	10/1/2025	10/1/2026	Per Claim Limit	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Client Property Third Party Crime \$1,000,000 Limit with Hartford Fire Insurance Company Policy Number: 22TP047921124**

Re: Denver On-Call Services for Mass Care Operations

The City and County of Denver, its elected and appointed officials, employees, and volunteers are named as additional insureds with respects to General Liability and Automobile Liability if required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver  
 Department of Human Services  
 1200 Federal Boulevard  
 Denver, CO 80204

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

## AUTHORIZED REPRESENTATIVE

**EXHIBIT E, BUSINESS ASSOCIATE AGREEMENT**  
**HIPAA/HITECH**

**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 the 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.
- 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:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. 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.

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 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 DEH 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:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. 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);
3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
4. 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
5. 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.
- 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).**

CONTRACTOR shall also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.

## **EXHIBIT F, CONTRACT FEDERAL PROVISIONS**

### **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Agreement or Purchase Order to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement or Purchase Order, or any attachments or exhibits incorporated into and made a part of the Agreement or Purchase Order, the provisions of these Federal Provisions shall control.

### **2. COMPLIANCE.**

- 2.1. The Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The City or the State of Colorado may provide written notification to the Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

### **3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.**

- 3.1. **SAM.** The Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. The Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 3.2. **Unique Entity ID.** The Contractor shall provide its Unique Entity ID to its Recipient and shall update The Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in the Contractor's information.

### **4. CONTRACT PROVISIONS REQUIRED BY UNIFORM GUIDANCE APPENDIX II TO PART 200.**

- 4.1. **Contracts for more than the simplified acquisition threshold,** which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000
- 4.2. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 4.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 4.4. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 4.5. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 4.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 4.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.8. **Debarment and Suspension** (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.9. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 4.10. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
  - 4.10.1. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
    - 4.10.1.1. Procure or obtain;
    - 4.10.1.2. Extend or renew a contract to procure or obtain; or
    - 4.10.1.3. Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 4.11. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321)**. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 4.12. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel,

cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

4.13. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

5.1. Pursuant to §4.2 of these Federal Provisions, the City may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

- 5.1.1. For Fixed Price Contracts: FAR 52.249-2 (2023)
- 5.1.2. For Contracts for Personal Services: FAR 52.249-12 (2023)
- 5.1.3. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
- 5.1.4. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

## 6. EVENT OF DEFAULT.

6.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the City may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the City under the Agreement, at law or in equity.

## EXHIBIT G - PREVAILING WAGE

# City and County of Denver



**TIMOTHY M. O'BRIEN, CPA**  
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202  
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

## 2025 Building General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** September 11, 2025  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Wednesday, September 10, 2025**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including four stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO20250020

Superseded General Decision No. CO20240020

Modification No. 9

Publication Date: 09/10/2025

(5 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on August 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis-Bacon classifications under \$18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250020 09/5/2025

**Superseded General Decision Number:** CO20240020

**State:** Colorado

**Construction Type:** Building

**County:** Denver County in Colorado.

## BUILDING CONSTRUCTION PROJECTS

(Does not include single-family homes or apartments up to and including four stories.)

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	02/07/2025
2	03/07/2025
3	03/14/2025
4	05/16/2025
5	07/15/2025
6	07/19/2025
7	07/29/2025
8	08/20/2025
9	09/10/2025

<b>CODE/DESCRIPTION</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ASBE0028-002 07/01/2024</b> <b>ASBESTOS WORKER/HEAT &amp; FROST INSULATOR – MECHANICAL (DUCT, PIPE &amp; MECHANICAL SYSTEM INSULATION)</b>	\$36.98	\$16.82
<b>CARP0055-002 05/01/2025</b> <b>CARPENTER (DRYWALL HANGING ONLY)</b>	\$35.10	\$13.84
<b>CARP1607-001 06/01/2025</b> <b>MILLWRIGHT</b>	\$42.50	\$19.02
<b>ELEC0068-012 06/01/2025</b> <b>ELECTRICIAN (INCLUDES LOW VOLTAGE WIRING)</b>	\$46.80	\$19.53
<b>ELEV0025-001 01/01/2025</b> <b>ELEVATOR MECHANIC</b>	\$56.57	\$40.35

**FOOTNOTE:**

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked.  
8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

**ENGI0009-017 05/01/2024**

<b>POWER EQUIPMENT OPERATOR (CRANE)</b>	<b>RATES</b>	<b>FRINGE</b>
<b>141 TONS AND OVER</b>	\$39.80	\$15.20
<b>50 TONS AND UNDER</b>	\$35.78	\$15.20
<b>51 TO 90 TONS</b>	\$36.09	\$15.20
<b>91 TO 140 TONS</b>	\$37.34	\$15.20

**IRON0024-010 11/01/2024**

<b>IRONWORKER, STRUCTURAL/ORNAMENTAL</b>	<b>RATES</b>	<b>FRINGES</b>
	\$39.21	\$12.79

**IRON00847- 11/01/2024**

<b>IRONWORKER, REINFORCING</b>	<b>RATES</b>	<b>FRINGES</b>
	\$57.15	\$3.65

**PAIN0079-006 08/01/2024**

<b>PAINTER (BRUSH, ROLLER, AND SPRAY; EXCLUDES DRYWALL FINISHING/TAPING)</b>	<b>RATES</b>	<b>FRINGES</b>
	\$27.41	\$11.56

**PAIN0079-007 08/01/2024**

<b>DRYWALL FINISHER/TAPER</b>	<b>RATES</b>	<b>FRINGES</b>
	\$28.11	\$11.56

**PAIN0419-001 06/01/2022**

<b>SOFT FLOOR LAYER (VINYL AND CARPET)</b>	<b>RATES</b>	<b>FRINGES</b>
	\$18.81	\$14.33

<b>PAIN0930-002 07/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>GLAZIER</b>	<b>\$37.26</b>	<b>\$13.15</b>
<b>PLUM0003-009 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PLUMBER (EXCLUDES HVAC DUCT, PIPE AND UNIT INSTALLATION)</b>	<b>\$47.23</b>	<b>\$21.68</b>
<b>PLUM0208-008 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION; EXCLUDES HVAC DUCT INSTALLATION)</b>	<b>\$45.40</b>	<b>\$22.43</b>
<b>SFC00669-002 04/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SPRINKLER FITTER (FIRE SPRINKLERS)</b>	<b>\$48.60</b>	<b>\$27.57</b>
<b>SHEE0009-004 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION; EXCLUDES HVAC PIPE AND UNIT INSTALLATION)</b>	<b>\$39.47</b>	<b>\$21.83</b>
<b>SUC02013-006 07/31/2015</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER</b>	<b>\$21.96</b>	<b>\$0.00</b>
<b>CARPENTER: ACOUSTICAL CEILING INSTALLATION ONLY</b>	<b>\$22.40</b>	<b>\$4.85</b>
<b>CARPENTER: METAL STUD INSTALLATION ONLY</b>	<b>\$20.81</b>	<b>\$0.00</b>
<b>CARPENTER, EXCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, AND METAL STUD INSTALLATION</b>	<b>\$21.09</b>	<b>\$6.31</b>
<b>CEMENT MASON/CONCRETE FINISHER</b>	<b>\$20.09</b>	<b>\$7.03</b>
<b>LABORER: COMMON OR GENERAL</b>	<b>\$19.81</b>	<b>\$5.22</b>
<b>LABORER: MASON TENDER – BRICK</b>	<b>\$20.32</b>	<b>\$0.00</b>
<b>LABORER: MASON TENDER – CEMENT/CONCRETE</b>	<b>\$20.33</b>	<b>\$0.00</b>
<b>LABORER: PIPELAYER</b>	<b>\$19.86</b>	<b>\$3.68</b>
<b>OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE</b>	<b>\$20.78</b>	<b>\$5.78</b>
<b>OPERATOR: BOBCAT/SKID STEER/SKID LOADER</b>	<b>\$20.10</b>	<b>\$3.89</b>
<b>OPERATOR: GRADER/BLADE</b>	<b>\$21.50</b>	<b>\$0.00</b>
<b>ROOFER</b>	<b>\$18.85</b>	<b>\$0.00</b>
<b>TRUCK DRIVER: DUMP TRUCK</b>	<b>\$18.97</b>	<b>\$0.00</b>
<b>WATERPROOFER</b>	<b>\$18.83</b>	<b>\$0.00</b>

**Welders** – Receive rate prescribed for craft performing operation to which welding is incidental.

## Administrator Supplemental Rates

Specific to the Denver projects: Revision Date: 05/20/2025

CLASSIFICATION	BASE	FRINGE
BOILERMAKER	\$30.97	\$21.45
LABORER: CONCRETE SAW	\$18.90	\$0.00
PAPER HANGER	\$20.15	\$6.91
PLASTERER	\$32.55	\$13.00
PLASTER TENDER	\$18.81	\$0.00
TRUCK DRIVER: FLATBED	\$19.14	\$10.07
TRUCK DRIVER: SEMI	\$19.48	\$10.11

CLASSIFICATION: POWER EQUIPMENT OPERATOR	BASE	FRINGE
CONCRETE MIXER — LESS THAN ONE YD	\$23.67	\$10.67
CONCRETE MIXER – 1 YD AND OVER	\$23.82	\$10.68
DRILLERS	\$23.97	\$10.70
LOADER – UP TO AND INCLUDING SIX CU YD	\$23.67	\$10.67
LOADERS – OVER SIX CU YD	\$23.82	\$10.68
MECHANIC	\$18.81	\$0.00
MOTOR GRADER	\$23.97	\$10.70
OILERS	\$22.97	\$10.70
ROLLER	\$23.67	\$10.67

Go to [www.DenverGov.org/Auditor](http://www.DenverGov.org/Auditor) to view the Prevailing Wage Clarification Document for complete list of classifications used.

# City and County of Denver



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## 2025 Heavy General Wage Decision

**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Luis Osorio Jimenez, Prevailing Wage Administrator  
**DATE:** August 21, 2025  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, August 20, 2025**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

### General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 7

Publication Date: 8/20/2025

(6 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

**In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21<sup>st</sup>, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage.**

**General Decision Number:** CO20250002 08/15/2025

**Superseded General Decision Number:** CO20240002

**State:** Colorado

**Construction Type:** Heavy

**Counties:** Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

## HEAVY CONSTRUCTION PROJECTS

**Note:** Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025
3	05/16/2025
4	07/15/2025
6	08/12/2025
7	08/20/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS,	\$36.98	\$16.47

**COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS**

<b>BRCO0007-004 01/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)</b>	\$42.37	\$12.86
<b>BRCO0007-006 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)</b>	\$32.93	\$14.29
<b>ELEC0012-011 09/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES PUEBLO COUNTY)</b>	\$33.55	\$15.71
<b>ELEC0068-001 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)</b>	\$46.80	\$19.53
<b>ELEC0111-001 03/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>LINE CONSTRUCTION</b>		
<b>LINE CONSTRUCTION/GROUNDMAN</b>	\$26.09	16.75%+7.80
<b>LINE EQUIPMENT OPERATOR / LINE TRUCK CREW</b>	\$42.16	16.75%+7.80
<b>LINEMAN GAS FITTER/WELDER</b>	\$58.53	16.75%+7.80
<b>ELEC0111-007 01/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES MESA COUNTY)</b>	\$31.75	\$13.25
<b>ELEC0113-002 06/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>ELECTRICIAN (INCLUDES EL PASO COUNTY)</b>	\$38.20	\$18.10

<b>ENGI0009-001 05/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>POWER EQUIPMENT OPERATORS</b>		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
<b>IRON0024-003 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
<b>IRON 00847 11/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
IRONWORKER, REINFORCING	\$55.25	\$3.65
<b>LABO0086-001 05/01/2009</b>	<b>RATES</b>	<b>FRINGES</b>
LABORERS: PIPELAYER	\$18.81	\$6.78
<b>PLUM0003-005 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
<b>PLUM0058-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
<b>PLUM0058-008 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
<b>PLUM0145-002 07/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

<b>PLUM0208-004 06/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)</b>	\$46.01	\$22.43
<b>SHEE0009-002 07/01/2024</b>	<b>RATES</b>	<b>FRINGES</b>
<b>SHEET METAL WORKER</b>	\$39.47	\$21.83
<b>TEAM0455-002 05/01/2025</b>	<b>RATES</b>	<b>FRINGES</b>
<b>TRUCK DRIVERS: PICKUP</b>	\$26.96	\$4.87
<b>TRUCK DRIVERS: TANDEM/SEMI AND WATER</b>	\$27.59	\$4.87
<b>SUCO2001-006 12/20/2001</b>	<b>RATES</b>	<b>FRINGES</b>
<b>BOILERMAKER</b>	\$18.81	\$**
<b>CARPENTERS: FORM BUILDING AND SETTING</b>	\$19.64	\$2.74
<b>CARPENTERS: ALL OTHER WORK</b>	\$18.91	\$3.37
<b>CEMENT MASON/CONCRETE FINISHER</b>	\$18.83	\$2.85
<b>IRONWORKER, REINFORCING</b>	\$18.81	\$3.90
<b>LABORERS: COMMON</b>	\$19.81	\$2.92
<b>LABORERS: FLAGGER</b>	\$18.81	\$3.80
<b>LABORERS: LANDSCAPE</b>	\$20.81	\$3.21
<b>PAINTERS: BRUSH, ROLLER &amp; SPRAY</b>	\$18.81	\$3.26
<b>POWER EQUIPMENT OPERATORS: BACKHOE</b>	\$19.81	\$2.48
<b>POWER EQUIPMENT OPERATORS: FRONT END LOADER</b>	\$20.81	\$3.23
<b>POWER EQUIPMENT OPERATORS: SKID LOADER</b>	\$18.81	\$4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Office of the Prevailing Wage Administrator for Supplemental Rates  
 Specific to Denver projects: Revision Date 05-20-2025

Classification		Base	Fringe
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications use.