

**AGREEMENT**

**THIS AGREEMENT** (the “Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City," and **ARGUS EVENT STAFFING, LLC**, a Colorado limited liability company, with an address of 4001 Fox Street, Denver, Colorado, 80216, hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, the City desires to retain the Contractor to provide event staffing services as needed to various City venues and facilities;

**WHEREAS**, the Contractor possesses the qualifications required by the City;

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

**WHEREAS**, the Contractor desires to provide event staffing services to the City and is ready, willing, and able to undertake and perform these services as an independent contractor.

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **FORM OF AGREEMENT**: This Agreement shall consist of the terms and conditions stated in the following numbered paragraphs and referenced exhibits. No other documentation related to this Agreement or generated as a result of this Agreement shall form a part of this Agreement unless it is expressly referenced and incorporated herein.

2. **CITY REPRESENTATIVE**: The Executive Director of the City’s Denver Arts & Venues (“DAV”) or the Executive Director’s designee (the “Executive Director” or “Director”), is the official City representative and directs all services performed under this Agreement. Communication between the City and the Contractor shall be directed through the Executive Director, or such other City agency representative(s) as the Executive Director shall designate.

Day-to-day operational coordination of all Services (as hereinafter defined) will be provided by the Executive Director or the Director’s authorized representative. The Contractor

agrees that during the term of this Agreement it shall fully coordinate all Services hereunder with the Executive Director.

**3. SERVICES TO BE PERFORMED:** The Contractor shall be responsible for providing best in class, customer-oriented facility services as described in the Scope of Services and Technical Requirements attached hereto as **Exhibit A** (the “Services”) on an as-needed basis when requested by the Executive Director. All records, finding, research, opinions and documentation prepared by the Contractor under this Agreement, if delivered to and accepted by the Executive Director, shall become the property of the City. The Contractor also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder.

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the Services (“Service Revisions”) without invalidating this Agreement. Service Revisions will be issued, in writing, and signed by the Executive Director or her/his authorized representative. The Contractor shall be paid for the actual quantity or quantities of such services whether increased or decreased. Additions or modifications of personnel shall be remunerated only on the Net Percentage Mark-up over wage costs listed in **Exhibit B**.

**4. TERM OF AGREEMENT:** This Agreement will commence on **March 1, 2024** and will expire on **February 28, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions for one (1) additional two (2) year renewal term by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any services in progress as of the expiration date and the Term will extend until the services are completed or earlier terminated by the Executive Director.

**5. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

**6. PAYMENT:**

**A. Budget:** The City agrees to pay the Contractor, and the Contractor agrees to accept as full and total compensation for the services and expenses provided under this Agreement and at rates delineated in **Exhibit B**. The City will not compensate the Contractor for

overtime worked by its employees unless the City specifically requires an employee to work more than 40 hours in a work week.

**B. Reimbursable Expenses:** Reimbursable expenses are permitted as described in **Exhibit B**.

**C. Invoicing:** The Contractor shall provide the City with an invoice after each event in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Each invoice shall be accompanied by a true and correct copy of the payroll records of all workers employed under this Agreement. The City will pay only for hours actually worked. Invoices must follow procedures and requirements provided in **Exhibit A**. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **SIXTY MILLION DOLLARS AND ZERO CENTS (\$60,000,000.00)** (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this Agreement.

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

**E. Service Level Agreements ("SLAs") and Credits:**

(1) If, in the opinion of the Executive Director, the Contractor's performance under this Agreement becomes unsatisfactory, the City may notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to perform the Services to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

(2) The City shall be entitled to Service credits as outlined below. The City may deduct such credits from any amounts that may be due the Contractor under this or any other agreement with the City.

| <u>INCIDENT</u>   | <u>CREDITS</u>          |
|---|-------------------------|
| 1. Insufficient numbers of personnel provided for event.    | \$750.00 per incident   |
| 2. Incomplete unacceptable or dirty uniform.                | \$100.00 per incident   |
| 3. Improperly staffed post.                                 | \$100.00 per occurrence |
| 4. Failure to maintain accurate records of hours worked.    | \$500.00 per occurrence |
| 5. Failure to provide and/or complete an incident report.   | \$100.00 per occurrence |
| 6. Providing untrained or unqualified personnel.            | \$500.00 per occurrence |
| 7. Dereliction of duty by personnel provided for the event. | \$500.00 per occurrence |

Dereliction of duty shall be any dereliction of duty determined by the Executive Director to exist and includes but is not limited to actions such as, leaving a post, false reporting, sleeping on duty, intoxication, performance of other unrelated work.

Any instance of an imposition of credits shall be prima facie evidence of a deficiency in the Contractor's performance. The City shall document these and forward a copy of same to the Contractor.

**7. 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.

**8. TERMINATION OF AGREEMENT:**

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

**B.** 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, kick backs, 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.

**C.** If this 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 this 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".

**D.** If this Agreement is terminated by the City with cause, the Contractor shall be compensated for, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2) the reasonable value to the City of the Services provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Executive Director approves in writing which he determines is needed to accomplish an orderly termination of the Services.

E. If this Agreement is terminated by the City, in whole or in part, without cause, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing the Services prior to the date of the termination.

F. Upon termination of this 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 this Agreement.

9. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, 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 three (3) 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.

10. **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 this Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

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

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

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the

Argus Event Staffing LLC – Event Staffing Services  
CCN: THTRS-202472294

City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

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

**G. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

**12. DEFENSE AND INDEMNIFICATION:**

**A.** The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the City for any acts or omissions of the Contractor or its subcontractors either passive



or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

**C.** 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 shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

**13. 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 rules, regulations, 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 law 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.

**14. DIVISION OF SMALL BUSINESS OPPORTUNITIES REQUIREMENTS:**

**A.** This Agreement is subject to Article V of Chapter 28, Denver Revised Municipal Code (“D.R.M.C.”), designated as §§ 28-117 to 28-199 (the “DSBO Ordinance”); and any Rules and Regulations promulgated pursuant thereto. The goal requirement for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“DSBO”) is **7%**.

**B.** Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

(1) It must maintain records and submit regular reports, as required under the DSBO Ordinance and as directed by DSBO, which will allow the City to assess progress in complying with the MWBE participation goal.

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

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

(4) Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of

work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.

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

(6) Termination or substitution of an MWBE subcontractor requires compliance with § 28-136, D.R.M.C.

(7) Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.

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

**15. 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 this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**16. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

17. **INUREMENT**: The rights and obligations of the parties to this 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 this Agreement.

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

19. **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.

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

21. **CONFLICT OF INTEREST**:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**22. 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 first above written, and if to the City at:

City and County of Denver  
Executive Director, Arts and Venues Division  
1345 Champa Street, First Floor  
Denver, CO 80204

With a copy of any such notice to:

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

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

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

**24. VENUE, GOVERNING LAW:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter,

Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this 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.

**26. 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.

**27. 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that she/he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

**28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will

not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.

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

**30. 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.

**31. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, 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.

**32. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written

approval of the Executive Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**33. CONFIDENTIAL INFORMATION:**

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

**B.** 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 this Agreement, it shall promptly notify the City.



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

D. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., (the "Act"). In the event of a request to the City for disclosure of confidential materials, the City 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.

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

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

**36. 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.

**37. CITY SMOKING POLICY:** The Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

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

**39. FORCE MAJUERE:** If a scheduled Event is prevented or rendered impossible or infeasible by reason of any cause beyond the reasonable control of either City or Argus, such as illness of an artist, cancellation of an artist's performance for any reason, a strike or other labor condition or dispute, epidemic, civil disturbance, riot, insurrection, war or armed conflict, an order or injunction of any court or administrative body, or any other act or regulation of any public authority prohibiting an Event, an act of God (including, but not limited to, inclement weather), failure or restriction of any public or private utility, internet or telecommunications failures or delays, computer failures involving hardware or software not within a party's possession or reasonable control, and acts of vandalism or crime (including network intrusions, cyber-attacks,

and denial of service attacks), neither party will be liable under this Agreement by reason of any failure or delay in the performance of its obligations.

**40. LIMITATION OF LIABILITY:** Argus is not an insurer. Argus does not provide any guarantee that losses will not occur, and Argus makes no warranty, implied or otherwise, that a loss will not occur or that the Services provided will avert occurrences, losses, claims, damages, or causes of action which the Services are designed to deter or avert. The City recognizes that it contracts with numerous entities other than Argus to provide services at the facilities listed in **Exhibit A**. The City recognizes that nothing in **Exhibit A** or this Agreement between the parties shall be construed to create any legal responsibility, financial responsibility, liability, defense obligations, or indemnity obligations for the acts of any non-parties to this Agreement with whom Argus has no contractual relationship.

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

**Exhibit List:**

**Exhibit A – Scope of Work and Technical Requirements**

**Exhibit B – Pricing & Budget**

**Exhibit C – Certificate of Insurance**

**[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:** THTRS-202472294-00  
**Contractor Name:** ARGUS EVENT STAFFING LLC

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202472294-00  
ARGUS EVENT STAFFING LLC

By: DocuSigned by:  
Dave Brower  
A6344F2C9741462...

Name: Dave Brower  
(please print)

Title: President/CEO  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

1) INTRODUCTION:

The Contractor(s) shall supply personnel, expertise and equipment (other than equipment otherwise supplied and specified herein) needed to provide high quality, first-class event staffing services or other specified services to the City when and as required.

2) FACILITY DESCRIPTIONS:

Additional Information Available at: <http://artsandvenuesdenver.com/venues/>

**a) ARENAS**

Made up of the Denver Coliseum and Red Rocks Amphitheatre ("Red Rocks") and are owned by the City & County of Denver and managed by Denver Arts & Venues (DAV).

**i) Denver Coliseum**

The Denver Coliseum is a multi-purpose arena opened in 1951 and used for many different types of events each year including:

- the National Western Stock Show and Rodeo,
- motocross events,
- dances and concerts,
- the Annual Denver March Powwow,
- circuses,
- ice events, and
- high school sporting events

There are approximately 8,100 permanent seats and room for another 2,400 portable chairs on the arena floor covering a total of approximately 120,000 square feet of floor space. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating capacity - 10,500

Annual Events - approximately 85-95

**ii) Red Rocks Amphitheatre and Visitor Center**

Red Rocks is a natural, geologically formed, open air amphitheater set in the Rocky Mountain foothills and in Red Rocks Park, fifteen (15) miles west of Denver. It was built by the Civilian

Conservation Corps and opened in 1941. Red Rocks can hold up to 9,525 people through general admission seating in 70 tiered rows. The Visitor Center, opened in 2003, is a year-round tourist destination and an amenity to patrons during events providing restrooms, concessions, exhibits and a full-service restaurant. Red Rocks and its corresponding parking areas make up around 50 acres of the 868 acres of park and other adjacent city owned property. The park can accommodate over 4,000 parked cars. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating Capacity - 9,525 (when at least 45% is sold as General Admission)

Annual Events - approximately 160-180

**b) DENVER PERFORMING ARTS COMPLEX (Arts Complex)**

The Denver Performing Arts Complex (Arts Complex), owned by the City and County of Denver and operated by Denver Arts & Venues, is the largest performing arts complex in the United States under one roof and the second-largest center of its kind in terms of number of venues and seating capacity.

**i) Ellie Caulkins Opera House**

This original 1908 structure was renovated and re-opened in September 2005 as a world-class performing arts venue. It is the home of Opera Colorado and the Colorado Ballet, and hosts other activities throughout the year. The Studio Loft is an 8,000 square foot performance, rehearsal, and event space with a cathedral ceiling, exposed brick, a 3,000 square foot wood dance floor, and attached smaller room with a bar. The Nathaniel Merrill Founders Room is a 1,000 square-foot event and meeting space featuring a private bar, casual seating, and a state-of-the-art media system. The Chambers Grant Salon is a 9,000 square-foot special event and restaurant space below the main lobby.

Seating Capacity: 2,225

Annual Events: approximately 160 - 180

**ii) Boettcher Concert Hall**

Home of the Colorado Symphony Orchestra, this symphony hall was the nation's first 360-degree, in the round concert hall. This regal theatre seats 2,600 patrons.

Seating Capacity: 2,679

Annual Events: approximately 90-120

**iii) Temple Hoyne Buell Theatre**

This 2,880-seat theatre hosts top touring Broadway shows such as The Phantom of the Opera, Wicked, and The Lion King. The Wolf room, located on the mezzanine level, is a 960 square

foot unique space ideal for intimate dinner parties, cocktail hours, small celebrations and meetings.

Seating Capacity: 2,884

Annual Events: approximately 175-225

### **3) MCNICHOLS CIVIC CENTER, LORETTO HEIGHTS AND OFF PROPERTY EVENTS (Bid Item #3)**

#### **a) McNichols Civic Center Building**

The McNichols Civic Center Building is located at the northwest corner of Civic Center Park, at the intersection of Colfax and Bannock. In 1907, the cornerstone of the McNichols Building was laid. It set the foundation for the then Denver Carnegie Library that would become a center of learning in Civic Center Park. That tradition continues as the building reopened in 2012 as a contemporary hub for arts and culture for the people of Denver. This stunning Greek revival building with its classic Corinthian columns and iconic colonnade across its front, offers new experiences in a classic space.

Seating Capacity: 1090 seated, 2150 for receptions

Annual Events: approximately 120-150

#### **b) Loretto Heights Overview**

This section includes the May Bonfils Stanton Theater at Loretto Heights. Other possible but yet to be determined properties include the former library and parking facility. These facilities are not expected to be operational until 2025 at the earliest.

#### **c) May Bonfils Stanton Theater**

The historic theater will be undergoing renovations and is projected to be operational in 2025. It currently seats approximately 1,000 but capacity may change due to updates and renovations.

Seating Capacity: approximately 1,000

Annual Events 2023 – 2024: 0

Annual Events 2025: TBD

### **4) STANDARD OF CARE AND PERFORMANCE**

Contractor shall implement industry best practices and standards needed to provide the best possible service to the City and its customers: the performers, promoters and patrons utilizing the facilities. Contractor(s) must recognize the importance of their role in achieving the success of the facilities and enhancing the experience of the customers. Contractor(s) and their staff are to make every effort to display professionalism to assist in creating a positive image of the facilities.

a) Contractor shall be responsible for:



- i) Maintaining the highest possible customer service and job performance standards as determined by industry best practices and in conformity with job expectations listed in position descriptions.
- ii) Ensuring employees meet the customer service and job performance standards.
- iii) Preventing contract employees from dereliction of duty to include but not limited to leaving post without authorization, completing false reports, sleeping on duty, reporting to duty under the influence of drugs or alcohol, and/or completing work outside the scope of duties for their post.
- iv) Payment of all required wages and taxes.

#### 5) OFFICE SPACE

Contractor(s) shall have use of office space available at the facilities as determined by the City. Use of office space is at the discretion of Contractor(s) with the approval of the City (at no charge). Any spaces assigned to the Contractor(s) are primarily for event staffing service operations. Any office space assigned to Contractor(s) shall be maintained by Contractor(s) according to the standards established by the City with the expectation the spaces are kept clean and presentable. Failure to maintain cleanliness will result in the City performing the necessary cleaning and Contractor(s) will be billed for such services, with the amount to be deducted from Contractor's billings.

The City shall provide no more than one (1) telephone line to each office assigned to Contractor(s). The City may also provide internet service to assigned offices at the sole discretion of the City. There is no expectation or obligation of the City to provide furnishings for any assigned office spaces. Contractor(s) shall not make any alterations or changes to the facilities without prior written consent of the City. At the City's discretion, it may make other spaces available to Contractor(s) for conducting check in, roll-call, briefings, and other meetings required to perform the agreed upon scope of work. These spaces may be modified from time to time as needed by the City. As a condition of this agreement, Contractor(s) shall have an office established in the Denver Metropolitan area to serve as its center of operations.

#### 6) WAGES

- a) The City desires to have Contractor(s) pay their staff competitive wages in order to attract and retain the highest quality employees.
- b) Contractor(s) will conduct and provide an annual wage survey to assist in the determination of the wages for the following contract year. If market conditions change, wages may be modified in compliance with, and as needed, subject to requirements under Federal or State law, City Ordinance, and the approval of the Executive Director of Arts & Venues or designee.

7) BENEFITS

- a) In general, the event staffing positions described below are part-time on-call employees and are not benefitted. The Contractor may choose to offer part-time employees benefits and the level at which such employees may receive benefits.
- b) Contractor positions that are full time in nature due to their duties, such as an administrative assistant, may receive benefits as approved by the City. If a position is allotted benefits, Contractor(s) and City shall mutually agree on a benefit allowance to cover health and dental benefits comparable to Contractor's administrative staff. This allowance shall be added to the wages for that position and then marked up on the invoice to the City.
- c) Positions provided by the Contractor to the City, For a full-time position working for the City, the employee will be paid for holidays recognized by the City and Contractor(s) reimbursed by the City. An employee working in a full-time position of 40 hours per week shall earn Paid Time Off (PTO) comparable to other full-time employees for the Contractor(s). The Contractor(s) shall provide a summary of PTO benefits that will be applicable for covered employees in this contract.

8) MINIMUM CALLS

- a) Minimum calls (number of hours worked) for employees are to be four (4) hours. Partial hours shall be rounded to the closest quarter hour (15-minute increments).

9) OVERTIME

- a) Employees shall be paid overtime in accordance with Contractor's policies and in compliance with applicable Federal, State and local regulations. If the City does not directly request the Contractor's employee(s) to work overtime, the City will reimburse the Contractor only at an employees' normal hourly rate.
- b) If the City requires or directly requests Contractor's employee(s) to work more than 40 hours in a work week, then the Contractor's employee(s) shall be paid 1 and a half times their base rate wage and Contractor(s) shall bill the City 1 and a half times the billable rate for that position.

10) EMPLOYEE RECOGNITION PROGRAM

- a) Any employee recognition program the Contractor employs is the operational and financial responsibility of the Contractor.

11) PAYMENTS TO CONTRACTOR

- a) The City shall pay Contractor for services provided for:
  - i) Direct labor related to event staffing and personnel services as specified herein;

- ii) Reimbursable expenses or charges as defined herein and not provided by the City. All payments to the Contractor(s) by the City are to be paid in accordance with the City's prompt payment policies, requiring invoices to be paid within thirty (30) calendar days of receipt of the invoice, and subject to review by the Auditor pursuant to the required wage provisions.
- b) Payment for event staffing services labor is to be the applicable hourly wage multiplied by the number of applicable hours for each wage or category, then escalated by the applicable markup percentage.
- c) The agreed upon markup percentage will be used throughout the contract term and any extensions for the adjustment of wage/billing rates for existing and additional positions (as required).
- d) Contractor(s) shall not invoice the City for any charges that are not defined in this agreement, therefore Contractor's markup shall cover all overhead expenses including but not limited to out-of-pocket, FICA, insurance, bonding, travel, parking, secretarial, payroll and any and all equipment used by Contractor(s) in the execution of this contract that is not defined in this contract to be paid for by the City. Payment for reimbursable expenses or other charges shall be clearly identified on each invoice.

## 12) EVENT INVOICE BILLINGS

- a) Contractor(s) shall provide an Event Billing Worksheet and invoice to the City within two (2) business days after an event, showing the total number of personnel and service hours, applicable wages, applicable markup and the total amount owed by the City. A sign-in sheet, time clock or similar system is to document attendance and associate names with position numbers for positive identification.
- b) An estimate of total personnel cost for an event, may be required during the event based on a sign-in sheet. Actual billing shall not exceed show estimate and staffing plan without identifiable and documentable reasons. A 10% variance (higher or lower) will be allowed between the numbers of people (e.g. dollars spent) on Event Staffing Plan, and the number of people actually working each event (this variance is not suggesting every event be staffed 10% higher than requested; it is merely stating the City's understanding of stand-by, intermittent employees and the difficulties involved with scheduling them). Event billings should include any ancillary charges as permitted by the City Contract, such as additional equipment or tow truck charges. In-house event staffing and Traffic Control staffing are to be billed separately. The form of invoicing may be modified from time to time as approved by the City, so long as all the required information is included.

## 13) MISCELLANEOUS BILLINGS

- a) For other services provided by Contractor(s), billings may be submitted to City at the time the service is provided or weekly/monthly at Contractor's discretion. Such services are to have pre-

approval from the Director and/or their designee. Examples include the rental of vehicles and administrative assistant labor.

#### 14) PAYROLL RECORDS

- a) Contractor(s) shall maintain and make available to City all records pertaining to billable hours to the City, including payroll documents for each event detailing the employee, their position, check in time, check out time, hours worked, and wages paid. These records shall be submitted with all billing to the City.

#### 15) EVENT AND FACILITY INCIDENT REPORTS

- a) Contractor(s) shall provide reports, in a form directed by or approved by the City, on all incidents involving patrons or employees that occur during events. This will include but is not limited to injuries, illnesses, police actions, security incidents, theft, damage, and evictions. Reports are to be submitted to City immediately following each event.
- b) In addition, Contractor(s) shall submit reports on any incidents, injuries, illnesses that occur in or around City facilities that are continual service, i.e. Daily Activity Reports.
- c) All reports are to conform to a format desired by the City and shall be submitted to the location and within the time required by the City, which may include submitting reports within one (1) hour after the incident requiring the report.

#### 16) STAFFING PLAN/STAFFING REQUEST(S)

- a) City will provide Contractor(s) information on upcoming events as it becomes available. Contractor(s) shall prepare and submit to City a staffing request for each event. Staffing requests are to be in a format authorized by City and are to include at minimum:
  - i) For an event:
    - (1) Name(s) of employees staffing the event
    - (2) Date of the event
    - (3) Start and end times for employees
    - (4) Door times(s)
    - (5) Sub-totals for the event
  - ii) For each position per event:
    - (1) Name and type of position
    - (2) Start time
    - (3) End time
    - (4) Estimated service hours

- (5) Applicable pay rate
- (6) Sub-totals of labor cost by employee

- b) City shall approve all service requests in advance. Staffing requests shall be submitted in a timely manner (no less than seven (7) business days prior to Contractor's scheduling period) in order for the City to review/approve; City's response communication will be generally no less than 24 hours prior to Contractor's scheduling period. Contractor(s) acknowledge(s) staffing requirements may deviate on short notice and the Contractor(s) shall be expected to accommodate required adjustments. If Contractor(s) cannot fulfill any staffing requests, the City may use whatever means necessary to accommodate the needs of an event. The City may authorize alternative scheduling procedures based on operational needs such as standard staffing plans based on types and sizes of shows.
- c) City will have final authority on when Contractor's employees shall be released from duty. Contractor(s) will ensure only authorized employees enter facilities and sign-in and out for all events.

#### 17) SUBCONTRACTORS

- a) The use of any Subcontractors employed by the Contractor(s) to provide the services described in this agreement shall only be allowed by the pre-approval of the City. Contractor(s) is to demonstrate that the Subcontractors have sufficient training to accomplish the mission of Contractor(s). If a Subcontractor is utilized, Contractor(s) shall retain all obligations associated with this agreement including remuneration for the services provided, where the City shall pay the agreed wage plus markup billing rate.

#### 18) REQUIRED PERSONNEL

The Contractor shall provide the following required staffing positions:

- a) Onsite General Manager
- b) Onsite Event Director(s) (In-house and Traffic Control)
- c) Supervisors (In-house and Traffic Control)
- d) Event Staff (Events Related)
- e) Ushers/Attendants
- f) Ticket Takers
- g) Base Operator
- h) Administrative Assistant
- i) Cashier
- j) Sellers
- k) Parking Supervisors
- l) Flaggers
- m) Drivers
- n) Miscellaneous - Other positions may be added as needed by written agreement between the City and Contractor(s) specifying the job descriptions and duties.

In the event the Contractor uses different titles or position designations the Contractor shall notify DAV of the equivalent title/position designation and applicable wage rate.

For billing purposes, the wages as approved by the City shall be used in determining amounts owed Contractor(s) according to payment terms in this agreement. Contractor(s) may choose to pay an employee a higher rate at their own discretion and at their own expense.

#### 19) POSITION DESCRIPTIONS

Event related staffing, including crowd control, security, and parking personnel shall be defined as, but not limited to, the following positions or equivalents:

##### a) GENERAL MANAGER

Contractor(s) shall employ a General Manager(s) and/or alternate who shall have previous experience in this industry and who is acceptable to the City. Multiple General Managers may be required if the Contractor provides services at multiple locations. The General Manager(s) shall be responsible for the entire event staffing operation, including traffic control operations and crowd management operations, and is to have the full authority that the position requires.

In addition, the Contractor shall ensure:

- i) The General Manager(s) and/or alternate contact are to be available at the times and days specified by the City and shall be available twenty-four (24) hours per day via cell phone, or other suitable means.
- ii) The General Manager(s) shall attend any and all meetings as requested by the City and be the main contact for all matters concerning the scheduling and direction of employees under this contract. The General Manager(s) is to assure that all Contractor(s) personnel are properly trained, attired, equipped, and prepared for event(s) service(s).
- iii) The General Manager shall possess the necessary skills to communicate effectively with representatives from the City.
- iv) General Manager(s) hours are not billable and must be covered through markup by the Contractor.
- v) There shall be no confusion over the fact that the City is the customer and, as such, the General Manager(s) shall communicate this relationship during all training sessions and require all employees to work under this relationship structure accordingly.

##### b) EVENT DIRECTOR (IN-HOUSE/TRAFFIC CONTROL)

The Event Director shall be fully competent in the direction, operation and management of all

events. Likewise, he/she shall exhibit professionalism, and shall be fully responsible for all staff during events and as such should be fully knowledgeable of all industry standards as well as City and facility policies and procedures.

- i) When events occur at the Denver Coliseum and Red Rocks Amphitheatre on the same day, each facility shall have its own Event Director. Event Directors shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor(s), in writing, that an Event Director and/or alternate are unsatisfactory, Contractor(s) shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. Event Directors shall ensure that the highest level of customer service is achieved during all events.
  - ii) When events occur at the Arts Complex on the same day, a single Event Director with supervisors at each facility is sufficient. The Event Director shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor(s), in writing, that an Event Director and/or alternate are unsatisfactory, Contractor(s) shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. The Event Director shall ensure that the highest level of customer service is achieved during all events.
  - iii) When events occur at the McNichols Civic Center, Loretto Heights, and/or Off Campus on the same day, each facility shall have its own Event Director. Event Directors shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor(s), in writing, that an Event Director and/or alternate are unsatisfactory, Contractor(s) shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. Event Directors shall ensure that the highest level of customer service is achieved during all events.
- c) SUPERVISOR (IN-HOUSE AND TRAFFIC CONTROL)
- i) Supervisors shall be specially trained and qualified to deal with employee issues, public relations, patrons, promoters, tenants, and City staff. Contractor(s) and City will agree on levels of supervision for each event. Supervisors are to oversee a team of employees and be able to provide appropriate direction and leadership. Additionally, the supervisor is to record and provide reports as further provided herein (see Section E).
- d) EVENT STAFF (EVENTS RELATED)

Event Staff personnel are responsible for, but not limited to, usher services, including ticket taking, program distribution, and directing patrons, providing peer group crowd control, direction and security enforcement of facility rules and regulations and tenant contract requirements. Event Staff personnel may be called upon to assist with emergency response and/or evacuation, perform first aid, CPR, and AED response (to the extent legally possible), and conduct pre-

entrance door inspection of staff and ticket holders as requested by City; including but not limited to checking for cans, bottles, fireworks, weapons (e.g. guns, knives), cameras, and sound and/or video recording equipment.

Event Staff are required to use designated equipment such as magnetometers, hand wands or other detection equipment in the execution of their duties, as well as ticket taking scanners. Event Staff personnel will secure backstage areas and any other areas as needed, from unauthorized entry (for stage and artist protection). They will also monitor and check facility equipment and supplies including event (Artist and Promoter) specific equipment when requested. Event Staff may be required to operate indoors or outdoors, including parking lots. This may include but is not limited to security, guest relations, and roam/response team positions.

- i) Security: These positions provide general screening of patrons, provide directions to patrons, and handle inspections as necessary. This may also include provision of general venue security services on an as needed basis that may include site walks, building walk throughs, monitoring security feeds and monitoring the facility for risks. This may include the use of magnetometers, bag probes, hand wands or other types of devices. These positions are ambassadors for the agency and expected to conduct themselves in that manner since they are highly visible and are the first to interact with the public.
- ii) Guest Relations: These positions provide specialized patron services above and beyond normal usher/attendant duties. This may include special accommodations based on patron needs.
- iii) Roam/Response Team: These positions provide response to higher level security issues when required. This may include intervention and removal of patrons due to inappropriate behavior. This position is differentiated from normal security staff by advanced training and experience in dealing highly challenging situations that may include the need for law enforcement.

e) USHERS/ATTENDANTS

Ushers/Attendants duties include, but are not limited to, assisting patrons by providing directional guidance between building entry points and seating area or other patron facilities and areas, and checking tickets and either directing or escorting patrons to their proper seats.

Ushers/Attendants shall:

- i) Work to prevent patrons with lower price tickets from occupying higher price/reserved ticket areas.
- ii) Check exit doors for unauthorized entry.
- iii) When necessary, assist paramedics and firemen in emergency first aid to the extent legally possible.
- iv) Assist with emergency evacuation procedures.



v) Set and strike chairs for events (including chalking chairs as necessary).

f) TICKET TAKERS

Ticket Taker personnel should be capable of scanning tickets (as required) or collect, verify and tear hard tickets. They are to prevent unauthorized entry into building, obtain accurate ticket counts by hand or using mechanical or electronic counting devices, perform visual check of patrons entering for contraband items and preventing patron re-entry on a ticket stub without proper authorization. The staffing ratio for Ticket Takers should be approximately 1 per 500 patrons.

g) BASE OPERATOR

For Red Rocks and the Coliseum only, one (1) Base Operator is required per event, or as requested by the City. The Base Operator is to facilitate system-wide communications for standard and emergency operations. This individual will follow radio policies and procedures set by the City, will answer City phones, provide event information, be capable of coordinating emergency situations, signing in/out keys, radios and materials, ensure lost and found check in and out and any other duties requested by the City to maintain facility operations.

Base Operators will be based in the City Facility Event Office or area as designated by the City. This position requires a proficient person capable of handling many tasks at one time; they must be personable, and customer focused as they are a prime contact for promoters, tenants, facility personnel, City dignitaries and the general public. The City reserves the right to require reassignment of incompetent or disruptive employees. Contractor(s) must have a minimum and adequate number of people trained and able to operate the Base position at the City's reasonable discretion.

h) ADMINISTRATIVE ASSISTANT

The City has the discretion to request an Administrative Assistant. The scheduled days/ hours for this position will be set by the City. This person is to be paid benefits in accordance with the terms stated within this proposal. In order to receive benefits, the Administrative Assistant shall work 40 hours per week and must work for 30 days before receiving benefits. A person temporarily filling in for the Administrative Assistant is not eligible for benefits. One Administrative Assistant may be required per contract with approval of Director or designee.

i) CASHIER

A cashier shall issue parking tickets and collect: all monies, appropriate coupons, and unused parking tickets from parking ticket Sellers. The Cashier is responsible for determining, documenting and reporting the amount of cash (personal) each seller has on his/her person upon their arrival at the event site and/or prior to the commencement of the seller's duties. Documentation of the seller's personal cash is to be made on the sign-in/sign-out sheet for each

event. The Cashier is also responsible for determining at the time the seller signs-out the amount of cash (personal) he/she has on their person and same shall be documented on the sign-in/sign-out sheet for each event. The Cashier in conjunction with the Traffic Control Event Director are to reconcile beginning and ending personal dollar amount discrepancies and shall take all necessary and acceptable steps to prevent theft. This will include: pre--event audits of employee's personal cash, spot audits, secret shoppers, etc. Depending on the event, the Traffic Control Event Director may also act as the Cashier. The contractor is required to provide post event sales reports to the City (in a format approved by the city) for all events that collect payment at the parking lots. This includes cash and credit card or other electronic transactions.

j) SELLERS

Sellers shall be competent in the handling of sales transactions of cash, credit card or electronic methods and audited parking tickets, the placement of same ticket in patron's vehicle, and dealing with patrons in an appropriate manner. It is a specific requirement that each Seller shall agree to disclose to the Cashier and/or the Traffic Control Event Director and/or any authorized Contractor(s) or City official all personal cash they have arrived with at the event site (or at the time of a spot audit) and, further, to disclose to the Cashier and/or Event Director and/or any authorized Contractor(s) or City official all personal cash they have on their person at the time of their sign-out or spot audit.

Sellers shall not be teamed up with the same person on a continual basis nor shall sellers be consistently assigned to the same lot. Rather, Sellers will be rotated nightly (for multi-day events) or by event (for single day events) both in the lots they are assigned to and the personnel they are teamed up with. Sellers must have as part of their uniform identification and notification that informs patrons to be sure to receive a parking ticket and the parking price.

k) TRAFFIC CONTROL SUPERVISORS

Traffic Control Supervisors shall be in constant contact with the Base Station and Traffic Control Event Director. They must be able to render immediate assistance to patrons and their vehicles. They may be utilized as security at any of the venues or between two or more facilities. Roving vehicle must be on-site and patrolling until all patron vehicles are off the premises (excluding breakdowns, etc.). Traffic Control Supervisors may be assigned a given gate, lot or area. He/she shall be in charge of assigned employees in a general area maintaining proper placement of Flaggers, Sellers etc. and will advise the Traffic Control Event Director if a lot is full or if any other changes or adjustments are needed.

Roving Traffic Control Supervisors are responsible for spot audits of Sellers for each event. The City determines percentage of Sellers to be audited per event; 100% of the Sellers may be audited. A spot audit shall consist of replacing the Seller with the Supervisor and physically reconciling the Seller's cash (both personal cash and cash received from the sale of tickets) compared to the tickets sold. Any discrepancy resulting from the spot audit shall be cause to replace the Seller with another. Documentation of spot audits shall be required and may either appear on the sign-

in/sign-out sheet for Sellers or may constitute a separate document to be presented to the City with the sign-in/sign-out worksheet.

**l) FLAGGERS/CERTIFIED FLAGGERS**

- i) Flaggers shall direct traffic and vehicles within designated areas. Contractor(s) shall issue each Flagger a 400 Sq. Inch (20" x 20") flag for daytime use and a lighted wand for night time use. Certified Flaggers shall have ATSSA (American Traffic Safety Services Association) certification. Certified Flaggers must be able to direct traffic on public right-of-way.

**20) RECEIPTING REQUIREMENTS:**

**a) PURPOSE**

The purpose of these requirements is to provide direction to City departments and potential vendors concerning payment receipting and cash management practices in order to maintain compliance with the City's Charter, Revised Municipal Code and Department of Finance requirements. These requirements are used for, but not limited to, development of Request for Proposals, implementation or modification of systems involving receipt or deposit of payments, and development or modification of City cash handling practices.

**i) AUTHORITY**

- City Charter Article II – Mayor and Executive Departments, Part 5 – Finance, §2.53 and §2.54
- Revised Municipal Code – Chapter 20 – Finance, Article III – Disposition of Funds, Division 2 – Handling of Receipts and Procedures for Making Refunds, Section 36 and 38

Any implementation or process involving payment, receipt, cash handling or banking of City funds (as defined by Denver Revised Municipal Code 20-36) shall be approved by and coordinated directly with the City's Cash Management Section within the Department of Finance's Cash and Capital Funding Division. The Department of Finance has the authority to establish what forms of payment the City accepts and what mechanisms and accounts are used to process and deposit payments.

**ii) REQUIREMENTS**

- (1) Funds (as defined by Denver Revised Municipal Code 20-36) gross of any fees are the property of the City and shall settle directly to a City-owned bank account.
- (2) Funds shall be deposited daily by either electronic or physical delivery into a City-owned bank account. Any third-party service handling funds for transport to the bank shall be bonded; the City's preferred method for physical bank delivery is via armored courier.

- (3) Credit card payments shall be processed through a City-owned Merchant Identification code (MID) issued by the Cash Management Section under the existing merchant services agreement managed therein. Any third-party system integrations shall certify to process with the City's existing merchant services provider prior to implementation.
- (4) Systems, payment architecture and procedures implemented shall be currently certified Payment Card Industry Data Security Standard (PCI DSS) compliant, be reviewed and approved by the Cash Management Section and City's Data Security Team and/or identified as out of scope by the City's Data Security Team prior to selection or implementation.
- (5) Systems, payment architecture and procedures shall comply with the National Automated Clearing House Association (NACHA) and applicable rules and regulations surrounding Fedwires when processing electronic funds transfers. ACH and/or Wire payment mechanisms shall be reviewed and approved by the Cash Management Section prior to implementation.
- (6) Any additional payment, receipt, cash handling or banking products or services such as lockbox, online services, point-of-sale or other receipting or transfer mechanisms shall operate using the City's currently contracted providers as overseen by the Cash Management Section. If a business need cannot be met with currently contracted providers, the proposed solution and processing structure shall be reviewed and approved by the Cash Management Section.
- (7) If a third-party is involved in the payment, receipting, cash handling or banking process, the initiating City department or designee shall coordinate the structure, process and implementation with the Cash Management Section and the third-party. All payment, receipting, cash handling or banking structures and processes shall be reviewed and approved by the Cash Management Section prior to selection and implementation. The City's Department of Finance has final approval of all payment, receipting, cash handling or banking structures and processes.

**iii) POLICIES AND PROCEDURES**

- Fiscal Accountability Rule 3.3 – Change Funds and associated procedures and forms.
  - Fiscal Accountability Rule 3.4 – Receipts and Deposits and associated procedures and forms.
- (1) NOTE: Contractor shall provide employees or subcontracted employees who can provide cashiering and cash handling services. While these duties primarily occur as a part of parking services, on occasion they occur at other locations. Equipment such as mobile credit card machines and bank bags are provided by DAV.

**21) SHUTTLE SERVICES**

a) OVERVIEW

As part of the traffic management operations, the Contractor will provide and oversee shuttle service during events at Red Rocks Amphitheatre and the Denver Coliseum and other locations as requested.

i) Red Rocks Amphitheatre: Contractor shall run continuous service through the park assisting any employees, guests or patrons seeking transportation from the parking lots to the amphitheatre at no charge. This service is generally limited to transportation prior to the event but not at the conclusion of the event. The management of Red Rocks Amphitheatre shall determine the route driven by the shuttles. The objective of this service is to provide exceptional transportation service to employees, guests and customers of the amphitheatre. Drivers are not permitted to solicit tips, nor may they accept tips. This service may be self-performed or sub-contracted.

(1) Amphitheatre management shall determine the days and hours of service, as well as the  
(2) number and type of vehicles the successful proposer shall provide at any of these events.

(3) These schedules shall be issued to the contractor as soon as possible but should be no later than 1 week prior to an event. On occasion event times and schedules are subject to change at the last minute.

ii) Other Locations: Shuttle services will be requested on an as needed basis by management.

b) EVENT COVERAGE

i) The contractor is expected to cover all scheduled hours.

(1) Red Rocks Amphitheatre: Drivers shall get proper authorization before vehicles and drivers depart from the park and Amphitheatre.

(2) Other Locations: Drivers shall arrive at expected locations and depart on schedule making multiple trips as necessary.

c) COMMUNICATION

i) Red Rocks Amphitheatre: While on duty within the park, drivers shall use designated radios to communicate with designated personnel. Radios shall be provided to the Contractor by the venue per the terms of this contract.

ii) Other Locations: Industry standard communications policies and practices apply.

d) TYPES OF VEHICLES

i) Red Rocks Amphitheatre: Vehicles must be late model, and the Contractor and city will mutually agree on the size and types of vehicles to be used which may include:

- 14 person vans

- 24 person mini buses/people movers
- Trams (possibly electric)

(1) All vehicles provided by contractor must be able to negotiate the steep and challenging terrain of the Red Rocks venue, where grades in some areas may be as steep as 20%.

(2) City reserves the right to reject any of contractor's vehicles deemed insufficient by the City.

ii) Other Locations: Late model industry standard vehicles appropriate to the expected number of persons such as vans, minivans, SUV's or mini buses are expected.

e) VEHICLE IDENTIFICATION DETAILS

i) Red Rocks Amphitheatre: Contractor's vehicles, while on the job at Red Rocks, shall be easily identified as the Red Rocks Free Shuttle. All identification/signage shall be approved by Amphitheatre management. Estimated number of events and hours of service for Red Rocks for a typical summer season:

- Approximately 100 events
- Approximately 1500 hours

ii) Other Locations: No identification is necessary. All signage must be approved by facility management.

f) DRIVERS

Diver's must be properly licensed and have an accident-free record for the prior 24 months. Drivers must be properly background checked. All drivers must be trained to drive shuttles and possess CDL licenses, if required. Drivers must also have a recent background check and documentation must be submitted to the city

g) SUBCONTRACTING

If subcontracting these services, the Contractor(s) shall make best efforts to secure the best pricing from a professional transportation company by securing at least 3 bids from qualified Subcontractors. The City shall retain final approval on company.

h) BILLING

Billing for shuttle services must be invoiced separately from other service invoices. Sufficient information must be included in the invoice including dates and times of services, total working hours, and event or program names if applicable. Contractor(s) shall bill direct costs plus an administrative fee if self-performing shuttle services or provide an invoice and include a copy of the invoice from a transportation company if subcontracting.

## 22) ON-SITE EMERGENCY TOWING AND SERVICE

Contractor(s) shall provide an on-site tow-truck for certain events when requested by the City. It shall be expressly understood the Contractor(s) shall provide these services only as needed and at the request of the on-site City representative. The public shall not be charged by Contractor(s) for any of these services rendered while on City property. This service may be provided through a Subcontractor, however, proof and compliance by the Subcontractor with all applicable laws, licensing, adequate insurance (including on-hook tow coverage) shall be provided to the City prior to authorization to utilize such an arrangement. This towing service will not duplicate or interfere with the City Towing Service Contract which interacts with the Denver Police Department.

Tow service provided is to be limited to jump starts, tire inflation, incidental courtesy assistance to drivers, and short tows which are not pursuant to ordinance violations and/or to incidents where a police officer issues a citation. Tow services are primarily used at Red Rocks and includes relocating vehicles that are incorrectly parked. Contractor(s) shall make best efforts to secure the best pricing from a tow company by securing at least 3 bids from qualified Contractors. The City shall make any final approval on the tow company. Contractor(s) shall include the tow services on their billing as a direct cost and include a copy of the invoice from the tow company.

## 23) HUMAN RESOURCES / RECRUITMENT

Contractor(s) shall be responsible for recruiting and hiring personnel. Contractor(s) shall utilize hiring practices consistent with all federal, state and local regulations including employment practices under the Americans with Disabilities Act (ADA) as amended. The Contractor(s) shall use generally accepted practices to be an equal opportunity employer. The acknowledges the Contractor's employees are employees of Contractor(s) and not the City.

- a) If at any time City feels that an employee is not satisfactory, City shall notify Contractor(s) verbally and in writing. ~~Contractor(s) shall attempt to promptly correct employee's conduct to the satisfaction of the City.~~ If employee continues with unsatisfactory conduct, Contractor(s) shall cease using the employee at City facilities. If employees conduct is egregious, the Contractor(s) shall remove employee immediately from City premises.

## 24) EMPLOYEE APPEARANCE AND CONDUCT

Contractor(s) shall ensure all employees comply with agreed upon dress code standards related to appearance and required uniform while performing Event Staffing and Personnel Services under the contract. Contractor(s) must provide all employees with approved ID Badges to be worn at all times while on/in City facilities. The dress code is to be agreed upon by Contractor(s) and the City, with the City having final approval. Contractor's employees will conduct themselves professionally at all times; this includes, but is not limited to, refraining from seeking autographs and accepting cash or other favors for access to the facilities. Contractor(s) shall be financially responsible for any damage caused to City property or personnel by Contractor(s) and/or Sub-Contractor's employees.

- a) The event parking personnel are to wear the specified uniform plus appropriate safety vest, flashlights, flags, and advertisement to tell patrons the parking price and to obtain a ticket. Parking prices can be displayed on other approved signage or means approved by the City.

#### 25) CONTRACTOR'S EMPLOYEE PARKING

The City may provide parking, at no charge, to Contractor's employees when all available parking is not required for the event patrons. Assignment of lot and number of spaces will be at the discretion of the City.

Parking is not provided at the Arts Complex and may be limited or unavailable depending on event size at the McNichols Civic Center Building.

#### 26) TICKET COUNTS

Contractor(s) shall verify, tear or scan, and count all tickets to events at the facilities and report the count to the City. The City shall instruct Contractor(s) on the requirements for the ticket count for each event.

#### 27) SEARCHES

As part of the required services, Contractor(s) will routinely conduct searches at the entrance points to the facilities. These searches are conducted to prevent contraband from entering the buildings that may cause damage or harm to the facility or its occupants. The method of searching may vary from show to show, from bag searches, to pat downs, to magnetic wands or other require means such as walk through magnetometers or other detection systems. In the case of pat downs, Contractor(s) shall ensure that female patrons are searched by female staff. The City shall determine what items are and are not allowed into the venues and has final determination on the level of searches required by the Contractor(s) and their staff.

#### 28) EQUIPMENT

The following sections indicate what equipment is to be provided by the City, by Contractor(s) at Contractor's cost, and by Contractor(s) and reimbursed by the City.

##### a) CITY PROVIDED EQUIPMENT

The City shall furnish the following to Contractor(s) for use during the term of the Contract. Contractor(s) shall be responsible for the care, maintenance and repair of these items while in their control and possession during the course of this contract.

- i) Radios - The City shall supply an inventory of radios compatible with the City system. The radios shall be assigned to Contractor(s) and Contractor(s) shall be responsible for any



damage, theft or loss of the assigned radios. The City shall not be obligated to provide more radios than they have available. Radio types may vary from facility to facility.

- ii) Uniform Shirts/Jackets - At its discretion, the City may supply uniform shirts or jackets to Contractor(s) for use during this contract. Contractor(s) shall wash, dry, distribute, collect, make any needed repairs, or replace any damaged or lost uniforms during the course of this contract. Contractor(s) shall not be responsible for normal wear and tear of the uniforms. The intent of City provided uniforms is to project a specific look and feel to the staff working at the facilities. The City reserves the right to determine the required uniform for all positions provided by Contractor(s). The City may require Contractor's personnel to wear business attire (suit pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions. The City also reserves the right to adorn City provided uniforms with whatever markings they see fit. If the City does not provide uniforms, they may still require certain generic uniforms to be worn by Contractor's personnel while on duty for the City (i.e. white shirts, black pants, etc.). The City may allow, at their discretion, Contractor's personnel to wear Contractor's shirts with Contractor's logo.
- iii) Traffic Cones - the City shall provide an inventory of traffic cones. Contractor(s) will be responsible to place, use and put away the traffic cones as needed. If traffic cones are lost or damaged because of Contractor's actions, Contractor(s) shall be responsible to replace the cones.
- iv) Keys - the City shall assign keys to Contractor(s) as needed to allow appropriate access to facilities. Due to security reasons, if any keys are lost, Contractor(s) will be responsible for the cost of re-keying all affected locks.
- v) Ticket Scanners – Contractor(s) may/will be required to use any applicable ticket scanners provided by the City or the City's ticketing Contractor(s) OR a tenant of one the City's facilities and shall be responsible for any damage that occurs as a result of the Contractor's use of the scanners.
- vi) Contraband Detection Systems – the City at their discretion may provide hand wands, magnetometers or other detection systems used for detecting contraband that may be attempted to be brought into the venues by staff, patrons, production personnel, performers or other people attempting to enter the venues.

b) CONTRACTOR(S) PROVIDED EQUIPMENT (included in markup)

The Contractor(s) shall furnish the following to its employees for use during the term of the Contract. Contractor(s) shall be responsible for the care, maintenance, and repair of these items. These items are furnished at the cost of the Contractor(s); the equipment costs are considered included in the mark-up.

- i) Vests for parking personnel

- ii) Flags for parking personnel
- iii) Flashlights for staff
- iv) Bag Probes
- v) Hand stamps/ink pads as needed
- vi) Hand counters as needed
- vii) Ticket counting equipment as needed
- viii) Any and all equipment necessary for their administrative operation
- ix) Business attire (business pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions through the City.

c) CONTRACTOR-PROVIDED EQUIPMENT (reimbursable by City)

The following items shall be charged to the City at a unit price comparable to the competitive market and any durable goods will become the property of the City:

- i) Additional radios as needed and approved by the City
- ii) Wristbands for authorized personnel
- iii) Magnetic wands as requested and approved by the City

d) B.32.d CONTRACTOR-PROVIDED VEHICLE(S) (NON-SHUTTLE SERVICES)

Contractor(s) shall furnish vehicle(s) necessary to perform the required functions of this contract as it relates to traffic control operations at the facilities. The vehicle must be at least a medium sized (1/2 Ton F-150, GM 1500), white pick-up truck with a flashing light attached to the roof in good working order capable of performing the assigned duties without undue breakdowns. Vehicles will have appropriate emergency equipment on-board at all times, such as jumper cables (portable jump starters), tire inflaters, flashlights, flares or safety reflectors and a fire extinguisher. The operator of the vehicles must be able to render assistance at all times while on duty at the Facilities. The City reserves the right to have facility identification applied to vehicle in the form of a magnet or other removable signage.

The vehicle shall be a late model vehicle manufactured in or after 2020 or as approved by City. There shall be at least one (1) vehicle at each event at each facility (as requested by City), with the possibility of more vehicles required. The environment in and around Red Rocks poses multiple challenges and the City requires two (2) vehicles to adequately manage the parking operation. At the request of the City, Contractor(s) may be required to supply a second vehicle that meets the criteria herein and bill the City the applicable day rate. Contractor(s) shall be responsible for all operations of the vehicles, inclusive of all mileage, fuel and maintenance. There shall be two (2) pricing levels for supplying vehicles as detailed in Exhibit 8. The City, at its discretion, may request the Contractor(s) to provide alternative vehicles that can be used to patrol the grounds at its facilities. The City and Contractor(s) shall mutually agree upon the additional vehicles and their cost.

29) TRAFFIC CONTROL OPERATIONS

Contractor(s) shall provide all labor to conduct traffic control operations at the Facilities as requested by the City for Red Rocks and the Coliseum and other facilities as requested. Some events require

parking tickets to be sold and other events do not. In the case that parking tickets are sold, City may require the Contractor(s) to conduct and report a pre-event audit of all vehicles present in the lots prior to event, or at the time parking lots are secured for an event.

- a) It shall be the responsibility of the Contractor(s) to account for all tickets rendered by the City. Contractor(s) shall make deposits according to the terms set forth herein. Contractor(s) shall submit cash handling procedures to the City that shall satisfactorily ensure that all monies they collect are safely deposited into the City's specified bank account. Contractor(s) may hire an armored service to have deposits picked up. The armored service shall supply Contractor(s) with receipt verifying date and time of pick up or make deposit directly with the bank and receiving a receipt from the bank verifying the deposit and the amount. Contractor(s) shall pay for any loss or unaccounted tickets. When parking lots are audited, Contractor(s) shall pay for any shortage (difference) between the tickets sold and the actual number of vehicles present, excluding those vehicles audited at the pre-event count or passes given to promoters of said event by the City.
- b) Contractor(s) shall collect and count all parking ticket monies, coupons, tickets and/or passes during events. Contractor(s) shall provide a signed statement to the City after each event consisting of event name, date, parking tickets issued and sold per gate, total dollars collected at each ticket price collected, and grand total. In addition, Contractor(s) shall provide documentation of personal cash carried by Sellers prior to and following each event and the results of any on-site spot audits of Sellers by the roving vehicle Traffic Control Supervisor.
- c) Contractor(s) shall be responsible for conspicuously posting applicable parking fee signs at each point of sale and each Seller shall display the applicable parking fee. Contractor(s) shall display and remove all signage dictated by the City. Said signage must meet City's approval and shall be easily readable by users of the City's facilities. Contractor(s) shall be responsible for placement and the removal of fee signs, portable sign, cones or any other equipment needed for the event. Contractor(s) shall be responsible for the opening, closing and locking of entry gates and for turning on and off designated lights at appropriate times before, after and during the event.
- d) When applicable, the City shall provide Contractor(s) with the necessary parking tickets to sell to patrons. Tickets will not come from any other source. Contractor(s) shall assure compliance with the "Parking Lot Ticket Coupon Policy" to be issued upon award.
- e) Each Facility has unique parking policies and procedures that change from time to time and Contractor(s) shall assist and comply with developing and implementing these policies and procedures, as they exist or as modified and approved by the City. Each facility and events have their own unique needs. In general, Contractor(s) shall be responsible for the collection of the parking fees, directing traffic flow, controlling ingress and egress and to keep congestion and back-up to a minimum. Contractor(s) shall be responsible for set-up of temporary barricades, cones and other devices when and as needed for event, and to strike same after event is over. Contractor(s) shall temporarily close certain areas and roads as needed, open and close gates as directed, and shall maintain all fire lanes, exits and entrances throughout the event and ensure patrons can leave the facility and parking area at any time during the event.

- f) The Traffic Control Supervisor shall update the City by radio at regular intervals on the over-all traffic and parking operations and immediately of any and all out of the ordinary conditions such as traffic backups or other problems that may have a negative impact on our patrons. Contractor(s) shall check assigned parking area(s) and shall report promptly to the City any of the areas serviced regarding appearance, cleanliness, hazards, maintenance repair, lighting, inappropriate gates locked open or closed, and any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.
- g) The City will provide a safe located at the Coliseum, and it is Contractor's responsibility to change the combination for Contractor's sole use.

### 30) OTHER SPECIFIC REQUIREMENTS

- a) Personnel as specified in this proposal shall not accept tips or collect additional money for any purpose or reason.
- b) Contractor's employees shall report to work ready to assume duty in the uniform and with the equipment required for their position. All Contractor's personnel must be at their post prior to the doors opening to the public and as stated on the personnel request sheet as approved by City. Personnel shall check assigned area for appearance and safety. Pre- and post-event meetings may be conducted at the discretion of the City. Personnel shall not to leave their station or door unless relieved by a supervisor or a relief person. They shall also be responsible to get the public out of the facility after each event, to lock the doors and secure the facility.
- c) The City will notify Contractor(s) whenever anyone on the job, in its opinion, is incompetent or is using profane or abusive language to any person, including a representative of the City on the worksite. That person will be discharged by Contractor's management from the worksite and shall not be re-employed thereon except with the express consent of the City.
- d) Contractor(s) shall report promptly to the City, any irregularities in any of the areas serviced regarding heating and ventilating equipment, lighting, seats, furniture, broken windows or doors, dispensing equipment in restrooms, or any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.

### 31) TRAINING REQUIREMENTS

- a) Contractor(s) shall be responsible for providing competent and trained employees. This shall include general industry knowledge as well as venue specific information and training. The City shall be fully engaged in Contractor's training program.
- b) Records detailing employee training shall be kept in each employee's file and available for review by the City.
- c) All training is at the expense of Contractor(s). Contractor's net percentage mark-up to the City

shall include the cost of program development and paying employees during training, if needed. Contractor(s) shall provide a current copy of all training material as it pertains to the facilities to the City.

- d) Contractor(s) is/are encouraged to train employees in as many different jobs and classifications as is practical. This should lead to more versatility and knowledge for employees. Motivational programs are also encouraged.
- e) The City reserves the right to have a representative attend any training sessions that relate to the execution of this contract.

### **32) TRAINING PROGRAM**

Contractor(s) shall develop at no cost to the City an Informational and Training Program for each facility, which will be provided to all personnel assigned to each facility. This program must demonstrate a detailed and fully developed operational plan for Contractor(s)'s performance and a detailed plan for the ongoing training of Contractor's personnel. This program is to be in place prior to commencement of Event Staffing and Personnel Services.

- a) Contractor's Training Department personnel shall work closely with the City in developing the City authorized training program and reference manuals for their staff. The Training Program may include, but is not limited to, the following:
  - i) Customer Service Curriculum is the highest priority
  - ii) Conduct/Appearance of Contractor's Personnel
  - iii) Crowd psychology and control
  - iv) Limited force patron removal techniques
  - v) Basic grooming, dress code and requirements to meet standards set by the City
  - vi) Recognition of Facility and City Officials
  - vii) Requirements of the Americans with Disabilities Act of 1990 (and any updates such as the 2010 guidelines) - Ability to provide good customer service to guests with disabilities
  - viii) Practice on giving explicit directions, using courteous and tactful words and gestures, maintaining order among patrons, dealing with difficult patrons and guests, handling ticket problem
- b) Operational Procedures
  - i) Emergency procedures (evacuation)
  - ii) Complaint procedures
  - iii) Procedures for transferring people to Denver Police or Paramedics
  - iv) Ticket taking and admission; Handling monies and parking tickets and/or coupons
  - v) Instructions in not clustering in groups to chat, maintaining the station, and enforcing specific facility rules, such as no smoking rules and the Techniques for Effective Alcohol Management

(TEAM) program -[www.teamcoalition.org/about/about.asp](http://www.teamcoalition.org/about/about.asp)

- vi) Safety awareness
  - vii) Knowing where to go for help and what to do in case of accident, sickness, fire, patron ejection, arrest and disturbance
  - viii) Demonstrating the safest way to lead people up and down stairs with and without the benefit of houselights and the proper use of flashlight
  - ix) Instruction in basic first aid, CPR and AED training
  - x) Proper procedure for turning in lost and found items
  - xi) Chalk-marking seat numbers on portable chairs and row numbers on floors
  - xii) Radio procedures and policies
  - xiii) Traffic operations, including the manuals for respective facilities information regarding events
  - xiv) Handling of monies and parking tickets and/or coupons
- c) Report Writing
- i) Report writing for event history, possible witness and testimony, if and as needed, for legal appearance
  - ii) Proper way of completing damage and maintenance reports
  - iii) Incident reports must be filled out by employees anytime an injury or an incident occurs that they are involved in or witness
- d) Facility Orientation
- i) Information on all seating, sections, rows and seat numbers
  - ii) Location of restaurants, restrooms, first aid, security, smoking areas, ticket offices, exits, elevators, phones, security, arena management, janitorial service, etc.
  - iii) Facility facts (history, cost, total seats and parking spaces, routine performance facts, etc.)
  - iv) Information on Box Office hours and location

The enforcement of the above, including City and Agency laws, rules, regulations, policies and ordinances, is the responsibility of the Contractor(s). Failure to enforce or follow these by Contractor personnel will result in a request for the employee to no longer be used at DAV facilities.

Contractor shall develop and provide a reference manual, booklet, or other approved document (including digital tools) easily carried by Contractor's employees while on duty. At a minimum, it will contain information on the venues, standard operating and emergency procedures, and incident reporting.

- e) Equity, Diversity and Inclusion Training
- i) The contractor will report to their Denver Arts & Venues designated representative all customer service and EDI trainings offered to their employees at the beginning of each year. The contractor will report data related to employee participation to their DAV designated

representative on an annual basis. Contractor will commit to employee participation in trainings offered by DAV.

### 33) AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The City requires that all employees under this contract be trained in policies and procedures developed by the City and Contractor(s) in order to provide an enjoyable experience for all City patrons who have mobility impairments or other disabilities. Specifically, the policies and procedures will include, but not be limited to the following subjects:

- a) Treating people with disabilities with courtesy and respect.
- b) How to explain and administer the parking and shuttle system, including but not limited to Accessible Parking Spaces and Van Accessible Parking Spaces, the shuttle system, and the drop off system. (The City employs a Contractor(s) to run an accessible shuttle between the Upper South Lot and the Backstage Lot at Red Rocks).
- c) The steps to be taken to ensure quick passage of the shuttle busses retained by the City to access the backstage road at Red Rocks.
- d) The procedure for arranging for a shuttle bus to pick up a person using a wheelchair during an event at Red Rocks.
- e) The procedure for converting "disability parking only" signs to "unrestricted parking" signs during an event at all applicable City facilities.
- f) The procedure for monitoring the use of the accessible parking spaces at all applicable City facilities and the procedures for ticketing violators during an event.
- g) How to fill out forms necessary to the record keeping regarding the accessible parking at all applicable City facilities.
- h) The location of accessible parking at all applicable City facilities.

## Exhibit B

**SECTION C: PRICING****C.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

**C.2 PRICING INSTRUCTIONS:**

Pricing shall be in the format contained of this Proposal. Do not include cost or price figures anywhere except in the cost and pricing section.

**C.3 PROPOSAL PRICING:**

All net percentage markups are over the actual total hourly wages paid for work under this contract. Percentages entered below shall be firm and fixed for the term of the City Contract and through any optional extensions.

**C.1.a Payroll Taxes**

| <b>TYPE</b>  | <b>PERCENTAGE</b> |
|--|-------------------|
| FICA:  | <u>7.65%</u>      |
| SUI (SUTA)   | <u>0.91%</u>      |
| FUI (FUTA)   | <u>2.94%</u>      |
| Worker's Comp  | <u>4.00%</u>      |
| <b>Net Total Percentage Markup for Payroll Taxes, etc.: (Sum of four rows above)</b> | <u>15.50%</u>     |



**C.1.b Total Mark Up Percentage All Other Costs**

| <b>TYPE</b>   | <b>PERCENTAGE</b>    |
|---|----------------------|
| Recruitment/Training  | <u>7.10%</u>         |
| Contractor(s)-provided equipment  | <u>1.00%</u>         |
| Administrative Support  | <u>9.00%</u>         |
| Payroll admin/Living /Wage admin  | <u>8.50%</u>         |
| Other Overhead  | <u>18.45%</u>        |
| Profit  | <u>8.00%</u>         |
| Bonding costs   | <u>0.40%</u>         |
| Insurance   | <u>6.00%</u>         |
| <b>Net Total Percentage Markup all other costs:<br/>(Sum of eight rows Above)</b> | <u><b>58.45%</b></u> |

**C.1.c Grand Total**

|  |
|--|
| <b>Percentage Mark-up over actual Wage Rates<br/>Sum of C.3.a and C.3.b Totals Above</b> |
|--|

|                      |
|----------------------|
| <u><b>73.95%</b></u> |
|----------------------|

NOTE: Proposing Contractor(s) may be required in the evaluation process to provide additional information related to the above mark-up and individual components.

**C.1.d Markup Percentage for non-Event Related Services**

|   |
|---|
| Pricing for positions not directly tied to an event(s) will be charged a <b>28%</b> markup fee. This includes services provided by Argus that are not event related and are mutually agreeable by the City and Argus. By way of example, these services have included administrative assistants at the Denver Coliseum and rock scaling at Red Rocks. |
|---|

**C.1.e Vehicle Rates (For Bid Item 1):**

Note: All Price Proposals must include Vehicle Rates.

|   |                            |
|---|----------------------------|
| Price per month for one (1) each vehicle to be provided by the Contractor(s) if required by the City. Late model (preferably mid-sized, white pickup with flashing light) in good and reliable condition.   | \$ <u>600.00</u> per month |
| Price per day, 24-hour period, for an additional vehicle, as required, for various events. (Preferably mid-sized, white pickup with flashing light) in good and reliable condition. Estimated number of occasions for this additional vehicle would be 100 events per year. | \$ <u>82.50</u> per day    |

**C.1.f Vehicle Rates (For Bid Item 2):**

|  |                |
|--|----------------|
| Percentage markup for administrative costs over <b>actual</b> rental costs. Van or minibus supplied by transportation company is preferred form of transportation. | <u>10.00</u> % |
|--|----------------|

**C.1.g Vehicle Rates (For Bid Item 3):**

|  |                |
|--|----------------|
| Percentage markup for administrative costs over <b>actual</b> rental costs. Van or minibus supplied by transportation company is preferred form of transportation. | <u>10.00</u> % |
|--|----------------|

**Sections C.1.a-g are completed for:**

Bid Item 1 (Red Rocks Amphitheatre and Denver Coliseum)

Bid Item 2 (Denver Performing Arts Complex)

Bid Item 3 (McNichols Civic Center Building, Loretto Heights)

All - Bid Items 1, 2 and 3

Note: Proposers may choose to bid on the scope of work that includes Red Rocks Amphitheatre and the Denver Coliseum (Bid Item 1); the Denver Performing Arts Complex (Bid Item 2); the McNichols Building, Loretto Heights and work conducted off of Arts & Venues properties (Bid Item 3), or may choose to bid on all items combined.

