

## A G R E E M E N T

**THIS AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COMPASS GROUP USA, INC.**, a Delaware Corporation qualified to conduct business in the State of Colorado, **BY AND THROUGH ITS CANTEEN VENDING SERVICES DIVISION** whose address is 2400 Yorkmont Road, Charlotte, NC 28217 (the “Contractor” or “Vendor”).

### R E C I T A L S

**A.** Contractor has submitted a proposal in response to a request for proposals issued by the City, for the exclusive right to provide beverage and snack vending products in certain City facilities as further described herein.

**B.** Contractor is experienced in installing, operating, servicing, and maintaining equipment for dispensing beverage and snack products, and the City has determined that Contractor is responsible and that is in the best interest of the City to contract with the Contractor to provide for services for the sale of beverage and snack products.

**C.** The parties desire to confirm the terms and conditions under which the City will contract with the Contractor to install, operate, service, and maintain equipment dispensing beverage and snack products.

**NOW THEREFORE**, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

**1. COORDINATION AND LIAISON:** The City’s Manager of General Services (“Manager”) is the City’s representative responsible for authorizing and approving the services provided under this Agreement. The Manager hereby designates the City’s Division of Public Office Buildings (“Director”), as the Manager’s authorized representative under this Agreement and for the purpose of designating a Project Manager (“Project Manager”). The Contractor shall fully coordinate all services under the Agreement with the Director or, if and as directed, with any designated Project Manager.

**2. SERVICES TO BE PERFORMED:**

a. Contractor shall have the exclusive right to install vending machines at the specific locations and in the numbers set forth in **Exhibit A** attached hereto and incorporated herein (“Vending Machines” or “Equipment”). Deviations from the list of approved Vending Machines, including without limitation the addition of new locations or new machines

at existing locations, shall be approved in writing by the Director. The Vending Machines shall be installed and operated in accordance with the Scope of Work attached hereto and incorporated herein at **Exhibit A**. Contractor shall not charge the City for the adding and removal of any vending machines under this Agreement.

b. Contractor shall during the term hereof and at no cost to the City, repair, maintain, and replace, if necessary, the Vending Machines, any additional equipment determined by the parties to be installed at other locations within the City, and any additional equipment hereafter installed by Contractor to replace defective or worn out Vending Machines.

c. Contractor shall be solely responsible for maintaining good sanitation and cleanliness of the Equipment provided in connection with its vending machine operations.

d. Contractor shall provide vending products that are fresh and of the best quality and variety.

e. Contractor shall mark each Vending Machine with its name, address and phone number for requests for repairs and refunds. Contractor shall respond to requests for repairs within twenty-four (24) hours. Contractor shall refund monies lost in Vending Machines as set forth in the attached **Exhibit A**.

f. Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work at the location in which services are provided under this Agreement.

g. There shall be no sale or advertising of tobacco products on the premises or in the facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is part of a performance or show or event displayed or held in City facilities.

**3. TERM:** The Agreement will commence on January 1, 2017, and will expire on December 31, 2018.

4. **COMPENSATION AND PAYMENT:** The City shall pay to the vendor \$.50 per token sold as set forth in **Exhibit A**. Contractor shall pay to the City, for the benefit of the Inmate Welfare Fund, 20% of the amount collected (after sales tax, and as set forth in **Exhibit A**) from each “token” vending machine listed in **Exhibit A**, and 20% of the amount collected from each “cash only” vending machine, also listed in **Exhibit A**.

5. **QUARTERLY REPORTS.** Contractor shall provide a quarterly report of the gross receipts collected from each machine with each quarterly payment. Any payments not made to the City when due shall accrue interest at the rate of 15% per annum, commencing on the 5<sup>th</sup> calendar day after the date such amount is due and owing until paid to the City.

6. **BOOKS OF ACCOUNT AND AUDITING:**

a. Contractor shall keep and make available, upon request, true and complete records and accounts of all gross revenue and business transacted and derived from the Vending Machines (Gross Revenue), including daily bank deposits and quarterly sales tax statement. Upon request, Contractor shall furnish to the Manager a true and accurate statement of the total of all Gross Revenue during the preceding calendar year or any part thereof that the Contractor operated. The statement shall itemize the authorized deductions and exclusions in computing the amount of such Gross Revenues and shall include a breakdown of Gross Revenues on a month-by-month basis. Such statement shall be prepared and certified by an independent certified public accountant who has audited the Gross Revenues in accordance with generally accepted accounting procedures for special reports. The above requirements for the annual statement may be modified by the Manager, in the manager’s discretion, if such modification is in the best interests of the City.

b. Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the Auditor. Such system shall be kept in a manner as to allow each location of the Contractor’s operations hereunder to be distinguished from all other locations or operations of Contractor. Contractor shall keep and preserve for at least three years, or until sooner audited by the City, all sales slips, cash register tapes, sales books, bank books or duplicate deposit slips, and all other evidence of Gross Revenues and business transacted for such period. The Auditor or Manager shall have the right at any time to inspect or audit all of the books of account, bank statements, documents, records, returns, papers and files of Contractor relating to Gross Revenues and business transaction.

c. Contractor, upon written request, shall make such documents available for examination within the Denver metropolitan area or shall pay to the City, in full and in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the request. The parties agree that any delay in furnishing such records to the City shall cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

d. If the City determines, after an audit for any year, that the Gross Revenues shown by the Contractor's statement for such year are understated, Contractor shall pay the amount of the deficiency plus 15% per annum interest for being past due. If the Gross Revenues are understated by more than 3%, Contractor shall pay to the City the cost of the audit, in addition to the deficiency and interest. The City's right to perform such an audit will expire three (3) years after Contractor's statement for that year has been delivered to the City.

e. Contractor agrees that the Manager or Auditor may inspect any document, return, data, or report filed pursuant to Chapter 53 of the Denver Revised Municipal Code by Contractor with the City's Manager of Revenue and any related reports, document, data or other information generated by the City's Manager of Revenue or employees under the control of such manager of Revenue in connection with any investigation or audit of Contractor by the City's Department of Revenue. Contractor authorizes and permits the inspection of such documents, data, returns, reports and information by the Manager or Auditor, and, further, waives any claim of confidentiality that it may have in connection with such documents, returns, data, reports and information.

7. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement.

8. **Reporting:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**9. STATUS OF CONTRACTOR:** Without limiting the foregoing, the parties specifically acknowledge that: the Contractor is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City); the Contractor is not entitled to workers' compensation benefits from the City; and the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

**10. TERMINATION:**

a. Either party has the right to terminate the Agreement with cause upon written notice effective immediately after a failure to cure within thirty (30) days of such written notice. City shall have the right to terminate this Agreement without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

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

**14. INSURANCE:**

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

Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

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

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

i. **Additional Provisions:**

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

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

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

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced



below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**15. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

**16. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that

the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

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

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

**20. 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.

**21. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**22. CONFLICT OF INTEREST:**

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

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

**23. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, as follows:

Executive Director of Safety or Designee  
490 West Colfax Avenue  
Denver, Colorado 80204

With a copy of any such notice to:

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

If to Contractor: Compass Group USA, Inc.  
5000 Hopyard Road, Ste. 322  
Pleasanton, CA 94588  
Attn: Chris Hulick, Division President

With a copy to: Compass Group USA, Inc.  
2400 Yorkmont Road  
Charlotte, NC 28217

Attn: (i) General Counsel; and (ii) President, Canteen Vending Services

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.

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

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

b. The Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

**35. CONFIDENTIAL INFORMATION:**

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

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

**37. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or

other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**38. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:**

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

**39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

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**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SHERF-201632221-00

Contractor Name: Compass Group USA

By: Chris Hulick

Name: Chris Hulick  
(please print)

Title: Division President  
(please print)

ATTEST: [if required]

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

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

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



## SCOPE OF WORK – VENDING SERVICES

### **PURPOSE**

Compass Group USA, Inc, by and through its Canteen Vending Services Division shall provide vending services at the Denver County Jail.

### **SCOPE**

The Vendor will be responsible for three types of vending machines. They are:

- Token vending
- Cash only vending
- Bill Changer

Vendor shall install vending machines and other related equipment (**Equipment**) to dispense snacks and beverages (**Products**) at the sites and facilities described in this Agreement (**Premises**) and in the numbers set forth herein, or as otherwise proposed and approved by the City. All vending machines shall be installed within thirty (30) days of execution of this Agreement. Vendor shall have the right to request additions, deletions, and/or alternate locations for its machines; all modifications or deviations from the list of approved locations shall be approved in writing by the City, which such approval shall not be unreasonably withheld, and be partially based upon average productivity. There will be no charge to the City for the adding or removal of vending machines.

### ***Maintenance/Service/Restocking***

The Vendor agrees to properly install, service, and maintain the Equipment in good operating condition, to keep Equipment in good repair, and to keep the Equipment stocked with standard brands of merchandise.

The Vendor shall be required to provide service 24 hours, 7 days per week.

Vendor shall insure service phone numbers are visible on all vending machines

The City has no right, title, or interest to the Equipment or Products, and shall not assert or disturb rights, title, or interest to any Equipment, inventory, or other property furnished or installed by Vendor on the Premises. The City shall not operate, remove, or tamper with such Equipment, Products, or other property. The City shall be responsible for any damage to the Equipment caused by the willful or negligent acts or omissions of the City, its agents, or employees. The City will furnish Vendor with the necessary space, trash removal, extermination services, and utilities to permit the sanitary operation of the services.

### ***Compensation***

Tokens are held and accounted through Keefe Commissary Network (DSD's commissary vendor). Based on the Commissary Sales report (see below), DSD will compensate the Vendor on a monthly basis within thirty (30) days of the prior month's end, subject to §20-107 through 118, D.R.M.C. at a rate of \$0.50 for each token sold.

DSD will run the monthly Commissary Sales report from the current Commissary system showing the amount of tokens sold to inmates. The report will also show the total number of returned tokens. The difference will be sent to the Vendor in order for the Vendor to invoice DSD at a rate of \$0.50 per token sold.

Vendor will pay 20% of the "Total Amount" to the Inmate Welfare Fund (Fund) on the total amount collected in the token vending machine. "Total amount" is the number items sold multiplied by the vending price less sales tax.

In addition, the Vendor will pay a twenty percent (20%) commission to the Fund on the Total Amount from the cash-only vending machine, using the same above calculation.

The commission amount is to be paid on a monthly basis within 15 days of the end of the prior month to:

Inmate Welfare Fund  
Denver Sheriff Finance  
201 West Colfax Ave  
Department 1103  
Denver, CO 80202

Because the bill changer is a one-for-one exchange, a commission is not paid on those transactions.

### ***Machines and Pricing***

At both DSD facilities, Vendor shall provide multiple vending machines that will require tokens. These machines shall be placed throughout the facilities where inmates will have access to purchase a snack and/or beverage of their choice. Tokens are purchased by the inmates through the Keefe Commissary Network or whatever may be DSD's current Commissary vendor. Additionally, the Commissary vendor keeps and accounts for these tokens. The selling price of a token is \$0.50.

The current vending pricing to the inmate is as follows:

<b>Item</b>	<b>Tokens Needed</b>	<b>Cost to Inmate</b>
Candy	2	\$1.00
Chips	2	\$1.00
Pastry	3	\$1.50
Soda (20 oz.)	3	\$1.50

Vendor shall provide a "Bill Changer" machine which converts currency into tokens. This machine will be placed in the Work Release Building. An inmate will receive two tokens for one dollar, 10 tokens for a five dollar bill, etc.

Vendor shall place a Pepsi beverage vending machine in the Unit 4 (medical unit) building, which will accept cash instead of tokens. The vend price in this machine is \$1.50 for all items (20 oz. beverages). Vendor will pay monthly a twenty percent (20%) commission to the Fund on the Total Amount (see above) from the Unit 4 cash-only Pepsi machine.

Each vending machine shall be clearly marked with the Vendor name, address, and phone number for requests for repairs or refunds.

**Refunds**

The City will not be responsible for disputes over refunds

**Examination of Records**

The Comptroller General of the United States of America or his authorized representative, or any authorized agent of the City, including the City Auditor or his representative, or any authorized representative of the State of Colorado, has the right to access and the right to examine any pertinent books, documents, papers and records of the Vendor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. The Vendor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Vendor to be correct. The Vendor agrees to establish and maintain a system of bookkeeping satisfactory to the Manager or the City's Auditor and to give any authorized representatives of the State or the City access during reasonable hours to such books and records. The State of Colorado or the City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers and files of the Vendor related to this Agreement, whether prepared manually or electronically, and the Vendor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Vendor shall maintain a means of transferring said records to hardcopy form. The Vendor's obligation to retain the above records shall expire three (3) years after the Vendor's statement for any period has been delivered to the City.

**Equipment Placement**

Denver County Jail:

Denver County Jail [Corridor]	Pop B Pepsi Corridor
Denver County Jail [Unit 4]	Pop B Pepsi Unit 4 – <b>cash only</b>
Denver County Jail Staff Lounge	Machine 94356 – <b>cash only</b>
Denver County Jail [Unit 20]	Pop B Pepsi Unit 20 2nd Fl.
Denver County Jail [Unit 20]	Pop B PEPSI Bldg. 20 1st floor
Denver County Jail [Unit 21 Bldg.]	Pop B PEPSI unit 21 2nd Floor
Denver County Jail [Unit 21 Women's]	Pop B PEPSI Unit 21 Women 1st floor
Denver County Jail [Unit 22A]	Pop C Unit 22A
Denver County Jail [ Unit 22B]	Pop B Pepsi Unit 22B
Denver County Jail [Unit 22C]	Pop B PEPSI Unit 22C
Denver County Jail [Unit 22D]	Pop B PEPSI Unit 22D
Denver County Jail [Work Release Building]	Snack AP 113 Work Release Token
Denver County Jail [Work Release Building]	Pop B PEPSI Bldg 19/VM1554 Token
Denver County Jail [Work Release Building]	Snack Work Release Token
Denver County Jail [Work Release Building]	Pop Work Release Front Entrance
Denver County Jail [Work Release Building]	<b>Bill Changer</b> Work Release



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**3/7/2017**

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

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

PRODUCER Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: <b>Willis Towers Watson Certificate Center</b>		
	PHONE (A/C, No, Ext): <b>(877) 945-7378</b>	FAX (A/C, No): <b>(888) 467-2378</b>	
	E-MAIL ADDRESS: <b>Certificates@Willis.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED <b>Canteen Vending Services</b> A division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	INSURER A : <b>National Union Fire Insurance Company of Pittsburgh</b>		<b>19445</b>
	INSURER B : <b>ACE Property &amp; Casualty Insurance Company</b>		<b>20699</b>
	INSURER C : <b>New Hampshire Insurance Company</b>		<b>23841</b>
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractual Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		<b>3796744</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	EACH OCCURRENCE	<b>1,000,000</b>
							DAMAGE TO RENTED PREMISES (Ea occurrence)	<b>1,000,000</b>
							MED EXP (Any one person)	<b>1,000,000</b>
							PERSONAL & ADV INJURY	<b>10,000,000</b>
							GENERAL AGGREGATE	<b>5,000,000</b>
							PRODUCTS - COMP/OP AGG	<b>5,000,000</b>
								<b>\$</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Self Ins. Phly Damage	<input checked="" type="checkbox"/>		<b>2935950</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	COMBINED SINGLE LIMIT (Ea accident)	<b>2,000,000</b>
							BODILY INJURY (Per person)	<b>\$</b>
							BODILY INJURY (Per accident)	<b>\$</b>
							PROPERTY DAMAGE (Per accident)	<b>\$</b>
								<b>\$</b>
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			<b>XOO G27738631 002</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	EACH OCCURRENCE	<b>10,000,000</b>
							AGGREGATE	<b>10,000,000</b>
								<b>\$</b>
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A			<b>014112063</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	<b>2,000,000</b>
							E.L. EACH ACCIDENT	<b>2,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	<b>2,000,000</b>
							E.L. DISEASE - POLICY LIMIT	<b>2,000,000</b>
<b>A</b>	<b>Garage keepers</b>			<b>2935950</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	<b>1,500,000</b>	
<b>C</b>	<b>Business Auto</b>	<input checked="" type="checkbox"/>		<b>2935951</b>	<b>09/30/2016</b>	<b>09/30/2017</b>	<b>See Attached</b>	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 SIR applies as respect to General Liability per terms and conditions of this policy.

The umbrella policy follows the primary insurance coverage captioned above subject to the policy terms and conditions.

THIS CERTIFICATE VOIDS & REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 2/23/2017.

Contract #201632221.  
 SEE ATTACHED ACORD 101

**CERTIFICATE HOLDER**

**CANCELLATION**

City and County of Denver, Denver Sheriff Finance Attn: Laura Brown 201 West Colfax, Dept. 1103 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis of North Carolina, Inc.</b>		NAMED INSURED <b>Canteen Vending Services</b> A division of Compass Group USA, Inc. 2400 Yorkmont Road Charlotte, NC 28217	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

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

## ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<b>POLICY TYPE: Compass - MA Auto</b> <b>CARRIER: New Hampshire Insurance Company</b> <b>POLICY TERM: 9/30/2016 – 9/30/2017</b> <b>POLICY NUMBER: 2935951</b>	<b>Auto Liability – MA</b> <b>Any Auto</b> <b>Self-Ins. Phy Damage</b> <b>\$2,000,000 Combined Single Limit</b>
<b>POLICY TYPE: Compass - VA Auto</b> <b>CARRIER: National Union Fire Insurance Company of Pittsburgh</b> <b>POLICY TERM: 9/30/2016 – 9/30/2017</b> <b>POLICY NUMBER: 2935953</b>	<b>Auto Liability – VA</b> <b>Any Auto</b> <b>Self-Ins. Phy Damage</b> <b>\$2,000,000 Combined Single Limit</b>
<b>POLICY TYPE: Excess Business Auto Liability</b> <b>CARRIER: National Fire and Marine Insurance Company</b> <b>POLICY TERM: 9/30/2016 – 9/30/2017</b> <b>POLICY NUMBER: 42-XSF-302909-01</b>	<b>Any Auto</b>  <b>\$3,000,000 Combined Single Limit</b>
<b>POLICY TYPE: Compass - Liquor (Compass)</b> <b>CARRIER: National Union Fire Insurance Company of Pittsburgh</b> <b>POLICY TERM: 9/30/2016 – 9/30/2017</b> <b>POLICY NUMBER: 3796740</b>	<b>Liquor Liability</b> <b>\$1,000,000 Each Common Cause</b> <b>\$10,000,000 Aggregate</b> <b>SIR applies as respect to Liquor Liability per terms and conditions of this policy.</b>



Compass Group USA, Inc.

Policy Term: 09/30/2016 to 09/30/2017

Workers' Compensation and Employers Liability Policies

<u>Coverage</u>	<u>Policy Number</u>	<u>Carrier</u>	<u>WC Coverage</u>	<u>EL Limits</u>
Work Comp/EL	014112063	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, MD, MI, MN, MO, MS, MT, NE, NM, NV, NY, OK, OR, RI, SC, SD, TN, TX, WV	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112070	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112065	New Hampshire Insurance Company NAIC 23841-001 Policy Covers States of: MA,WI, Stop Gap Coverage: ND, OH, WA, WY	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112069	American Home Assurance NAIC Policy Covers State of CA	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112064	Illinois National Insurance Company NAIC 23817-001 Policy Covers State of FL	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	014112066	New Hampshire Insurance Company NAIC 23841-001 Policy Covers State of ME	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease
Work Comp/EL	006583098	National Union Fire Insurance Company NAIC Policy Covers State of OH	Per Statute	\$2,000,000 Bodily Injury by Accident - Each Accident \$2,000,000 Each Employee Bodily Injury by Disease \$2,000,000 Policy Limit Bodily Injury by Disease