

AGREEMENT FOR SERVICES

Project Number or Name: Armed Security Services for Arapahoe County Facilities

THIS AGREEMENT is entered into as of the 1st day of August, 2022 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the “County”) and Mercurial Security Solutions, LLC (hereinafter referred to as the “Contractor”).

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. **Time of Performance.** The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. **Method of Payment.** The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit invoices in a form acceptable to the County and in conformance with the County’s policies. The Contractor shall provide such backup information for its invoices as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any accepted invoices to make payment to the Contractor.

4. **General Terms and Conditions.**

A. **Termination of Agreement.** The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County, provided the Contractor has been paid for these services. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. **Changes.** The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. **Assignability or Subcontracting.** Any assignment, transfer, or subcontracting of the Contractor’s rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. **Audit.** The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor’s performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are

pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While providing services under this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County, provided the Contractor has been paid for these services.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

- 1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in compensation or a time extension; and/or
- 2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Worker without Authorization. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with a worker without authorization (a non-legal resident of the United States) to provide services under this Agreement.

2) The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

3) The Contractor 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 employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, then the Contractor shall: (a) notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q. the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) **Workers' Compensation Insurance:** Contractor shall maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) **Commercial General Liability:** Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) **Automobile Liability:** Contractor shall maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to provide services under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 2/15/22)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTOR: Mercurial Security Solutions, LLC

By: _____
(Signature)

Title: CEO

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and Mercurial Security Solutions, LLC.
Project Number or Name: **Armed Security Services for Arapahoe County Facilities.**

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the following services:

- A. The Contractor hereby agrees to and accepts responsibility to perform Armed Security Services at identified Arapahoe County Facilities in compliance with the terms of this Agreement and RFP-22-19. The services to be provided shall consist of, but are not limited to:
Courthouse and building security at the Arapahoe County facilities listed below. Staffing and times to change as needed.

Sheriff's Office Locations

Arapahoe County Sheriff's Office Administration Building (52.5 hrs.)

13101 East Broncos Pkwy, Centennial, CO 80120
-One (1) Officer Required
Hours: 7:00 a.m. to 5:30 p.m. Monday – Friday

Arapahoe County Court A (50 hrs.)

1790 West Littleton Blvd., Littleton, CO 80120
-One (1) Officer Required
Hours: 7:00 a.m. to 5:00 p.m. Monday – Friday

Altura Plaza (Probation) (80 hrs.)

15400 East 14th Place, Aurora, CO 80011
-One (1) Officer Required
Hours: 7:30 a.m. to 5:30 p.m. Mon, Tues, Thurs, Fri
-One (1) Officer Required
Hours: 7:30 a.m. to 5:30 p.m. Mon, Tues, Wed, Fri

Arapahoe County Courthouse I (156 hrs.)

7325 South Potomac Street, Centennial, CO 80112
-Two (2) Officers Required
Hours: 7:00 a.m. to 5:00 p.m. Monday – Friday
-One (1) Officer Required
Hours: 7:00 a.m. to 3:00 p.m. Monday – Friday
-One (1) Officer Required
Hours: 7:00 a.m. to 3:00 p.m. Monday, Tuesday

Courthouse North (50 hrs.)

-One (1) Officer Required
Hours: 7:00 a.m. to 5:00 p.m. Monday – Friday

Site Supervisor

-One (1) Site Supervisor Required **(40 hrs.)**
Hours: 7:00 a.m. to 3:00 p.m. Monday – Friday

Arapahoe County Courthouse II (80 hrs.)

7305 South Potomac Street, Centennial, CO 80112
-One (1) Officer Required
Hours: 7:00 a.m. to 3:00 p.m. Monday – Friday
-One (1) Officer Required
Hours: 9:00 a.m. to 5:00 p.m. Monday - Friday

Arapahoe County Detention Facility (105 hrs.)
7375 South Potomac Street, Centennial, CO 80112
-One (1) Officer Required
Hours: 7:00 a.m. to 10:00 p.m. Monday – Sunday

Arapahoe County Probation Office (95 hrs.)
6904 South Lima Street, Centennial, CO 80112
-One (1) Officer Required
Hours: 8:00 a.m. to 5:30 p.m. Monday – Friday
-One (1) Officer Required
Hours: 7:30 a.m. to 5:00 p.m. Monday – Friday

18th Judicial District Attorney’s Office (45 hrs.)
6450 South Revere Pkwy., Centennial, CO 80111
-One (1) Officer Required
Hours: 8:00 a.m. to 5:00 p.m. Monday – Friday

Other County Buildings

Altura Plaza (Tri- County Health Dept) (80 hrs.)
15400 East 14th Place, Aurora, CO 80011
-One (1) Officer Required
Hours: 7:30 a.m. to 5:30 p.m. Tuesday - Friday (to be billed to Tri-County Health Dept.)
-One (1) Officer Required
Hours: 7:30 a.m. to 5:30 p.m. Monday - Thursday (to be billed to Tri-County Health Dept.)

A/D Works! (40 hrs.)
Lima Ridge Plaza, 6974 South Lima Street, Centennial, CO 80112
-One (1) Officer Required
Hours: 7:30 a.m. to 4:30 p.m. Monday – Friday

Arapahoe County Aurora Motor Vehicle Office (47.5 hrs.)
490 South Chambers Road, Aurora, CO 80017
-One (1) Officer Required
Hours: 6:45 a.m. to 4:15 p.m. Monday – Friday

Arapahoe County Centennial Motor Vehicle Office (47.5 hrs.)
Lima Ridge Plaza, 6954 South Lima Street, Centennial, CO 80112
-One (1) Officer Required
Hours: 6:45 a.m. to 4:15 p.m. Monday – Friday

Littleton Administration Motor Vehicle Office (47.5 hrs.)
5334 South Prince St., Littleton, CO 80120
-One (1) Officer Required
Hours: 6:45 a.m. to 4:15 p.m. Monday – Friday

Site supervisors are required to manage all Arapahoe County contracted site personnel assigned on duty. Contractor is responsible for “supervision”, that could be the Project Manager calling in or driving by. Some locations have only one or two guards.

- B. Most county facilities will be closed for Arapahoe County legal holidays and no service will be required. However, there are locations, i.e. - courts, which require building security on the Friday after Thanksgiving and the successful contractor will be expected to provide service to these locations. The County will advise

the Contractor no later than December 15th of the Arapahoe County legal holidays identified for the subsequent calendar year specific to location.

- C. Security officers may be called upon to direct members of the public, attorneys or others to offices or areas of the court facilities.
- D. Security officers will screen all members of the public entering the facilities for weapons and contraband.
- E. Security officers will screen all staff entering through the public entrance of the court building.
- F. Security officers will permit armed law enforcement officers to enter the court building, but they will sign the log in sheet and follow the Court's Order regarding weapons in the Court and Probation Department.
- G. Security officers will x-ray all pocketbooks, purses, briefcases, and other containers prior to entry into the facilities. If too large or bulky to be x-rayed, hand screening will be done.
- H. The Contractor must have sufficient resources to permit a response within one (1) hour by a member of management, if requested by Sheriff's office personnel. This manager shall be experienced and have authority to resolve personnel problems or contingencies in operation.
- I. Security officers must be at least twenty-one (21) years of age and possess above average communication skills. Officers must be physically fit, with weight proportionate to height.
- J. Each employee assigned by the Contractor must have had a criminal history record check by the Sheriff's Office prior to working at a post.
- K. Persons not acceptable to the Sheriff's Office based on criminal history, demeanor, fitness for duty or any other reason should not be assigned, or if already assigned, they will be removed from the facilities with or without cause.
- L. Due to the nature of the Sheriff's Office operations, the Contractor shall agree that all personnel, supplies, equipment, and facilities utilized by the Contractor shall be subject to search and / or inspection by the Sheriff's Office without notice and at any time. Additionally, all employees, present and prospective, shall be subject to a security clearance if desired by the Sheriff's Office. Furthermore, if the Sheriff's Office is dissatisfied with any of the Contractor's personnel or operating procedures, the Contractor will promptly correct the problem upon written notice to the Contractor by the Sheriff's Office within thirty (30) days.
- M. The Contractor shall provide a manager contact, who will work with the Sheriff's Office Administration. The County reserves the right to require the Contractor to remove and replace employees of the Contractor for just cause.
- N. All employees of the Contractor will be obligated to adhere to the Sheriff's Office policies and procedures.
- O. Personnel must stay at Court House posts until cleared to leave by an Arapahoe County Sheriff's Deputy.
- P. Contractor will also provide qualified armed security officers, at an hourly rate per man, to guard prisoners who are hospitalized. Contractor will respond to such a request within 2 hours of notification, unless unforeseen circumstances interfere with this response that are out of the Contractor's control, i.e. bad weather, etc. Contractor must be able to conduct two concurrent hospital watches without dropping below required staffing at the other buildings.

Q. TRAINING & RESPONSIBILITIES

- 1. Court Security and Hospital Watch
- 2. The Contractor shall ensure that the entire Contractor's staff is trained in accordance with the Sheriff's Office policies and procedures and all rules and regulations of the County.
- 3. Orientation of all new employees shall be the responsibility of the Contractor. The Contractor shall distribute a written job description to members of their staff and a site post order that clearly delineates his/her assigned responsibilities and shall provide such with the bid proposal.
- 4. The security officer(s) will be responsible for using provided magnetometers to screen all members of the public entering the facilities and/or x-ray, electronic or hand screening of purses, briefcases, backpacks, or other containers, which would be carried into the facility, by members of the public.
- 5. The Contractor shall ensure all their assigned personnel working within Arapahoe County Facilities are able to pass a Colorado Bureau of Investigation background screening.
- 6. The Contractor shall ensure their assigned personnel have completed current Firearm Training and current qualification course completion.
- 7. The Contractor shall ensure their assigned personnel are trained to work with Smith's Detection 6040C, 6040ds Hi-Scan X-ray Machines, CEIA PMD2+ Elliptical Metal Detectors, and Magnetometers.
- 8. The Contractor shall ensure their assigned personnel are trained in conducting hand searches of bags, packages, and the public.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

2. Time of Performance. The services of the Contractor shall commence (place an “X” in one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: _____.

The services of the Contractor shall be completed, or shall end, by July 31, 2023, with the option to renew the contract for subsequent one year periods. The optional renewal periods shall not exceed a total of four additional years. This option is a County prerogative and not a right of the Contractor and will be exercised only when such continuation is clearly in the best interest of the County. The Contractor shall notify the County of any adjustments during the option period a minimum of ninety (90) calendar days prior to the effective date of the new extension period. The County reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the contract with the Contractor based on such price adjustments.

3. Compensation. The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an “X” in one):

- Lump sum due upon completion: _____.
- Hourly rate of _____ (to be billed monthly).
- Other: Per Exhibit B – Fee Schedule.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$2,000,000.

4. Addresses for Notices. The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
 5334 South Prince Street
 Littleton, Colorado 80120-1136

 and (send to both)

 Capt. Scott Luedtke
 7375 S. Potomac St.
 Centennial, CO 80112

To the Contractor: MSS Denver Office
 7887 East Belleview Ave, Ste. 1100
 Denver, CO 80111

5. Professional Liability Insurance. Errors and Omissions or Professional Liability Insurance is required (check box only if it is required). The required minimum amount of coverage is _____ (indicate amount only if it is required).

6. Cyber Liability Insurance. Cyber Liability Insurance is required (check box only if it is required). The required minimum amount of coverage is not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic

information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The requirements of this provision shall apply to the Contractor and to all subcontractors.

7. **Special Conditions.** (place an "X" in one).

No special conditions

Special Conditions are as follows:

LIMITED CONTRACT EXTENSION TO MAINTAIN SERVICE LEVELS: It is hereby agreed and understood that this contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During this transitional period, Contractor agrees to continue the same or a reduced level of service to the County at the same prices while the new contract, also in force, is being mobilized. Contractor shall be allowed to invoice the County for this additional period on a pro-rated basis.

BACKGROUND CHECK: Contractor will be required to submit documentation of completed background checks for all employees that will be working with Arapahoe County. Any record indicating felony violations, questionable character or possible security risk shall be just cause for denial of access for that person to any County facility. Final approval of employees' list shall be at the sole discretion of Arapahoe County and shall not be cause for additional payment.

SUPERINTENDENT SHALL BE SUPPLIED BY CONTRACTOR: Contractor shall employ a competent superintendent to provide regular supervisory oversight. The superintendent shall be the primary representative for Contractor and all communications given to, and all decisions made by, the superintendent shall be binding to Contractor. Notwithstanding, the superintendent shall be, at all times, an employee of Contractor under its sole direction and not an employee or agent of the County.

PURCHASE BY OTHER GOVERNMENTAL AGENCIES: Each governmental unit which avails itself of this contract will establish its own contact, place its own orders, issue its own purchase orders, be invoiced therefrom, and make its own payments and issue its own exemption certifications as required by Contractor. It is understood and agreed that Arapahoe County is not a legally binding party to any contractual agreement made between any other governmental unit and Contractor because of this solicitation.

Although this Agreement specifies exact locations, hours, and days of the week for Armed Security Services for Arapahoe County, it is understood and agreed that the County may, during the term of the contract, request additional services at other locations throughout Arapahoe County. Hours and days of the week are as listed, excluding County Holidays, which are as follows:

- Observance of New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving (at specific locations only)
- Observance of Christmas Day

FUEL ADJUSTMENTS (SURCHARGES): The County will not accept fuel adjustments from the firm unless a negotiated request for such adjustments is agreed by both parties as to amount and very specific timeframe. Such an agreement must be

documented before the assessment date; the County will not honor such adjustments invoiced without the attachment of such agreement to the invoice.

HOURLY RATE DEFINED: The hourly rate quoted by Contractor shall include full compensation for labor, equipment uses, travel time, and any other costs incurred by Contractor. This rate is assumed to be at straight time for all labor. If overtime is allowable under this Agreement, it will be covered as a separate item in the terms and conditions.

OVERTIME: The County will allow overtime payment at a maximum rate of one and a half times the regular hourly wages quoted by Contractor. This allowance shall only be provided in those instances where the appropriate department / division representative has provided authorization of the overtime prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal workday.

METHOD OF PAYMENT - MONTHLY INVOICES: Contractor shall submit monthly invoices, payable within 30 days of receipt. These invoices shall be submitted to the County department / division where the work was performed. The invoice shall reflect the service location and the hours of service provided to the County in the prior month.

Section 1, Scope of Services provides a list of locations. These locations must be billed as follows:

- Sheriff's Office Locations – bill to Shauna Deeble, Sheriff's Office– SDeeble@arapahoegov.com
- Other County Buildings
 - Altura Plaza Tri-County Health Department – bill to Josh Vine, TCHD – JVine@tchd.org
 - A/D Works! – bill to Sasha Easton, A/D Works! – SEaston@arapahoegov.com
 - 3 Motor Vehicle Offices – bill to Juan Guzman, Clerk and Recorder's Office – JGuzman2@arapahoegov.com

Exhibit B

Fee Schedule

Arapahoe County					
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate	Total
Security Officer	781	40,612	\$30.03	\$45.05	\$1,219,578.30
Dep. Supervisor	80	4,160	\$31.06	\$46.59	\$129,209.60
Supervisor	120	6,240	\$32.10	\$48.15	\$200,304.00
Account Manager	40	2,080	\$40.06	NA	\$83,324.80
Hospital Watch	TBD	TBD	\$38.08	\$57.05	NA
Estimated Total	1,021	53,092			\$1,632,416.70

Pricing and Cost Summary:

I.	Personnel	Included
II.	Equipment	Included
III.	Training	Included
IV.	Operating Expenses	Included

A/D Works!				
Lima Ridge Plaza, 6974 South Lima Street, Centennial, CO 80112				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	45	2,340	\$30.03	\$45.05

One (1) Officer Required
 Hours: 07:30 a.m. to 4:30 p.m. Monday – Friday
 45 Hours per week

Arapahoe County Sheriff's Office Administration Building				
13101 East Broncos Pkwy, Centennial, CO 80120				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	52.5	2,730	\$30.03	\$45.05

One (1) Officer Required
 Hours: 07:00 a.m. to 5:30 p.m. Monday – Friday
 52.5 Hours per week

Arapahoe County Court A				
1790 West Littleton Blvd., Littleton CO 80120				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	50	2,600	\$30.03	\$45.05

One (1) Officer Required
Hours: 07:00 a.m. to 5:00 p.m. Monday – Friday
50 Hours per week

Altura Plaza Probation				
15400 East 14 th Place, Aurora, CO 80011				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	40	2,080	\$30.03	\$45.05
Security Officer (Dep. Supervisor)	40	2,080	\$31.06	\$46.59

One (1) Officer Required
Hours: 07:30 a.m. to 5:30 p.m. Monday, Tuesday, Thursday, Friday
One (1) Officer Required
Hours: 07:30 a.m. to 5:30 p.m. Monday, Tuesday, Thursday, Friday
80 Hours per week billed to ACSO

Altura Plaza TCHD				
15400 East 14 th Place, Aurora, CO 80011				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	40	2,080	\$30.03	\$45.05
Security Officer (Supervisor)	40	2,080	\$32.10	\$48.15

One (1) Officer Required
Hours: 07:30 a.m. to 5:30 p.m. Tuesday - Friday
One (1) Officer Required
Hours: 07:30 a.m. to 5:30 p.m. Tuesday - Friday
80 Hours per week billed to Tri-County Health Dept

Arapahoe County Courthouse I				
7325 South Potomac Street, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	50	2,600	\$30.03	\$45.05
Security Officer	50	2,600	\$30.03	\$45.05
Security Officer (Supervisor)	40	2,080	\$32.10	\$48.15
Security Officer	16	832	\$30.03	\$45.05

Two (2) Officers Required
Hours: 07:00 a.m. to 5:00 p.m. Monday - Friday
One (1) Additional Officer Required
Hours: 07:00 a.m. to 3:00 p.m. Monday - Friday
One (1) Additional Officer Required
Hours: 07:00 a.m. to 3:00 p.m. Monday, Tuesday
156 Hours per week

COMMUNICATE - INNOVATE - MITIGATE

Arapahoe County Courthouse North				
7325 South Potomac Street, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	50	2,600	\$30.03	\$45.05

One (1) Officer Required
Hours: 07:00 a.m. to 5:00 p.m. Monday - Friday
50 Hours per week

Arapahoe County Courthouse II				
7305 South Potomac Street, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	40	2,080	\$30.03	\$45.05
Security Officer (Dep. Supervisor)	40	2,080	\$31.06	\$46.59

Two (2) Officers Required
Hours Officer #1: 07:30 a.m. to 5:00 p.m. Monday - Friday
Hours Officer #2: 08:00 a.m. to 5:30 p.m. Monday - Friday
80 Hours per week

Arapahoe County Detention Facility				
7375 South Potomac Street, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	105	5,460	\$30.03	\$45.05

One (1) Officer Required
Hours: 07:00 a.m. to 10:00 p.m. Monday - Sunday
105 Hours per week

Arapahoe County Probation Office				
6904 South Lima Street, Centennial, CO 80112				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	50	2,600	\$30.03	\$45.05
Security Officer (Supervisor)	45	2,340	\$32.10	\$48.15

Two (2) Officers Required
Hours Officer #1: 07:30 a.m. to 5:00 p.m. Monday - Friday
Hours Officer #2: 08:00 a.m. to 5:30 p.m. Monday - Friday
95 Hours per week

18 th Judicial District Attorney's Office				
6450 South Revere Pkwy, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	45	2,340	\$0.00 30.03	\$0.00

One (1) Officer Required
 Hours: 08:00 a.m. to 5:00 p.m. Monday - Friday
 45 Hours per week

Littleton Administration DMV				
5334 South Prince St., Littleton, CO 80120				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	47.5	2,470	\$30.03	\$45.05

One (1) Officer Required
 Hours: 06:45 a.m. to 4:15 p.m. Monday - Friday
 47.5 Hours per week

Arapahoe County Aurora Motor Vehicle Office				
490 South Chambers Road, Aurora, CO 80017				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	47.5	2,470	\$30.03	\$45.05

One (1) Officer Required
 Hours: 06:45 a.m. to 4:15 p.m. Monday - Friday
 47.5 Hours per week

Arapahoe County Centennial Motor Vehicle Office				
Lima Ridge Plaza, 6974 South Lima Street, Centennial, CO 80012				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	47.50	2,470	\$30.03	\$45.05

One (1) Officer Required
 Hours: 06:45 a.m. to 4:15 p.m. Monday - Friday
 45 Hours per week

Hospital Watch				
TBD				
Position	Weekly Yrs.	Yearly Hrs.	Bill Rate	OT/HT Rate
Security Officer	TBD	TBD	\$30.03	\$45.05

\$38.08

Up to two (2) hospital watches upon request 24/7 within two (2) hours of request.

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