

**VENDOR NAME:**

# **INVITATION FOR BIDS**

**DENVER WATER'S**

**BIDDERS' PROPOSAL NO. 12547A**

**NOVEMBER 10, 2009**

**FOR**

**SECURITY GUARD SERVICES FOR DENVER WATER  
METROPOLITAN AREA FACILITIES**

**FOR THE CONTRACT PERIOD JANUARY 1, 2010 THROUGH DECEMBER 31, 2011**

**BIDS MUST BE SUBMITTED ELECTRONICALLY  
BY 3:30 P.M., November 23, 2009.**

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**PURCHASING'S CONTRACT LINE:**  
Questions about contract terms or  
conditions

John Buerkle  
303-628-6361  
[John.buerkle@denverwater.org](mailto:John.buerkle@denverwater.org)

**CONTRACT REPRESENTATIVE:**  
All technical questions

Craig Austin  
303-628-6319  
[Warren.austin@denverwater.org](mailto:Warren.austin@denverwater.org)

CITY AND COUNTY OF DENVER, COLORADO  
BOARD OF WATER COMMISSIONERS  
(referred to in this document as "Board" or "Denver Water")

INSTRUCTIONS TO BIDDERS

1. A Bidder's Proposal in response to an Invitation for Bids shall be submitted in accordance with these Instructions to Bidders and with the General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, and Acceptance. These documents, plus any other documents required by the Special Conditions and any addenda added by Denver Water, constitute the Contract Documents. No one part of the Contract Documents constitutes the contract.
2. The Bill of Material shall be submitted electronically.
3. The successful bidder will be required to completely fill out and sign the Bidder's Proposal page prior to award. The successful bidder warrants that persons signing the Proposal page are empowered to legally bind the bidder to a contract.
4. Bidders' Proposals must be submitted online to the Rocky Mountain Online Bid System on or before the designated bid opening time.
5. **It is the Bidder's responsibility to sign any addendums (if applicable) and the Proposal by the requested deadline. Any addendums (if applicable) will be issued via the Rocky Mountain Bid System.**
6. Bidders' Proposals may be rejected if not received on the Rocky Mountain Online Bid System on or before the bid opening time.
7. Bidders' Proposals may be withdrawn by bidders prior to the bid opening time, but only upon written request. Bidders' Proposals may not be withdrawn after they have been opened. All Bidders' Proposals will be deemed firm and open to acceptance or rejection for a period of forty-five (45) days after the bid opening.
8. Any conflicting Special Conditions will supersede Instructions to Bidders and General Conditions.
9. All bid prices must be firm for the period stated in the Special Conditions. Any price adjustment clause that may be included with a Bidder's Proposal may result in rejection of the Bidder's Proposal.
10. Bidders are urged to establish realistic delivery dates.
11. Bidders' Proposals may be required to provide descriptive data (catalogs, drawings, etc.) necessary or desirable for proper evaluation of the Bidder's Proposal. Bidders' Proposals that do not comply with this requirement may be rejected.

INSTRUCTIONS TO BIDDERS  
(continued)

12. If requested, Bidders shall furnish references demonstrating capability to provide the required materials and/or to perform the required services. Bidder may be required to provide financial statements (Balance Sheet, Income Statement, Cash Flow Statement) which may be reviewed prior to Notice of Award. Denver Water may inspect the Bidder's facilities and equipment and will determine, in its sole discretion, whether the Bidder will be awarded the contract and may award this contract based on its assessment of Bidders' facilities, distribution, and supply relationships.
13. When a Bidder intends to furnish an article it considers equal to one named on the Bill of Material, the Bidder must specify the trade name and grade of the substitute article and must submit any engineering data and technical literature required by Denver Water to evaluate the product. Denver Water reserves the right to determine whether any substitute article is equal to the one named on the Bill of Material.
14. The Board reserves the right to reject any or all offers, either in whole or in part, or to waive technical defects if deemed in the best interest of the Board. In the event of a tie bid, award will be made in the Board's best interest. The Board may also reject any bid conditioned upon the Board's acceptance of the terms and conditions other than those established in the General Conditions, Special Conditions, and Specifications.
15. No contract will be made with any entity who is in arrears to the City and County of Denver or its Board of Water Commissioners upon debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to the City and County of Denver.
16. For directions to Denver Water go to [www.denverwater.org](http://www.denverwater.org), click on Contact Us, Directions.
17. Questions or comments concerning these Instructions to Bidders should be directed to the office of the Manager of Purchasing, 1600 West 12th Avenue, Building No. 12, Denver, Colorado 80204-3412 Telephone: 303-628-6361.

## GENERAL CONDITIONS

### SERVICES AND MATERIALS

1. PERFORMANCE: The Contractor shall furnish the services and materials covered by this contract subject to all the terms and conditions contained in the documents comprising this contract, including these General Conditions. No other terms or conditions shall be binding upon the parties unless agreed to in writing. Written acceptance of this contract or the performance of any portion of the services covered by this contract shall constitute unqualified acceptance of all its terms and conditions. These General Conditions, Special Conditions, and Specifications shall supersede any inconsistent provisions in Contractor's Proposal.
2. CHANGES IN SCOPE: Upon issuance of a written order, the Board may change the amount or nature of material to be furnished and services to be performed under this contract. If the amount of material or services is increased or decreased, the Contractor will be paid for the actual amount of services and material furnished.
3. WARRANTY OF WORKMANSHIP, MATERIALS AND EQUIPMENT: For a period of one year from the date the Board accepts any material or service, the Contractor shall be responsible for the satisfactory repair or replacement of any material, service or equipment which becomes defective as a direct or indirect result of Contractor's workmanship, service or negligence or from Contractor's improper handling or use of faulty material or equipment.
4. COMPLIANCE WITH SPECIFICATIONS: The Board's Specifications establish the minimum acceptable requirements for services and materials. The Board shall determine at its sole discretion whether any proposed services or materials comply with the Specifications.

Any provisions in the Specifications requiring specific ratings, capacities, weights, dimensions or other designations for any equipment refer to the original manufacturer's specifications. The Board shall not be obligated to accept as meeting the Specifications any equipment assigned ratings, capacities, weights, dimensions or designations by any subsequent manufacturer, assembler or dealer. The Board requires any products that come in direct contact with treated water to have N.S.F. Certification or equivalent.

Property that upon delivery does not meet the Specifications, or that has been damaged in transit, may be rejected by the Board and returned to the Contractor at the Contractor's risk and expense.

5. FAILURE TO COMPLY WITH SPECIFICATIONS: If any materials or services provided by the Contractor do not meet specifications or performance requirements, the Board reserves the right to delay payment until the problem is corrected or to terminate this contract for default pursuant to General Condition 17(B) below.

GENERAL CONDITIONS  
(continued)

6. INSPECTION AND TESTING: The Board or its authorized representative shall be permitted to inspect all material during its fabrication and prior to its preparation for shipment; to expedite delivery; to inspect the packing when the material is ready for shipment; or to witness any test, the results of which require approval by the Board's Engineer.

The Board may, at its discretion, inspect and test any delivery to ensure compliance with the Specifications. The Board will pay the costs of tests it conducts and will make test results available to the Contractor upon request. The Board's findings shall be binding and conclusive. The Board's acceptance of material, or waiver of any inspection or test, shall in no way relieve the Contractor of the responsibility to furnish material meeting the requirements of the Specifications. The Board also may, at its discretion, allow its agents and contractors and industry organizations to observe Contractor's performance of this Agreement for safety purposes.

7. FAILURE TO PASS INSPECTION OR TESTING: The Board will not accept material that is damaged, does not meet contract Specifications or is unsuitable for use in the Board's potable water system. Should any material fail to meet test criteria, in addition to the Board's exercise of its rights in Paragraph 10 below, the Contractor may be required to take the following actions at its sole cost:

- A. The Contractor must promptly remove all material to which the unacceptable material has been added.
- B. The Contractor must promptly replace the material removed with like material meeting the Specifications.

8. PAYMENT: Payment will be made in conformity with the terms and conditions of this contract. The Board will not make advance or progress payments for materials or services unless provided for in the contract. The Contractor must submit documentation supporting the charges in the invoice, which must be consistent with this contract, and must include the contract number of this contract on each invoice. Payments shall be based upon Contractor's verified progress in completing the services and delivering the materials. Unless the Contractor has not properly performed, invoices will be paid within thirty days of receipt. The Board may delay payment until it can verify the accuracy of the invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice. Payment shall be made by check payable to the trade or business of Contractor. The Board shall have the right to refuse to pay all or a portion of an invoice that is inconsistent with this Contract.

GENERAL CONDITIONS  
(continued)

9. SALES, EXCISE AND USE TAXES:

- A. STATE: The State of Colorado will not impose sales and use taxes upon construction and building materials purchased by the Contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the City and County of Denver. In order to qualify for this exemption, an application for a certificate of exemption must be filed with the Colorado Department of Revenue by each Contractor and subcontractor engaged in the construction project. The Board will not reimburse the Contractor for any such taxes paid as a result of a failure to file a request for exemption. Proposals shall not include any such taxes in the computation of bids.
- B. LOCAL: The Contractor and all subcontractors are required to pay the sales and use taxes imposed by a political subdivision of the State of Colorado on purchases of any tangible personal property to be built into the work produced under this contract. The Board will not adjust payments for any refund of such taxes that the Board might receive.
- C. FEDERAL: As a political subdivision of the State of Colorado, the Board is exempt from the payment of most federal excise taxes. The Contractor will be reimbursed for payment of any federal excise tax for which the Board is unable to provide an exemption certificate.

- 10. DELIVERY DATES: All items purchased shall be delivered F.O. B. Destination, Freight prepaid as required by the Specifications. The Contractor shall make delivery as set forth in the Contract Documents. When a date is set for delivery of materials, delivery must occur on or before that date. If timely delivery does not occur, or it appears timely delivery will not occur, the Board will have: the right to terminate this contract for default; the right to purchase equivalent property at market prices for immediate delivery without termination of this contract and without liability to the Contractor; and a right against the Contractor for any increase in the price over the prices established in this contract and for any other damages, including consequential damages that arise from the delay and demurrage associated with other deliveries to the Board.
- 11. WARRANTY OF TITLE: The Contractor warrants that title to all work, materials and equipment covered by an application for payment will pass to the Board no later than the time of payment, free and clear of all liens.
- 12. RISK OF LOSS: The Contractor shall assume the risk of loss or damage to materials sold to the Board until the material has been delivered to and accepted by the Board.
- 13. PATENTS: The Contractor will provide a defense and hold harmless the Board against any costs, damages or demand for payment arising out of the Contractor's use of any patented material, process, device or article in performing under this contract.

GENERAL CONDITIONS  
(continued)

14. LIABILITY: The Contractor will provide a defense to the Board and pay any costs and damages for any liability or claim of whatever nature arises in any way out of this contract, caused by any negligent or wrongful act or omission of the Contractor or the Contractor's officers, agents or employees.
15. INSURANCE: The Contractor shall maintain the following insurance in full force and effect during the full term of this Agreement. These insurance requirements may be modified at the discretion of the Board.
- A. The Contractor shall maintain Workers' Compensation and Employer's Liability Insurance, as required under the laws of the State of Colorado, in full force and effect during the full term of this Agreement.
  - B. The Contractor also shall maintain the following insurance in full force and effect during the full term of this Agreement. Contractor shall provide to the Board certificates of insurance (and renewals thereof) demonstrating that the following insurance requirements have been met.
    - 1) Commercial General Liability Insurance:  
  
Commercial general liability insurance with limits not less than \$1,000,000 per occurrence. Such insurance shall include the City and County of Denver, acting by and through its Board of Water Commissioners as additional insured and shall be primary and non-contributing with respect to any insurance or self-insurance program of the Board.
    - 2) Automobile Liability Insurance:  
  
Business automobile liability insurance with limits not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, non-owned and hired vehicles used in the performance of Work under this Agreement.
    - 3) Professional Liability Insurance:  
  
Professional liability insurance with limits not less than \$1,000,000 per claim covering all licensed professionals performing services under this Agreement.
  - C. Other Requirements:
    - 1) Contractor's insurers shall maintain an A.M. Best rating of A-, VII or better.
    - 2) All self-insured retentions or deductibles must be declared and approved by the Board.



GENERAL CONDITIONS  
(continued)

15. INSURANCE: (continued)

- 3) Thirty (30) days' advance notice of cancellation shall be provided to the Board, except for ten (10) days notice for cancellation due to non-payment of premium.

D. Evidence of Insurance:

Contractor shall provide copies of insurance policies upon request of the Board and in redacted form if necessary to protect confidential information.

- E. The Board reserves the discretion to accept alternative types of insurance if the Board deems such alternatives to be sufficiently protective of its interests.

16. RECORDS AND AUDITS: The Contractor shall at all times maintain a system of accounting records in accordance with its normal practice for distributors of industrial chemicals in the United States, together with supporting documentation for all work, purchases, services and billings under this contract.

The Contractor shall make available for audit and reproduction by the Board all records, in whatever form, related to this contract. The Contractor shall provide such availability during the term of this contract and for two years after final payment. The Contractor shall refund to the Board any charges determined by the Board's audit to be inconsistent with this contract.

17. TERMINATION: Contractor shall not have the right of termination. The Board at any time may terminate this contract in whole or in part upon written notice stating the type of termination and the effective date. The Board may terminate for convenience or for default, as described in this paragraph. As used in this paragraph, the word "Contractor" includes the Contractor and his sub-contractors at any tier.

- A. Termination for convenience. If the Board terminates for convenience, it shall pay to the Contractor, as full compensation: (1) the unit or prorated contract price for the performed and accepted portion of the work; and (2) a reasonable amount, as determined by the Board, not otherwise recoverable from other sources, with respect to the unperformed or unaccepted portion of the work. Compensation for termination for convenience shall not exceed the dollar amount of the Contractor's sales to the Board under this contract for the month prior to the termination.

- B. Termination for Default. The Board may terminate this contract for default if the Board in its sole discretion determines that Contractor has failed to comply with the Contract Documents; fails to make progress, so as to endanger performance; acts or fails to act so that it reasonably appears Contractor's future performance is uncertain; or fails to perform the work within the time specified or any written extension; and does not cure such failure within a reasonable period of time after written notice. In the event of termination for default, the Board may purchase replacement services and the Contractor shall reimburse the Board for any excess costs incurred by the Board. The Board shall pay to the Contractor, as full compensation, the unit or pro rated contract price for the performed and accepted portion of the work. Termination for default will result in the removal of the

GENERAL SERVICES  
(continued)

Contractor's name from the approved bid list for two years or a different period of time, at the Board's discretion.

If, after notice of termination for default, the Board determines that the Contractor was not in default or that the Contractor's failure to perform was due to causes beyond the control and without the fault or negligence of the Contractor, the termination shall be deemed for the convenience of the Board per (A) above.

18. ASSIGNMENT AND SUBCONTRACTS: The Contractor may not assign this contract or any right or liability or enter into any subcontract or amend any subcontract without prior written consent of the Board's Representative. If the Contractor subcontracts or assigns any part of this contract, the Contractor shall be as fully responsible to the Board for acts and omissions of a subcontractor as the Contractor is for the acts and omissions of Contractor's own employees.
19. NO THIRD PARTY BENEFICIARIES: This contract shall bind and inure to the benefit of the parties and their respective successors and assigns. This contract is intended to benefit only the parties and neither subcontractors nor suppliers of Contractor nor any other person or entity is intended by the parties to be a third party beneficiary of this contract.
20. CHARTER OF THE CITY AND COUNTY OF DENVER: This contract is made under and conformable to the provisions of the Charter of the City and County of Denver that control the operation of the Denver Municipal Water System, consisting of Article X of the Charter. Insofar as applicable, the Charter provisions are incorporated by this reference and shall supersede any apparently conflicting provisions otherwise contained in this contract.
21. COMPLIANCE WITH LAWS: In performing this Contract, the Contractor shall comply with all applicable laws, rules, and regulations, including, but not limited to, the Colorado Worker's Compensation Act and all federal and state tax laws. The Contractor certifies that it has complied, and during the term of this contract will continue to comply, with the Immigration Reform and Control Act of 1986. The Contractor shall provide to the Board any certification the Board reasonably requests in order to demonstrate the Contractor's compliance with applicable legal requirements. Because the Contractor will be acting as an independent contractor, the Board assumes no responsibility for the Contractor's compliance.
22. VENUE AND GOVERNING LAW: This contract shall be deemed performable in the City and County of Denver, notwithstanding that the parties may find it necessary to take some action outside the City and County. This contract shall be governed by and construed under the laws of the State of Colorado. Any disputes arising hereunder shall comply with the hearing and appeal procedures set forth at Chapter 17 of the Board's Operating Rules, available at [www.denverwater.org](http://www.denverwater.org). If a question arises concerning whether an issue or claim is within the scope of this dispute resolution provisions, such question shall be decided by the hearing officer assigned to the administrative hearing. All disputes of any nature whatsoever, including without limitation claims for additional compensation or extensions of time, and disputes involving claimed breach of or default under the Contract, shall be resolved by this process. The determination of the hearing officer shall be considered a final order and action of the Board and may be reviewed under Rule 106(a)(4) of the Colorado Rules of Civil Procedure in the Denver District Court only.

GENERAL CONDITIONS  
(continued)

23. COLORADO GOVERNMENTAL IMMUNITY ACT: The parties understand and agree that the Board is relying upon, and has not waived, the monetary limitations and all other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101, et seq., as it may be amended from time to time.
24. DELAY BY THE BOARD. If a delay is caused by the Board, without contribution by the Contractor, the time and price of the contract may be adjusted equitably except that the sole remedy of the Contractor shall be limited to any expenditure actually and necessarily caused solely by the delay. The Contractor is not entitled to recover anticipated profits.
25. IMMIGRATION LAWS: The signature of Contractor ("Contractor" herein) on this agreement: (1) certifies that the Contractor is not a natural person unlawfully present in the United States; and (2) also certifies the statements below *if this is a contract for services as "services" are defined in Colo. Rev. Stat. § 8-17.5-102*.
- A. The Contractor shall not:
- (i) knowingly employ or contract with an illegal alien to perform work under this Contract; or
  - (ii) enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- B. The Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program (as defined in Colo. Rev. Stat. § 8-17.5-102), and, if the Contractor is not accepted into the basic pilot program prior to entering into this Contract, the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or this Contract has been completed, whichever is earlier. This provision shall not be effective if the basic pilot program is discontinued.
- C. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
- (i) notify the subcontractor and the Board within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to state law.

GENERAL CONDITIONS  
(continued)

25. IMMIGRATION LAWS: (continued)

E. The Contractor acknowledges that in the event the Contractor violates any of the provisions of the foregoing subparagraphs A – D, the Board may terminate this Contract for breach of contract. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Board.

26. REMEDIES: The rights and remedies of the Board provided under this contract shall not be exclusive and shall be in addition to any other rights and remedies provided by law.

27. INDEPENDENT CONTRACTOR: In the performance of services under this contract, the Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the Board. The Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of the Board.

28. NO UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION BENEFITS: The Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the services for the Board. The Contractor is required to provide workers' compensation and unemployment insurance benefits for its employees and subcontractors.

29. CONTRACTOR'S RESPONSIBILITIES: The Contractor shall consider Board contracts to be a priority responsibility and shall not allow other work to interfere with Board work or response to Board needs. The Contractor must provide a responsible person to respond to Board communications immediately. The Contractor's equipment must not be stored permanently on Board property. The Contractor will be responsible for all damage to Board equipment, materials and property caused by the Contractor or its employees.

30. PAYMENT OF TAXES: The Contractor is solely liable for any federal and state income and withholding taxes, unemployment taxes, F.I.C.A. taxes and worker's compensation payments and premiums applicable to payments from the Board under this agreement. The Contractor shall indemnify the Board for any liability resulting from nonpayment of such taxes and sums.

31. SAFETY AND PROTECTION: The Contractor shall, at its own expense:

A. Provide and maintain proper protection to all material and equipment, including material and equipment furnished to the Contractor by the Board. The Contractor shall protect exterior surfaces of Board property against any defacement which would detract from its appearance.

GENERAL CONDITIONS  
(continued)

31. SAFETY AND PROTECTION: (continued)
- B. Provide all necessary safeguards to protect persons and property generally, and particularly the Board's operating property, since no interruption of water service is permissible, except as expressly authorized by the Board.
  - C. Upon completion of the work, make good all damages, leaving the site in a clean and orderly condition.
  - D. Maintain safe conditions in the various work areas at all times and install barricades and warning devices where required.
32. NONDISCRIMINATION: The Contractor expressly agrees not to discriminate against any employee, applicant for employment, or potential subcontractor or supplier because of race, color, religion, age, national origin, gender, sexual orientation, military status, marital status, or disability. The Contractor shall comply with all applicable state and federal laws with regard to equal employment opportunity.
33. WORKFORCE: The Contractor shall employ only competent, skillful workers to provide services under this contract. Whenever any person shall appear to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work.
34. ACCESS AND SECURITY: The Board shall provide reasonable means of access to all Board locations covered under this contract. The Contractor shall comply with all the Board's access and building security policies.
35. SMALL BUSINESS ENTERPRISES: The Board recognizes the desirability, need and importance to the City and County of Denver of encouraging the development of Small Business Enterprises (SBEs). Although the Board is not currently setting goals for SBE participation, the Contractor agrees to make a good faith effort to involve SBEs in the work if and when the opportunity arises.
36. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Board and Contractor, replaces all prior written or oral agreements and understandings, and may not be altered or amended by bills of lading or the like.
37. FORCE MAJEURE: The parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by natural disasters, flood, fire, war or public enemy. (Economic conditions and labor strikes shall not be considered force majeure events.) If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must provide that the party took reasonable steps to minimize delay or damages caused by the Force Majeure, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of a Force Majeure. In the event a force majeure is declared and in effect for more than ten (10) days, the Board may terminate this Agreement without any further obligation or liability.

SPECIAL CONDITIONS  
FOR  
SECURITY GUARD SERVICES  
Bidders' Proposal No. 12456A

1. GENERAL:

Denver Water is soliciting proposals for security guard services at its facilities within the Denver Metropolitan area.

2. SCOPE OF WORK:

The Contractor will provide all personnel, supervision, equipment, tools, materials and other items necessary to perform Security Guard Services as defined in the Scope of Services.

3. CONTRACT PERIOD:

The Contract shall commence January 1, 2010 and terminate December 31, 2011. Denver Water and the Contractor may mutually review and continue the contract for an additional one-year period at the same terms and conditions.

4. AWARD:

The bidder selected for an award will be the bidder whose bid, as presented in the response to this bid, is the most advantageous to Denver Water. Denver Water is not bound to accept the lowest priced bid if that bid is not in the best interest of Denver Water as determined by Denver Water. In case of discrepancy, price per hour will govern. Denver Water reserves the right to accept or reject any and/or all offers, to waive any and/or all formalities, to clarify any discrepancies in the bid, and to award a contract in the best interest of Denver Water.

Bids may be evaluated using "best value" criteria referenced below:

- A. Hourly rate
- B. Reputation of the Supplier and the Supplier's goods or services
- C. Supplier's past relationship with Denver Water and the City and County of Denver
- D. Delivery dates and information
- E. Business references, and financial statements
- F. Supplier's equipment and facilities
- G. Supplier's use of Small Business Enterprises (SBEs)
- H. Ability to use purchasing cards, EFT, EDI, bar-coding and other relevant business technology
- I. Response time and manpower.
- J. Any relevant factor that a private business would consider in selecting a supplier

SPECIAL CONDITIONS  
(continued)

5. USE OF DENVER WATER COMPUTER AND TELECOMMUNICATIONS RESOURCES:

The Contractor and its employees and agents may have access to and use of the Board's computer or telecommunications resources to fulfill the terms of this Agreement. As a condition of this access and use, the Contractor agrees to abide by all applicable laws and Board policies, including Personnel Policies, Executive Guidelines, and all other policies, procedures, guidelines and standards that relate to the use and security of the Board's computer and telecommunications resources.

The Contractor will not knowingly use or permit the use of the Board's resources for any purposes other than those necessary to perform the Work required under this Agreement. The Contractor will not use any access mechanism that the Board has not expressly assigned to the Contractor or its employees, and will not disclose information concerning access to these resources unless properly authorized to do so by the Board. The Contractor will treat all information maintained on Board computer systems as strictly confidential and will not release information to any unauthorized person.

The Board reserves the right without notice to limit or restrict the Contractor's access and to inspect, remove or otherwise alter any data, file or system resource that may undermine the authorized use of the Board's network computing facilities. Should the Contractor fail to abide by these terms, the Board may immediately terminate this Agreement.

6. SITE INSPECTION:

Arrangements for site inspections may be made by contacting Mr. Craig Austin, Manager of Safety & Security, at telephone 303-628-6319.

7. CONTRACT CHANGES:

In the event requirements at any location should increase or decrease during the contract period, payment for services will be adjusted based on the prices quoted. All contract changes must be in writing from the Manager of Purchasing.

The Contractor will be notified in writing when Denver Water desires to add or delete any location from the contract. Any location added will be at a rate agreed upon by Denver Water and the Contractor.

8. SERVICE CAPABILITY:

The Contractor may be required to furnish proof they are capable of performing the required services by providing references and a list of applicable equipment they own. Denver Water reserves the right to inspect the Contractor's facilities and equipment.

SPECIAL CONDITIONS  
(continued)

9. PRICE ADJUSTMENT:

Prices under this contract are to be firm for the first year.

Price increases or decreases after the first year shall be submitted to Denver Water by the Contractor with appropriate documentation at least 30 days prior to the next applicable period.

Denver Water and the Contractor will mutually agree at the appropriate time as to the format and methodology of determining the documented price adjustments.

Denver Water reserves the right to accept or reject any price adjustments that may apply, and the right to assign an auditor, at its expense, who shall be entitled to certify the accuracy of the price adjustment.

Denver Water's rejection of any price adjustment shall be considered grounds for termination of the contract.

10. CONFIDENTIALITY OF INFORMATION:

The Contractor shall retain in strictest confidence all information furnished by the Board and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. The Contractor shall not disclose such information to others without the prior written consent of the Board's Representative.

11. NONASSIGNABILITY:

The Contractor may not assign the agreement or any right or liability hereunder to another party. All subcontract work must be approved by Denver Water's Contract Representative prior to start of the work.

12. DENVER METROPOLITAN AREA:

The following boundaries will be classified as in the Denver Metropolitan area under the terms and conditions of this contract: Watkins Road to the East (to include Denver International Airport), Lincoln Avenue to the South (South of C-470), Foothills Treatment Plant to the South (West to and including Waterton Canyon), Heritage Road, Highway 93 (to include Ralston Reservoir) to the West and 160th Avenue to the North.



SPECIAL CONDITIONS  
(continued)

13. PAYMENT:

The Contractor shall submit itemized monthly invoices for services to:

Denver Water  
1600 West 12<sup>th</sup> Avenue  
Denver Colorado 80204-3412  
Attention: Purchasing/Craig Austin Mail Code 711

Contract number should be listed on each invoice.

14. CONTRACT REPRESENTATIVE:

Questions or comments concerning this contract shall be directed to Denver Water's Contract Representative, Mr. Craig Austin, Manager of Safety and Security, at 1600 West 12th Avenue, Denver, Colorado 80204-3412 or by telephone at 303-628-6319.

SCOPE OF SERVICES  
FOR  
SECURITY GUARD SERVICES  
Bidders' Proposal No. 12547A

The primary objective of this Contract is to provide a high level of physical security protection for the specified areas. The Contractor shall provide complete and comprehensive security services under this Contract. This shall include complete security coverage and services designed for immediate implementation based on Department of Homeland Security (DHS) defined threat levels, and when initiated by any of the following levels of the Board: Board of Water Commissioners, Manager of the Board, Director of Operations & Maintenance, Superintendent of Water Treatment, Treatment Plant Supervisor, Assistant Treatment Plant Supervisor, Manager of Safety & Security, and Security Guard Supervisor.

For the purposes of this Contract, two security guard distinctions will be made: "Stationary Security Guard," meaning the security guard on duty is assigned to a designated local area; and "Roving Security Guard," meaning the security guard is required to frequently move throughout the designated areas.

The Contractor shall furnish "Roving Security Guard(s)" and/or Stationary Security Guards(s) for each shift. The security guard is primarily responsible for monitoring facility access points and perimeter fence line, and buildings as well as monitoring activity in and around these areas. Routine visual checks shall be made in designated areas throughout the duration of each shift. The security guard is also responsible for monitoring traffic (pedestrian, bicycles & vehicles) that request access to the respective facilities. The majority of the security guard's time is to be spent at the security guard station and perimeter patrols. Restroom breaks must be kept as short as possible.

Periodic unannounced inspections may be made by the Board's Manager of Safety & Security, the Denver Water Security Guard Supervisor and/or their designees to ensure that Contractor personnel are performing in accordance with the Contract provisions.

**\*NOTE\* The following must be provided with the Bidders' Proposal:**

Qualifications: Include number of years in business, number of employees, qualifications of personnel, and resumes of key management.

References: Provide a minimum of two references including contact person, phone number of contact, address description of services performed and date of service. Include local contacts when possible.

Training & Curriculum: Provide detailed documentation of your training requirements and curriculum.

SCOPE OF SERVICES  
(continued)

**DESCRIPTION**

The Contractor shall provide all personnel, supervision, equipment, tools, materials, and other items necessary to perform Security Guard Services as defined in this Performance Work Statement (PWS). The Contractor shall provide security guard service daily at the following locations on the following schedule:

Denver Water Department Recycling Plant  
5650 York Street  
Commerce City, Colorado 80020

Denver Water Foothills Water Treatment Plant  
6730 Rampart Range Road  
Littleton, Colorado 80125

Denver Water Moffat Water Treatment Plant  
10901 West 20<sup>th</sup> Avenue  
Lakewood, Colorado 80215

Denver Water Marston Water Treatment Plant  
6100 W, Quincy Avenue  
Denver, Colorado 80235

Monday through Friday 0600 to 1800 and 1800 to 0600 (2 – 12 hour shifts)  
Saturday & Sunday 0600 to 1800 and 1800 to 0600 (2 – 12 hour shifts)  
Holidays 0600 to 1800 and 1800 to 0600 (2-12 hour shifts)

The Contractor shall also provide relief security guard personnel as needed on a scheduled basis at the following locations:

Denver Water Administration Building and Westside Complex  
1600 W. 12<sup>th</sup> Avenue  
Denver, Colorado 80204

Monday through Friday 0600 to 1500, 1500 to 2300 and 2300 to 0600 (3 -8 hour shifts)  
Saturday and Sunday 0600 to 1500, 1500 to 2300 and 2300 to 0600 (3 -8 hour shifts)  
Holiday's 0600 to 1500, 1500 to 2300 and 2300 to 0600 (3 -8 hour shifts)

**Holiday Dates:**

New Year's Day – 1<sup>st</sup> of Jan  
Martin Luther King Day – 3<sup>rd</sup> Monday in January  
President's Day – 3<sup>rd</sup> Monday in February  
Memorial Day, Monday – Last Monday in May  
Independence Day – July 4<sup>th</sup>  
Labor Day, Monday – First Monday in September  
Thanksgiving Day – Fourth Thursday in November  
Christmas Day – December 25

## SCOPE OF SERVICES (continued)

### **CONTRACTOR RESPONSIBILITIES**

**Work Hour Restrictions:** No employee may work more than sixteen (16) consecutive hours in any one (1) twenty-four (24) hour period, or for more than seven (7) consecutive days without a full twenty-four (24) hours off, unless the Contractor has prior approval from the Board.

**Employee Standards:** The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity, and shall be responsible for taking such disciplinary actions with respect to employees as may be necessary. The Contractor will remove, within a reasonable time, any employee deemed by the Board to be unfit to perform assigned tasks. No such removed employee will be employed at any other site operated or controlled by the Board without written authorization from the Board.

**Contractor Liaison:** Prior to the commencement of the contract, the Contractor will designate for the Board's approval a management level employee who will be responsible for the efficient execution of this contract, regularly visiting the locations, and serving as a liaison between the board and the contractor's employees.

**Licenses/Certificates:** The signed Contract must be accompanied by a copy of all appropriate licenses and certificates. The Contractor shall have been in the police services business in the State of Colorado for no less **than five (5) consecutive years prior to contract award date.**

**Administration:** The Contractor will maintain, and continue to maintain during the duration of the contract, an office sufficiently staffed in order to: (1) provide and maintain administrative, operational and logistical support to the Board according to the requirements of this specification, (2) produce billing and payroll on a local basis, and, (3) provide a manager in addition to the senior manager of the local operation. The manager will have been employed in the police services business for no less than five (5) years prior to award of Contract.

**Training:** The Contractor must currently have in operation and maintain minimum basic training requirements and continuous in-service training for contractor security guard personnel. Curriculum requirements and hours of training should be established. In-service training should include the following element topics:

- a. Nature and Role of Security Private Security Officers
- b. Legal Limitations of Security Guards
- c. Firearms
- d. Crowd Control
- e. Use of Force
- f. Observation and Incident Reporting
- g. Emergency Response Procedures
- h. Principles of Communication
- i. Principles of Access Control
- j. Job Assignment and Post Orders
- k. First Aid

## SCOPE OF SERVICES (continued)

**Additional Training:** Additional training in the following areas is also recommended:

- a. Employer Orientation and Policies
- b. Workplace Violence
- c. Labor Relations

**Personnel Screening:** The Contractor shall investigate each security guard to verify that he/she is of good character, has a satisfactory reputation, and is suitable for employment. The Contractor may not begin work under this Agreement until it verifies that each of the employees who will be using Board computers, will operate Board vehicles and/or equipment, or who will have regular, unescorted access to Denver Water property have: 1) passed a drug and alcohol screening test that meets State of Colorado requirements; and 2) no felony or other convictions for a crime involving theft, violence, dishonesty, moral turpitude or engagement in any other activity that could reflect adversely on Denver Water or create an unnecessary risk to coworkers or customers. Such background checks must be performed in each state or country of residence of Consultant's employees within the past year.

**Additional Security Guard Service:** In the event of a serious incident, emergency situation, or heightened national, state or local security level occurs, the Board's Manager of Safety & Security or anyone he has designated in writing may require additional security guard service personnel at any or all of the facilities listed above.

Payment for these extra services ordered will be made at the same rate in effect at the time these services are performed. Additional security guards provided by the Contractor shall be subject to the same personnel requirements as the Contractor's regular security guards.

**Supervisory Security Guard:** The Contractor shall designate in writing a Supervisory Security Guard and an alternate who shall have full authority to act for the Contractor. The Supervisory Security Guard shall be responsible for all security guards under this Contract. The Supervisory Security Guard shall provide the Board's Manager of Safety & Security with contact information such that the Board may contact the Supervisory Security Guard at any time twenty-four (24) hours per day, seven (7) days per week.

The Supervisory Security Guard shall meet with the Board's Manager of Safety & Security or anyone he has designated in writing on a quarterly basis. Quarterly meetings will be held at the Denver Water Administration Building, 1600 W. 12<sup>th</sup> Avenue, Denver, Colorado 80204. Inspection reports and performance will be discussed as a minimum.

**Standards of Conduct:** Security guards will conduct themselves in a manner that will present an appearance of professionalism to the public. The reading of magazines, newspapers and eating food will be limited to break times. Security guards shall take breaks in an area away from the duty area in order to avoid appearances to the public that they are not performing their duties.

## SCOPE OF SERVICES (continued)

Security guards will provide answers to questions directly from the public to the extent they are knowledgeable. If the security guard is unable to respond to a question, then he/she is to direct the visitor to a Board employee. All contact with the public shall be courteous and helpful. Security guards will not be allowed to receive personal visitors while on duty.

The Board's Manager of Safety & Security may require the Contractor to remove from work any employee that the Board deems incompetent, unqualified, irresponsible, careless, or otherwise objectionable. Complaints from either the public or the Board concerning a security guard's behavior may be cause for the Contractor to invoke such removal.

All security guards are identified as key personnel in this Contract. They are considered to be essential to the work being performed herein. If key personnel are found to devote less effort than anticipated at the time of the Contract award or are performing unsatisfactorily, the Board's Manager of Safety & Security or anyone he has designated in writing may direct replacement of such personnel, a Contract modification, or Contract termination as appropriate.

**Dispatch Facilities:** The Contractor will maintain central communication dispatching facilities operated by Contractor's unallocated personnel twenty-four (24) hours per day, seven (7) days per week.

## **CONTRACTOR RECORDS**

The Contractor will maintain the following records during the term of this Agreement and for two (2) years thereafter. No individual employee of Contractor shall begin work under this Contract until all records are in place for that individual.

1. Copies of proof of successful firearm training from a certified Colorado Police Academy, another state's police academy or equivalent civilian certification. Evidence of training will be documented by the Contractor and maintained during the life of this Contract.
2. Colorado "Class R" driver's license to operate a motor vehicle.
3. Any documentation of security education or related security training.
4. Personnel records on each employee that will work on DW sites:
  - a. individual performance record
  - b. application and supplemental data
  - c. individual training
  - d. photograph
  - e. one (1) set of fingerprints
  - f. proof of license or qualifications as a Security Guard as applicable in respective local jurisdiction.

## SCOPE OF SERVICES (continued)

### **CONTRACTOR SUBMITTALS**

During the term of this Contract, Contractor shall submit the following materials to Denver Water according to the identified schedules:

1. Operational records to include:
  - a. weekly location schedules
  - b. payroll records on all employees working at Board locations
  - c. invoices by billing period.
2. At least five (5) days prior to arriving at the worksite, submit a list of all Contractor employees who will be on site. For each employee, identify full name (First, Middle, Last); date of birth; place of birth; place of residence; current nationality if not United States citizen; passport number; passport issuing country, U.S. visa classification; driver's license number and issuing state; social security number; and a color copy of current government-issued photo ID.
3. At least five (5) days prior to arriving at the worksite, submit a list of all vehicles and equipment (including personal and delivery vehicles) to be brought to the worksite. For each vehicle and piece of equipment, identify the year, make, model, and color. Provide license plate numbers and state of issuance when applicable.

### **QUALIFICATIONS OF CONTRACTOR EMPLOYEES**

Each employee of the Contractor on site must:

1. Security guards provided by the Contractor must be employees of the Contractor;
2. Must be 21 years of age;
3. Have no prior felony convictions;
4. Be able to perform the essential functions of the job to include, but not limited to walking, running, climbing stairs, etc;
5. Be a high school graduate or be capable of performing the following functions within the context of the English language:
  - a. Reading and understanding all regulations, written orders, instructions, and material necessary to satisfactorily perform the required security functions;
  - b. Effective written communication in order to compose and maintain, for example, written reports and records that will convey complete information, and
  - c. Effective verbal communication to express ideas and be understood.

## SCOPE OF SERVICES (continued)

Each employee of the Contractor on site must have the following minimum training:

1. Prior to assignment to a Board location, a thorough briefing of:
  - a. Nature and Role of Security Private Security Officers
  - b. Legal limitation of security guards,
  - c. Firearms
  - d. Use of Force
  - e. Crowd Control
  - f. Observation and Incident Reporting
  - g. Principles of Communication
  - h. First Aid
  - i. Board requirements contained "Duties of Security Guards" portion of the Statement of Work.
2. New or Follow-up refresher on-site training in accordance with agreed-upon standards for each individual position.
3. **Firearms Training and Qualifications Standards. The Contractor must adhere to "The Private Security Selection and Training Guideline" developed by the Private Sector Liaison Committee (PSLD) of the International Association of Chiefs of Police (IACP) and "The Private Security Selection and Training Guideline" developed by ASIS International (ASIS):**
  - a. Security guards are required to possess the proper authority to carry the weapon(s) carried during their tour of duty.
  - b. Each security guard will receive a minimum of four (4) hours of classroom training in the safe handling and discharge of a firearm. This training will also include the legal and moral aspects of the use of all types of firearms which they may be authorized to carry and will be relevant to the security guards' assignment. Each security guard must qualify at least semiannually with each firearm(s) carried while performing duties pursuant to this Contract. The qualification course shall consist of a course of fire defined by state statute, or in the absence of such state mandate, similar in scope and difficulty to that used by law enforcement agencies in the area. A minimum passing score of 70% is required for successful qualification. A written record of qualification dates and results shall be maintained by the contractor for all security guards assigned pursuant to this Contract and such records shall be maintained for the life of this Contract.

### **CONTRACTOR FURNISHED MATERIALS**

The Contractor shall furnish and maintain in an acceptable condition all equipment, materials, and supplies necessary for the performance of this Contract including the following:

1. The Contractor will provide Board-approved, written, general and specific post orders to all security guards and recommend new and revised security procedures to the Board.



## SCOPE OF SERVICES (continued)

2. Badges and uniforms for all security guards, including a name tag with the security guards' first and last names to be worn on the uniform shirt. The uniforms shall be of a type such that they clearly distinguish the wearer as a member of a protective service. Standard street clothing is not acceptable.
3. Flashlights, batteries, and replacement parts.
4. Inclement and foul weather clothing.
5. Firearms and ammunition. NOTE: Limited to Handguns and Shotguns
  - a. Handguns: No revolver, pistol or ammunition less than .355 caliber is authorized. Only new, commercially manufactured cartridges will be used for qualifications and duty use. Bullet weight and style will be at the discretion of the Contractor and will be of a type normally used by law enforcement agencies. Ammunitions carriers will be of a type, style, and quantity normally worn by law enforcement patrol officers.
  - b. Shotguns: Riot type with rifle sights, 12 gauge, 18-20" barrel, with twin slide bars. Only new commercially manufactured cartridges will be used for qualification and duty use. No smaller than number 4 buckshot or rifled slug may be used. Ammunition carriers will be of a type, style, and quantity normally worn by law enforcement officers.

### **POST AWARD ORIENTATION CONFERENCE**

A post award orientation conference will be held no later than forty-eight (48) hours following Contract award, at which time the Contractor will provide the following:

1. A list of all other personnel to be employed in the performance of this Contract, including full names, addresses, and telephone numbers.
2. Contractor's proposed training schedule: List of the kinds of training to be provided during the year; dates of the training; and list of personnel to be trained.
3. The conference will address the details of Contract performance, both technical and administrative. The conference will be held at the Denver Water Administration Building, 1600 W. 12<sup>th</sup> Ave., Denver, CO 80204. The following Contractor personnel shall be in attendance at this conference: The firm's owner or project manager (the person in overall charge of the administration of this Contract), and the Supervisory Security Guard working under this Contract.

### **DUTIES OF SECURITY GUARDS**

1. Protect life and protect property from sabotage and trespass.
2. Guard and protect the Board's property, materials and equipment from potential loss, theft and sabotage.
3. Make assigned patrols.
4. Report evidence of fire, recognized safety hazards, and/or security related problems or threats.
5. Perform other security functions or duties which are determined essential to ensure satisfactory accomplishment of the security guard service.

## SCOPE OF SERVICES (continued)

6. Wear uniform which clearly identifies the security guard by name and as a security person.
7. Vary the schedule to make the checks as random as possible.
8. Check all vehicles entering restricted area for security.
9. Check on all employees in or around the associated facilities for their safety. Make your presence known in a cordial and unobtrusive manner.
10. The security guard will proceed throughout the designated areas and will ensure no unauthorized personnel enter the restricted areas. Board personnel will notify the security guard in advance if they must enter any restricted areas. Board personnel will present official identification to the security guard. The security guard will check all assigned areas for anything unusual and report all incidents to the Site Supervisor or designated personnel.
11. Officers must record all activity on the Daily Log Sheets located in the security shack.
12. The security guard will observe all persons in the immediate area(s), ensuring that no person(s) bring unauthorized articles that could contain explosives or other devices which might damage the facility or harm people. Any approaching visitors shall be advised that loitering in the area is not permitted. Anyone refusing to leave the area will be warned of impending arrest, and the local law enforcement officials will be notified immediately.
13. The security guards will record if possible, the name and a description of the individual(s)' motor vehicle license plate and any other relevant details of the suspicious person's activities. Information concerning suspicious activity will immediately be provided to the Site Supervisor. Anyone illegally entering a restricted area is subject to search, including their person, motor vehicle, backpacks, bags, etc. Anyone on official business or with other persons on official business with a valid reason for taking a large object onto the facility must agree to an open bag inspection prior to being allowed to proceed into the restricted areas. The security guards are expected to use good judgment on individual cases and may refer such cases to the Site Supervisor for a final decision.
14. The security guard will contact the Site Supervisor or designated personnel upon reporting for duty. The Site Supervisor or designated personnel will be notified each shift/day and will be provided with the names of the opening and closing security guards for that shift/day. The security guard will receive briefings from the Site Supervisor or designated Board representative when threat levels change or special circumstances warrant a deviance from any established routine.
15. Initiate periodic communications and status check-in with Site personnel.
16. Security guards must be back at the security post for shift changes unless arrangements are made to perform shift change at another location.
17. Security guards are responsible for passing on any pertinent information to their relief security guard before leaving their post.
18. Security guards are responsible for reporting for duty in time to relieve the previous security guard. No security guard can leave his/her post unattended. If the relief security guard does not report on time, he/she must immediately notify the Supervisory Security Guard who will provide a replacement. He/she must not leave the post until relief personnel have arrived.
19. Security guards are responsible for contacting the Supervisory Security Guard or temporary designee if he/she has an emergency and cannot work the assigned shift.

SCOPE OF SERVICES  
(continued)

20. Security guards are responsible for diffusing any minor conflicts or misunderstandings while on duty. Such circumstances must be reported to the Supervisory Security Guard within twenty-four (24) hours. Written communication must be left in the security post of any decisions made regarding these situations. This is to ensure that all security guards are consistent regarding interactions with the Board's contractors, visitors, or the public.
21. Officers must record all activity on the Daily Log Sheets located in the security shack and promptly advise the designated Denver Water Site Supervisor of all incidents that occur during their tour of duty.

Denver Water Recycling Plant Supervisor:		Denver Water Recycling Plant Assistant Supervisor	
<b>Russell Plakke</b>		<b>Chance Green</b>	
Phone Number	303-634-3422	Phone Number	303-634-3421
Cell Number	303-994-6605	Cell Number	303-994-5343
Pager Number	303-890-7190	Pager Number	303-206-5906

Denver Water Foothills Water Treatment Plant Supervisor:		Denver Water Foothills Treatment Plant Assistant Supervisor:	
<b>Jan Cranor</b>		<b>Edward Rubenstein</b>	
Phone Number	303-628-6352	Phone Number	303-634- 3501
Cell Number	303-994-6600	Cell Number	303-901-9645
Pager Number	303-851-3562	Pager Number	303- 970-2227

Denver Water Moffat Treatment Plant Supervisor:		Denver Water Moffat Treatment Plant Assistant Supervisor:	
<b>Zackery Alabbasi</b>		<b>Randy Slocum</b>	
Phone Number	303-237-0826	Phone Number	303-237-0826
Cell Number	303-434-6166	Cell Number	303-434-6218
Pager Number	303-207-0784	Pager Number	303-205-4537

Denver Water Marston Water Treatment Plant Supervisor:		Denver Water Marston Treatment Plant Assistant Supervisor:	
<b>Peter Muncaster</b>		<b>Melosina Dreher</b>	
Phone Number	303-628-6352	Phone Number	303-628-3713
Cell Number	303-994-6600	Cell Number	303-994-6588
Pager Number	303-851-3562	Pager Number	303-890-0507

SCOPE OF SERVICES  
(continued)

Denver Water Administration and Westside Complex - Manager of Safety and Security:		Denver Water Administration and Westside Complex – Security Supervisor:	
<b>Craig Austin</b>		<b>Loren Boydston</b>	
Phone Number	303-628-6319	Phone Number	303-628-6305
Cell Number	303-994-6776	Cell Number	303-961-7298
Pager Number	303-855-1678	Pager Number	N/A

22. Security guards must keep gates closed and locked at all times. The only change to this mission is at the request of designated Denver Water Site Supervisor or respective personnel listed above. The security guard must remain vigilant regarding traffic entering and leaving Denver Water facilities and those vehicles and pedestrian noted on or near the perimeter of the respective sites.
23. DW Security Policies **require** that all pedestrians and vehicles be stopped to allow the security officer to check access authorization and perform a general security inspection of the individual and/or vehicle.
24. Security guards must request identification from everyone entering Denver Water facilities. Over time, security guards will readily recognize plant personnel; nonetheless security guards must ask for identification. Board personnel are aware of this procedure and will expect the request from the security guard.
25. In the event of an emergency, such as personnel injuries, chemical spill, leakage, fire or other suspicious incidents that may indicate outside tampering, etc., officers will report to and remain in the officer shack.
26. Officers should always remember that in the case of possible tampering and terrorist activities, diversion might be used to distract security.
27. The security guard will document persons or motor vehicles observed near any restricted area. All documented observations will be provided to the Board's Manager of Safety & Security, Site Supervisor or Security Guard Supervisor on an end-of-shift or daily basis. Any vehicles parked on or near gates and perimeter will be immediately investigated by the security guard and appropriate action taken.
28. In the event of a disturbance, the security guard will immediately report the disturbance to the Site Supervisor, Manager of Safety & Security or Security Guard. If in the opinion of the security guard, the situation cannot be controlled by persuasion, the security guard will ask the person(s) causing the disturbance to leave the area. Should the person(s) refuse to do so; the security guard will keep them under observation and immediately call local law enforcement. A follow-up call to report the activity to the Site Supervisor, Manager of Safety & Security, or Security Guard Supervisor will be made at the safest and earliest available time. The security guard will make every effort to maintain continuous contact with the Site Supervisor until law enforcement assistance arrives.

SCOPE OF SERVICES  
(continued)

**Local Law Enforcement Assistance:** If the assistance of local law enforcement is appropriate, call:

Denver Police Department  
1331 Cherokee St.  
Denver, Colorado 80204  
Phone Number: 911

Lakewood Police Department  
480 S. Allison Parkway  
Lakewood, Colorado 80226  
Phone Number: 911

Commerce City Police Department  
5291 East 60<sup>th</sup> Avenue  
Commerce City, Colorado 80022  
Phone Number: 911

Douglas County Sheriff Department  
4000 Justice Way  
Castle Rock, Colorado 80104  
Phone Number: 911

**Violent Acts:** In the event of an act or potential act of violence, the security guard will:

1. Request or remove all other non-involved persons from the area,
2. Request law enforcement assistance, and
3. Use physical restraint only if necessary to protect himself/herself or the life and safety of others.

**Use of Force:** The security guards assigned pursuant to this Contract must comply with Section 18-1-704, 704.5, 705, 706 of the Colorado Revised Statutes, as it may be amended from time to time.

**Threats:** In the event that a threat is made or an incident is suspected that could affect the physical infrastructure at a water treatment facility or its employees, or affect the quality of the product delivered by Denver Water to its customers, the "Threat Response Plan" will be followed. If you receive a threatening phone call or any other indication of a threat, obtain and record as much information as possible. A key part of the "Threat Response Plan" is the "Threat Assessment Call Sheet". It will assist you in effectively capturing pertinent information about a received threat. Immediately notify the Site Supervisor or other personnel and provide details of the incident.

## SCOPE OF SERVICES (continued)

### **Patrol & Shift Reports:**

1. All restricted areas that have road, gate, and barrier closures will be physically checked throughout the shift by the security guard. Check all areas to ensure that no unauthorized persons, motor vehicles, boats, ATVs, or suspicious articles are present. Report all items of a suspicious nature to the Site Supervisor who in turn will notify local law enforcement and Manager of Safety & Security. Incidents of a significant nature will be documented and forwarded at the earliest opportunity on an Incident Report.
2. One security guard report will be completed for each shift for each area; the following information will be entered on the report:
3. Arrival and departure times of the security guard.
4. Detail all unusual and or suspicious occurrences or problems (individuals observed, suspicious activities, suspicious motor vehicles)
5. Specify security-related problems, lights or other security related items not functioning
6. Detail the security closure of the restricted locations, (buildings, roads, etc.)
7. A copy of the shift reports will be submitted to the Site Supervisor, Security Guard Supervisor or the Manager of Safety & Security during the normal business week and at the beginning of the first business day following any weekends or holidays.
8. Reports will be retained by the Contractor in a hardbound log at the designated facility security guard station during each shift or work day.

### **DAYSHIFT                      0600-1800**

The primary objective for dayshift officers is to monitor traffic and people entering the plant site. The majority of the officer's time is to be spent in the officer shack. Leaving for restroom breaks is permitted, but must be kept as short as possible.

### **NIGHTSHIFT                      1800-0600**

There are several objectives for the nightshift officers:

- Monitor the entire fence-line perimeter of the plant site. Officers are to check the perimeter fencing at least every hour via car and/or on foot. Vary the schedule to make perimeter checks as random as possible.
- Check the outside backup generator housing for any tampering.
- Check all vehicles for security.
- Check on all employees in all buildings for their safety. Make your presence known in a cordial and unobtrusive manner.
- Officers must be back on the gate post no later than 0500.

SCOPE OF SERVICES  
(continued)

**BOARD FURNISHED MATERIALS AND RESPONSIBILITIES**

**Facilities:** The Board will provide reasonable security guard quarters and restroom facilities.

**Keys & Access Cards:** The Board will furnish keys and/or access cards as applicable for each area. The Contractor employee will be responsible for giving the key(s) and/or card(s) to the security guard for the next shift. The Contractor shall assure that no Board keys are lost, duplicated, misplaced, used by unauthorized persons, or used by Contractor employees to give unauthorized persons access to secure areas.

The Board will require reimbursement for keys lost by the Contractor. The Contractor will be charged \$100.00 for any lost key or card. If a master key is lost or duplicated for the Contractor, the Contractor shall provide reimbursement for replacement of all elements of that system. Locksets and cores shall be replaced as master keyed by the manufacturer. All keys are affixed with a number, and the pieces of any broken keys shall be returned to the Board prior to the issuing of replacements. Security guards no longer employed on this Contract must return their keys to the Board's Manager of Safety & Security within twenty-four (24) hours of dismissal or change of station. If the keys are not returned, the Contractor may be liable for replacement of all locksets and cores.

**Motor Vehicles:** Denver Water will provide Motor Vehicles for routine patrols: A 4-Wheel drive vehicle suitable for rough mountain terrain is required during winter months for roving security guards. All vehicles used in the performance of this Contract have markings clearly distinguishing it as a Denver Water Security Vehicle. Unmarked vehicles are not acceptable.

**Communications:** Denver Water will provide a two-way communication system between the security guard and the Site Supervisor or other designated personnel. The communications system shall provide reliable communications at all times and at all locations while the security guard is on duty. Cellular telephones and radios may not provide reliable service at all times and at all locations; however satellite phones may. The Board will provide a demonstration of the communications system to the Contractor for acceptance.

BILL OF MATERIAL  
FOR  
SECURITY GUARD SERVICES  
Bidders' Proposal No. 12547A

Item No.	Description	Unit Price
1.	Price per officer per hour	Submit Pricing electronically
2.	Price per officer per hour for overtime/holidays	Submit Pricing electronically

As per page 18, Scope of Services, provide (electronically or hard copy) Qualifications, References and Training & Curriculum.

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Any exceptions to Denver Water's Terms and Conditions, including submission of supplier's Terms and Conditions, may be grounds for rejection of the bid proposal.

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Are you CERTIFIED by: Denver Office of Economic Development (City and County of Denver), Women Business Enterprise National Council (WBENC), Rocky Mountain Minority Supplier Development Council (RMMSDC) or the Small Business Administration (8a) as a SMWBE?

Yes ☐ No ☐ If yes, provide certificate with bid response.

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Does your company accept payment in the form of a credit card (CC)?

YES ☐

NO ☐

If yes, what are the payment terms? \_\_\_\_\_

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Is there a percent off unit price for early CC payment?

YES ☐

NO ☐

If yes, percent off unit price \_\_\_\_\_%



BILL OF MATERIAL  
(continued)

REMARKS (For Any Clarification): \_\_\_\_\_

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PROPOSAL  
FOR  
SECURITY GUARD SERVICES  
Bidders' Proposal No. 12547A

The undersigned bidder, \_\_\_\_\_,  
(Name of Firm)

("Contractor"), hereby offers to supply to the City and County of Denver, acting by and through its Board of Water Commissioners ("Board"), the services and materials set forth in the BILL OF MATERIAL and SPECIFICATIONS in accordance with the terms and conditions contained in the Contract Documents.

1. The Contract Documents, incorporated herein by reference, consist of the Invitation for Bids, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Bill of Material, Proposal, TIN, Acceptance and any addenda issued by the Board. No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

2. The price offered to supply the services and materials set forth in the BILL OF MATERIAL and the SPECIFICATIONS is the amount set opposite each item listed on the BILL OF MATERIAL, with a total price of \_\_\_\_\_ for all items bid. A cash discount of \_\_\_\_\_ % is available upon the following conditions:

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3. The Board will pay for all items purchased as set forth in the General Conditions.

4. The Contractor shall deliver all items purchased under the Contract in accordance with the General Conditions.

Proposal  
(continued)

IN WITNESS WHEREOF this proposal is made this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_:

Name of Firm: \_\_\_\_\_

By signing below, the signer certifies that he or she is authorized to accept and bind the Contractor to the terms of this Proposal and the Contract.

By \_\_\_\_\_  
(Signature of Authorized Agent)

\_\_\_\_\_  
(Print or Type Name of Authorized Agent)

Permanent mailing address of Authorized Agent:

Telephone No. \_\_\_\_\_

\_\_\_\_\_  
Street address or P.O. Box

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Bidder's status: Individual/sole proprietor

Corporation of the state of \_\_\_\_\_

Partnership or joint venture

Other \_\_\_\_\_

Owner of Firm: \_\_\_\_\_

BOARD'S ACCEPTANCE  
FOR  
SECURITY GUARD SERVICES  
Bidders' Proposal No. 12547A

The CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS, hereby accepts the offer of:

\_\_\_\_\_  
(Name of Firm)

Check:

- ☐ Individual/sole proprietor
- ☐ Corporation
- ☐ Partnership
- ☐ Small Business Enterprise (Certified SBE)
- ☐ Other \_\_\_\_\_

To provide those items listed in the BILL OF MATERIAL under the terms and conditions contained in Contractor's BIDDER'S PROPOSAL. The purchase price shall be the amount set opposite each item listed on the BILL OF MATERIAL THAT HAS BEEN MARKED WITH THE ACCEPTANCE STAMP of the BOARD OF WATER COMMISSIONERS, for a total purchase price for all items of:

\_\_\_\_\_ dollars.

Dated at Denver, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY AND COUNTY OF DENVER  
Acting By and Through Its

**BOARD OF WATER COMMISSIONERS**

By \_\_\_\_\_  
Andy T. Spaulding  
Manager of Purchasing

REGISTERED AND COUNTERSIGNED:  
AUDITOR, CITY AND COUNTY OF DENVER

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