

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2013

COUNCIL BILL NO. CB13-0485
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, & SUSTAINABILITY

A BILL

For an ordinance approving a proposed Contract between the City and County of Denver and ACS Transport Solutions, Inc. for technical maintenance services for public and employee parking lots at Denver International Airport.

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Contract between the City and County of Denver and ACS Transport Solutions, Inc. (201309652) in the words and figures contained and set forth in that form of Agreement available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 2013-0623, is hereby approved.

COMMITTEE APPROVAL DATE: July 25, 2013

MAYOR-COUNCIL DATE: July 30, 2013

PASSED BY THE COUNCIL: _____, 2013

_____ - PRESIDENT

APPROVED: _____ - MAYOR _____, 2013

ATTEST: _____ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2013; _____, 2013

PREPARED BY: John M. Redmond, Assistant City Attorney *JR* DATE: August 1, 2013

Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Douglas J. Friednash, City Attorney for the City and County of Denver

BY: _____, Assistant City Attorney DATE: August 1, 2013

CONTRACT
FOR
PARKING AND GROUND TRANSPORTATION
REVENUE CONTROL SYSTEMS
MAINTENANCE AND SUPPORT SERVICES
AT
DENVER INTERNATIONAL AIRPORT

BETWEEN

THE CITY AND COUNTY OF DENVER

AND

ACS TRANSPORT SOLUTIONS, INC.



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Exhibit A. Scope of Work Error! Bookmark not defined.

Exhibit B. STANDARD OPERATING PROCEDURES Error! Bookmark not defined.

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EXHIBIT E. PERFORMANCE BOND..... Error! Bookmark not defined.

CONTRACT

THIS **CONTRACT**, is made and entered into as of the date stated on the signature page ("Effective Date"), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **ACS TRANSPORT SOLUTIONS, INC.**, a corporation formed under the laws of the state of Georgia and authorized to do business in Colorado ("Contractor"), Party of the Second Part

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and

WHEREAS, the City owns and operates at the Airport a Parking and Ground Transportation Revenue Control System ("PGTRCS"), consisting of mechanical, electrical and electronic hardware and computer software, and also owns and operates at the Airport a Garage Level Count and Sign Control System ("Count System"); and

WHEREAS, the City desires to obtain professional and technical support services for the maintenance and operation of the PGTRCS and the Count System in order to assure their satisfactory operation and to avoid disruptions in the Airport's parking and ground transportation facilities operations; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide such services to the City at the Airport;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1 — DEFINITIONS

As used in this Contract, unless the context requires otherwise:

1.01 AIRPORT; DIA

"Airport" or "DIA" means Denver International Airport.

1.02 CONTRACT ADMINISTRATOR

"Contract Administrator" means the person designated by the Manager of Aviation to perform day-to-day administration of this contract for the City. The Contract Administrator designated for this Contract is the City's Assistant Deputy Manager of Aviation/ Landside Services ("Assistant Deputy Manager"), or her designee. The Manager or Deputy Manager may from time to time designate a substitute or successor Contract Administrator by written notice to the Contractor.

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

"Contractor employee" or "Contractor personnel" shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 MANAGER

"Manager" means the Manager of Aviation.

1.05 STANDARD OPERATING PROCEDURES: SOPS

“Standard Operating Procedures,” “SOPs” or “Operating Procedures” means procedures issued to the Contractor by the Contract Administrator pursuant to Section 2, which sets forth detailed procedures or requirements for specific portions of the Contractor's work hereunder.

SECTION 2 — SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for providing services at Denver International Airport as described in **Exhibit A** “Scope of Work”, which is attached hereto and incorporated herein by reference, and in accordance with the terms and conditions of this Contract. The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services, except for the equipment and facilities that are specified in this Contract as being the responsibility of the City. The Contractor agrees to provide onsite at Denver International Airport and to maintain in stock throughout the term of this Contract, as it may be extended from time to time, each of the spare parts set forth in the attached **Exhibit C**, “Spare Parts List,” which is incorporated herein by this reference. The parties agree this Contract is non-exclusive and the City reserves the right to purchase the same services and materials through other procurements.

2.02 MANNER OF WORK

The Contract Documents show the general outlines and details of the work encompassed by this Contract. All work under the Contract shall be performed in all respects in strict compliance with the requirements of the Contract Documents. All provisions of the Contract Documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all.

The Contractor shall faithfully perform the work required under this Contract in accordance with standards of care, skill, training, diligence and judgment provided by competent professionals who perform work of a similar nature to the work described in this Contract.

2.03 STANDARD OPERATING PROCEDURES

It is the general purpose of the City in entering into this Contract to make available to the public a high level of service in the Airport's parking and ground transportation facilities. To this end, the City shall prepare and provide to the Contractor written operating procedures, job descriptions and standards of performance with which the Contractor and its agents and representatives shall comply strictly in the performance of this Contract. The current form of said procedures and standards is set forth in the attached **Exhibit B**, “Standard Operating Procedures, Parking and Ground Transportation Revenue Control System, Denver International Airport” hereinafter referred to as “SOPs”, which exhibit is incorporated by reference herein. The term “SOPs” includes all materials designated as exhibits and appendices in Exhibit B, as it may be revised from time to time by the City. The Contractor understands and agrees that the Manager of Aviation or his/her successor in function, in his sole discretion, may amend, alter or change the SOPs; any such amendment, change or alteration will not require formal amendment to this Agreement.

The Contract Administrator shall from time to time issue to the Contractor written Standard Operating Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the Contractor's work hereunder. By way of example, an Operating Procedure may address processing of transactions, the content of and schedule for various reports, operational requirement for the Parking and Ground Transportation Revenue Control System hardware and/or software, and response to incidents. The Standard Operating Procedures shall not materially change the specifications

or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with then existing conditions. The Contractor shall comply with the Standard Operating Procedures which are in effect at any time. The Contract Administrator may amend or rescind any Operating Procedure by notice in writing to the Contractor. The Contractor shall comply with the Standard Operating Procedures attached to this Contract as **Exhibit B** until such time, if any, as it is amended or rescinded.

In addition to issuing, amending or rescinding Standard Operating Procedures, the Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing. In no event will the monthly fee paid to the Contractor be adjusted for such changes.

2.04 COORDINATION AND LIAISON

The Contractor agrees to perform its work under this Contract in accordance with the operational requirements of the City's municipal Airport system, and all work and movement of personnel or equipment on areas included within the Airport site shall be subject to the regulations and restrictions established by the City or its authorized agents. The Contractor agrees that during the term of this Contract it shall coordinate its work with any interested City agency, any person or firm under contract with the City, and with other governmental agencies which are affected by or interested in any part of the services the Contractor performs under this Contract.

2.05 SOFTWARE LICENSES

- A. **DEFINITIONS:** For purposes of this Section 2.05, the following terms have the meanings set forth below:

"Licensed Software" and "Software" refer to each of the computer software products provided by the Contractor to the City. Each Software product consists of both computer software and software documentation (e.g., user manual, technical manual, systems manual, keyboard function strip, and like items). Additions, corrections, updates and enhancements of a Software also fall within the definition of Software. Software refers both to the intangible information comprising the product and, as the context requires, every copy of the information.

"Use" means copying all or any portion of the Licensed Software from storage units or media into a CPU or using any Licensed Software in the course of the operation of any CPU or in support of the use of any CPU or Software, or photocopying any portion of the Software as defined above.

"End User" means a company, firm or individual whose only purpose in obtaining Software is for its own in-house use. Persons providing data processing services commonly known in the industry as Time Sharing or Service Bureaus, or persons intending to resell, trade or barter in the Licensed Software are explicitly excluded from End User status.

- B. **GRANT OF LICENSE:** Upon delivery of the Licensed Software by the Contractor and payment by the City, the Contractor grants to the City a non-exclusive, non-transferable, revocable license to use the Licensed Software, which license may be revoked upon the City's failure to pay the Contractor as required herein.

- C. **SCOPE OF LICENSE:** In implementation of this License, the Contractor shall furnish the City with a copy of the Licensed Software on machine readable media and with associated user instructions and reference documentation, all of which material may be marked with a trade secret notation such as: "The information herein are trade secrets and proprietary properties of the Contractor." The License granted under and subject to the terms and conditions of this Contract authorizes the City to use the Licensed Software as an End User, and the granting of sublicenses is not permitted. The City hereby acknowledges that similar software may be licensed or leased to other users.

The City is responsible for the supervision, management and control of its use of the Licensed Software. Except as otherwise provided in this Contract, the City agrees: 1) to not provide the Licensed Software, or any part thereof, or any copies thereof to any third party; 2) to not assign, lease, sublicense or otherwise transfer same, in whole or in part, directly or indirectly; and 3) to use the same degree of care it provides for its own programs to protect such programs as restricted proprietary and confidential programs. The City is responsible to exercise good business practices, procedures and control to monitor the software performance and to notify the Contractor upon verifying any software errors.

- D. **COPIES/ MODIFICATIONS:** The City may make copies of all or any part of the Licensed Software for the City's in-house use. If the Contractor provides services related to updated works, the Contractor shall perform such services at rates and on terms not less favorable than any other customer of the Contractor for such work. The use of any portion of the Licensed Software included in an updated work shall remain subject to all terms and conditions of this Contract. The City agrees to reproduce and include the proprietary and trade secret notices both in and on every copy of the Licensed Software in any form including partial copies and modifications of the Licensed Software.

2.06 SOURCE CODE

- A. **DEFINITIONS:** For purposes of this Section 2.06, the following terms have the meanings set forth below:

"Licensed Programs" shall consist of the entire computer programming code, together with all Updates thereto, relating to the Software provided hereunder by the Contractor to the City, or otherwise previously provided by the Contractor to the City in connection with the performance of services by the Contractor for the City at Denver International Airport.

"Update" shall mean a copy of the source code versions of each modification or revision to the Licensed Programs that (a) corrects errors, problems or defects caused by or resulting from an incorrect functioning of the Licensed Programs, (b) supports new releases of the Licensed Programs made available generally to the City, or (c) provides other updates or corrections.

"Source Code" shall mean a copy of the source code corresponding to the Licensed Programs, including all Updates delivered to the City from time to time pursuant to this Contract, plus any pertinent commentary or explanation that may be necessary to render the Source Code understandable and useable by a trained computer programming expert who is generally familiar with systems similar to those provided by the Contractor hereunder, although not necessarily those incorporating the Licensed Programs. The Source Code shall include system documentation, statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of the Source Code. Insofar as the "development

environment” employed by the Licensor for the development, maintenance and implementation of the Source Code includes any device, programming or documentation not commercially available to the City or its consultants on reasonable terms through readily known sources, other than the Licensor, the Source Code shall include all such devices, programming or documentation. The foregoing reference to such “development environment” is intended to apply to all programs, including compilers, workbenches, tools and higher-level or proprietary languages used by the Licensor for the development, maintenance and implementation of the Source Code.

“Support Services” shall consist of all installation, error correction, maintenance and other technical assistance, including warranty service and any undertaking to provide Updates, respecting the Licensed Programs that may be required to be performed by Licensor pursuant to a written agreement between Licensor and the City.

“Impact Event” shall consist of (a) any rejection or termination of the License Agreement or this Contract by the Licensor or its successors or representatives in breach of the License or this Contract, including in all events any rejection or termination of the License Agreement or any proposal to do so under Title 11 of the United States Code, as now constituted or hereafter amended (the “Bankruptcy Code”), or any other federal or state bankruptcy, insolvency, receivership or similar law; (b) failure of a trustee, including Licensor as debtor in possession, in any bankruptcy case hereafter filed by or against Licensor either to assume the License Agreement and this Contract within fifteen days after the filing of the initial bankruptcy petition or to perform the License Agreement and this Contract within the meaning of Section 365(a)(4)(i) of the Bankruptcy Code; (c) the termination of substantially all of Licensor’s ongoing business operations relating to the subject of the License Agreement and this Contract; and (d) any liquidation of Licensor, or any sale, assignment, or foreclosure of or upon assets that are necessary for the performance by Licensor of its responsibilities under the License Agreement and this Contract.

B. REPRESENTATIONS AND WARRANTIES OF LICENSOR:

(1) **Ownership of Source Code.** The Contractor represents and warrants to the City that it is the owner of, and holder of all rights in, the Source Code, and has the right to grant to the City the license rights to the Source Code and to deposit the Source Code with the City pursuant to the terms of this Contract.

(2) **Licensed Programs Correspond with Source Code.** The Contractor represents and warrants to the City that the Source Code deposited with the City will at all times be the source code version of the current release of the Licensed Programs, as offered to licensees from time to time.

(3) **Usability of Source Code.** The Contractor represents and warrants that the Source Code is and shall be understandable and useable by a trained computer-programming consultant who is generally familiar with similar systems, though not necessarily those incorporating the Licensed Programs. The Contractor further represents and warrants that the Licensed Programs do not involve any proprietary languages or programming components that such a consultant could not reasonably be expected to understand, except to the extent the Source Code contains sufficient commentary to enable such contractor to understand and use such languages or components. The Contractor further represents and warrants that the Source Code includes all of the devices, programming and documentation necessary for the maintenance of the Licensed Programs by the City and its consultants, except for devices, programming and documentation commercially available to the City and its consultants on

reasonable terms through readily known sources other than the Contractor.

C. PURPOSE OF AGREEMENT; DEPOSIT OF SOURCE CODE:

(1) Deposit and Custody of Source Code. The deposit of the Source Code and the license thereof to the City are intended to provide assurance to the City of access to, and the right of use of, the Source Code in the event that the Contractor or other Licensor fails, or is rendered unable by an Impact Event, to provide Support Services it may be obligated to render. The City shall access copies of the Source Code deposited pursuant to this Contract only in accordance with the terms of this Contract.

The Contractor agrees to deposit with the City, within thirty (30) days of the date of delivery of each Licensed Program to the City, or within thirty (30) days of the Effective Date of this Contract as set forth on the first page hereof for Licensed Programs previously provided to the City, one copy of the Source Code relating to the current versions of the Licensed Programs. For each deposit, the City will issue a receipt to the Contractor accompanied by a general list or description of the materials so deposited.

The Contractor agrees to deposit within thirty (30) days after each Update is made available to the City hereunder, or is made available generally to licensees, one copy of the Source Code relating to each such Update. For each deposit, the City will issue a receipt to the Contractor, accompanied by a general list or description of the materials so deposited.

The City acknowledges that the Source Code will be deposited by the Contractor in the form of an encrypted file, accessible by the use of a password the Contractor will provide to the City at the time of depositing the Source Code.

In the event that an Update or series of Updates supersede a prior version of the Licensed Programs in their entirety, the Contractor may require the City to return or destroy the Source Code representing such prior version of the Licensed Programs by so notifying the City in writing, provided that any such action on the part of the City may not commence until at least one year after the delivery of the Source Code for all Updates that so supersede the prior version of the Licensed Programs.

The City shall exercise reasonable care to protect and safeguard all Source Code delivered pursuant to this Contract and shall segregate and label such Source Code according to the date of delivery and any other identifying information supplied by the Contractor.

(2) Verification and Testing of Source Code. The City at any time may appoint either (a) an independent firm of certified public accountants of national reputation, which shall certify for the benefit of the Contractor that it does not, and does not intend to, conduct business in competition with the Contractor, or (b) an independent, professional computer-programming consultant to inspect, compile, test and review the Source Code, subject to appropriate undertakings of confidentiality and restrictions on subsequent use or disclosure. Except as otherwise authorized by the Contractor, which authorization will not unreasonably be withheld, such inspections and testing shall be conducted at the principal offices of the City in Denver, Colorado.

D. CONFIDENTIALITY:

Upon receipt of the Source Code, the City shall maintain the Source Code in strict confidence, shall use and disclose it only as reasonably appropriate to exercise the City's rights

in the Licensed Programs, and shall use the same degree of care it provides for its own programs in source code form to protect the Source Code as restricted, proprietary and confidential programs.

E. FAILURE TO PROVIDE SUPPORT SERVICES AS BASIS FOR RELEASE OF SOURCE CODE

(1) **Notice of Deficiency; Right to Cure.** If the City determines that the Contractor has failed in any material respect to provide any Support Services which it is obligated to provide, it shall so notify the Contractor in writing. Such notice shall describe such deficiency in reasonable detail. For a period of ten (10) days following its receipt of such notice, or for such longer period as may apply pursuant to the terms under which such Support Services have been undertaken by the Contractor, the Contractor shall have the right to cure the identified deficiencies. In the event that, at the conclusion of such period, the City reasonably determines that the identified deficiencies have not been substantially cured, the City may so notify the Contractor in writing and thereafter access a copy of the Source Code.

(2) **Dispute by the Contractor.** If the Contractor disputes the City's determination that the identified deficiencies exist and have not been substantially cured following the expiration of the allowed period, the Contractor may so notify the City in writing within four days after receipt of the City's notice demanding access to the Source Code. Failure of the Contractor to give timely notice of such an objection shall conclusively establish its consent to the City's access to the Source Code hereunder.

F. IMPACT EVENT AS BASIS FOR RELEASE OF SOURCE CODE:

(1) **Release.** If the Contractor suffers an Impact Event at any time or for any reason, the City may access a copy of the Source Code.

(2) **Intention.** In the event that the Contractor or its successors or representatives rejects or terminates the License Agreement or this Contract in breach of the provisions thereof or hereof, including as contemplated under Section 365 of the Bankruptcy Code, it is acknowledged that this Contract contemplates the manner in which the City may retain its rights in the Licensed Programs, including associated intellectual property rights, if the City chooses to do so in accordance with Section 365(n) of the Bankruptcy Code. This Contract serves as a contract supplementary to the License Agreement in such regard. It is the parties' intent that the rights the City shall be entitled to retain shall be of the scope provided herein in all items delivered or required to be delivered under the License Agreement and this Contract. Further, such rights shall be subject to no restriction following an election by the Licensor to reject or terminate the License Agreement or this Contract, except the confidentiality provisions contained hereinabove. Such rights shall be exclusive and either renewable or perpetual to the extent so provided under this Contract.

G. LICENSE OF SOURCE CODE:

In the event that a copy of the Source Code is authorized hereunder to be accessed by the City, the Contractor hereby grants to the City, without any further action, authorization or instrument, a paid-up, irrevocable, perpetual, nonexclusive, nontransferable license from the Licensor to use, modify, maintain and update the Source Code in any manner that may be necessary or appropriate to enable the City to use the Licensed Programs for their intended purposes.

H. FEES AND PAYMENTS:

Provided that the Licensor receives or has received the initial license fee specified in the License Agreement or in this Contract, it is acknowledged that there is no other payment provided for the rights the City may be entitled to retain under the License Agreement or hereunder.

SECTION 3 - TERM

3.01 TERM

The term of this Contract shall commence at 12:01 am. M.S.T. on October 1, 2013 and shall terminate at 12:00 a.m. M.S.T. on September 30, 2016, unless earlier terminated in accordance with the Contract Documents. The term of this Contract may be extended for one additional period of two (2) years, on the same terms and conditions, including pricing, by written consent of the City and the Contractor. However, no extension of the Contract Term shall increase the City's Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Contract.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION

The City agrees to pay, and the Contractor agrees to accept as sole compensation for its complete costs incurred and services rendered hereunder, a monthly fee in the amount of \$121,271.00 for each complete month that the Contractor performs satisfactory services under this Contract, subject to any fee reduction for reduced service levels resulting from absent personnel as otherwise provided in the Contract Documents.

Commencing on January 1, 2014, the monthly fee payable by the City hereunder shall be adjusted for calendar year 2014, and thereafter for each calendar year of the term of this Contract, as the term may be extended from time to time, in accordance with the Consumer Price Index—All Urban Consumers (Current Series), Customized Table for Denver—Boulder Greeley, Colorado, All Items, Not Seasonally Adjusted as maintained by the U.S. Bureau of Labor Statistics, Base Period 1982-84 = 100, for the Annual period of each calendar year, issued in February of the following year.

Compensation payable to the Contractor during calendar year 2014 shall be as follows, where "Index" is defined as the Consumer Price Index as detailed in the preceding paragraph:

Monthly Fee = X (Index for 2013 divided by Index for 2014).

Compensation payable to the Contractor during each calendar year subsequent to calendar year 2014 shall be determined according to the same formula, substituting in place of ___ the prior year's adjusted Monthly Fee, with the denominator of the fraction for determining the increase in the Consumer Price Index being the prior calendar year's Index and the numerator being the Index for the calendar year preceding the prior calendar year's Index.

If the United States Bureau of Labor Statistics discontinues the issuance of the said Consumer Price Index, then the compensation adjustments provided for in this Contract for any calendar year shall be made on the basis of changes in the most comparable and recognized cost-of-living index then issued and available which is published by the United States government.

Notwithstanding any rate increase resulting from any changes in the Consumer Price Index, in no event shall fees paid to the Contractor increase by more than 3% in any given year.

4.02 MONTHLY BILLINGS

Payments shall be made to Contractor based upon monthly invoices and receipts submitted by Contractor for each complete month that the Contractor performs satisfactory services, which invoices have been approved by City, and subject to the City's maximum contract liability.

The City reserves the right to reject and not pay any invoice or part thereof where the Manager or his/her designee determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Denver Revised Municipal Code. In the event the City does not conclusively substantiate within sixty (60) days from the date an invoice is rejected hereunder that the amount invoiced to date exceeds the amount owed to Contractor, the City shall pay the amount invoiced.

Invoices shall include documentation as required by the Contract Administrator, including the following where applicable:

- A. A brief status report which describes the progress of the work and a summary of the work performed during the period covered by the invoice, including incident reports and other documents evidencing the performance of Additional Services.
- B. A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by the Contractor and shall be available for examination by the City, at the City's request.
- C. The amounts shown on the invoices shall comply with and clearly reference the relevant City authorization of Additional Services, the hourly rate where applicable, and allowable reimbursable expenses.
- D. The Contractor shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.
- E. The signature of an officer of the Contractor, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

4.03 REIMBURSABLE EXPENSES

- A. The Contractor may be reimbursed for Additional Services hereunder, at cost, for its reasonable expenses necessarily incurred in connection with its services rendered hereunder. The Contractor shall obtain prior written approval of its proposed reimbursable expenses from the Assistant Deputy Manager. Costs approved by the Assistant Deputy Manager or his/her designee shall be eligible for reimbursement as follows:

Mileage At Federally (GSA) approved rate per mile

Extraordinary expenses related
to Contractor's services when
approved in advance by the City

At Cost

Travel costs, for travel approved by the Assistant Deputy Manager or his/her designee, shall be eligible for reimbursement as follows:

- A. All reimbursable travel shall have received prior written approval of the Deputy Manager or his/her designee.
- B. Vehicle rental costs will be allowed only if it can be demonstrated that such rental costs afforded the most economical travel method available, taking into consideration the element of time Use of such vehicle for personal travel shall not be included.
- C. No reimbursement shall be approved for air fare costs greater than the most economical rate available to the traveler at the time of his or her trip. Hourly billing rates for the traveler shall not be billed for any period of time for which the trip was extended for personal convenience.
- D. Meals for travelers shall State of Colorado exhibit.
- E. Sleeping accommodation costs shall be limited to a reasonable amount, taking into account costs of alternate accommodations in the location and other relevant factors.
- F. Personal expenses such as personal telephone expenses and nonbusiness entertainment shall not be included.

It is presumed that the Contractor's monthly fee includes all expenses other than those incurred in connection with Additional Services set forth above, and no other expenses shall be separately reimbursed hereunder.

4.04 MAXIMUM LIABILITY

Any other provision in this Contract notwithstanding, in no event shall the City be liable for payment under this Contract for any amount in excess of Eight Million Dollars (\$8,000,000). The Maximum Contract Liability may only be increased by amendment to this Contract. All payments under this Contract shall be paid solely and exclusively from the City's "City and County of Denver, Airport System Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund.

4.05 TIME OF PAYMENT

The City shall process all invoices for payment received from the Contractor on a timely basis in accordance with Denver's Prompt Payment Ordinance, Section 20-107, et seq. of the Denver Revised Municipal Code. The Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

SECTION 5 — CONTRACTOR'S PERFORMANCE

5.01 CONTRACTOR PERSONNEL — GENERAL REQUIREMENTS

- A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract Documents. The Contractor shall be responsible for the conduct of all the Contractor's personnel at all times. All personnel of the Contractor shall be exclusively dedicated to this Contract unless permission to work elsewhere is granted in writing by the Contract Administrator.
- B. The Contractor shall remove from the Airport work site any Contractor employee on, or invited by it onto, the Airport, when the Manager of Aviation or the Contract Administrator notifies the Contractor in writing that such person: (a) is, in the sole opinion of the Manager of Aviation or the contract Administrator, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Manager of Aviation or the Contract Administrator.

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

- A. Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be assigned by the Contractor to a non-driving job if available. In addition to any Indemnification requirements in this Contract an employee of the Contractor is involved in an accident in a city vehicle the Contractor shall be responsible for the payment of all damages caused by the Contractor's employee.
- B. The Contractor will review every driver's record quarterly. Drivers with 5 points or more or a pending alcohol related charge against their driving record will not be allowed to drive City or Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94.
- C. All Contractor personnel assigned to the Airport who drive vehicles in the course of their work under this Contract must obtain and maintain a Colorado Class "R" driver's license and Airport Identification Badge at all times during their employment at the Airport.

5.03 THE CONTRACTOR'S SUPERVISOR

- A. The Contractor shall provide an on-site Supervisor trained, qualified, and acceptable to the Airport's Contract Administrator, exclusively for this Contract. The Supervisor shall have full authority to act for the Contractor and at all times to carry out the provisions of this Contract. If the Supervisor is absent, the Contractor shall, at all times, provide an equally qualified and competent replacement that has been given full authority to carry out the duties of the positions as required.
- B. The Supervisor shall make sufficient daily inspections to ensure the work is performed as specified. The Supervisor shall use work assignment sheets and the tool and equipment checklist for each assignment to record discrepancies.

- C. The Contractor agrees that it shall obtain the approval of the Airport's Contract Administrator of the Contractor's proposed Supervisor. The Contractor shall submit a resume of the proposed Supervisor, along with other information reasonably requested by the City, in order to obtain such approval.

5.04 AIRPORT SECURITY

- A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.
- B. The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee. The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.
- C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications that occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.
- D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

5.05 SAFETY

- A. The Contractor shall operate at all times under this Contract in compliance with the Occupational Safety and Health Act.
- B. For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel its employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

5.06 LAWS, REGULATIONS, TAXES AND PERMITS

- A. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work under this Contract. All costs thereof shall be deemed to be included in the prices proposed for the work.
- B. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations including Denver International Airport Rules and Regulations in any manner affecting the conduct of the work, including without limitation the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596). If during the term of this Contract the amendment or adoption of any such law significantly impacts the Contractor's ability to perform hereunder by increasing either the cost or effort required, the Contractor shall provide to the City an analysis of such impact and may request an amendment to this Contract to mitigate such impacts.
- C. Without limiting the foregoing, the Contractor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to satisfactorily comply with this condition may cause the City to terminate this Contract.

5.07 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, in conducting any activity on DIA property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). These Environmental Requirements include applicable Environmental Guidelines developed for DIA's Environmental Management System (EMS), as summarized in DIA Rules and Regulations Part 180 (Environmental Guidelines and DIA's Environmental Policy are available at www.flvdenver.com/diabiz/community/enviro/index.aspl). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use; and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of DIA must be aware of the DIA Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.
- B. The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.
- C. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.
- D. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. The Contractor agrees that it shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by the Contractor of any pollutant or hazardous material on or about the Airport.

5.08 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Contractor, its officers, agents and employees shall cooperate and comply with the provisions of Executive Order No. 94 and Attachment A thereto, incorporated herein by reference, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Vendor from City facilities or participating in City operations.

5.09 CITY SMOKING POLICY

Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder and will not sell or advertise tobacco products. Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated smoking lounges. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of the City's Executive Order No. 99 dated December 1, 1993, Executive Order No. 13 dated July 31, 2002, the provisions of Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., and the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 et. seq., and incorporated herein by reference.

5.10 NO SOLICITING

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Contract requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

5.11 EXISTING UTILITIES AND STRUCTURES

The Contractor shall adequately protect the work, Airport property, adjacent property and the public. In the event of damage to facilities and/or disruption in services at the facilities, as a result of the Contractor's operations or lack thereof when required, the Contractor shall take immediate steps to notify the Contract Administrator and subsequently repair or restore all services to the satisfactory approval of the Contract Administrator. The Contractor shall also provide temporary services to maintain uninterrupted use of the facilities.

All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage.

The Contract Administrator, at her/his option, may elect to perform such repairs and deduct the cost of such repairs, replacements and outside services from the monthly charges by the Contractor.

SECTION 6 — INDEMNITY; INSURANCE; BONDS

6.01 INSURANCE

- A. The Contractor shall obtain and keep in force during the entire term of this Contract, insurance policies as described in Exhibit D which incorporated into is attached to this Agreement. Exhibit D specifies the minimum insurance requirements the Contractor must satisfy in order to perform work under this Contract. The Contractor's operations hereunder will require airside access at the Airport; therefore as indicated at Part II, "Umbrella Liability," of the certificate, excess liability coverage of \$9,000,000 is required in addition to the coverage specified in other parts of the certificate.
- B. Upon execution of this Contract, the Contractor shall submit to the City an ACORD insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each of the required coverage.

- C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.
- D. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each of the required coverage during all periods in which coverage is in effect.
- E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall obtain a separate certificate from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in this Agreement and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

6.02 INDEMNIFICATION

The City cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever.

The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, including Workers' Compensation claims, in any way resulting from or arising out of, directly or indirectly, the Contractor's negligent or wrongful acts in connection with, or breach of this Contract or the work that is the subject of this Contract, or the Contractor's negligent or wrongful acts in the use or occupancy of City owned property or other property upon which work is performed under this Contract, including negligent and wrongful acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor's obligation to indemnify and hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the sole negligence of the City's officers, agents and employees.

In addition to all other defense and indemnity obligations undertaken by the Contractor under this Contract, the Contractor and its subcontractors, to the extent that its performance of this Contract includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to the City or the Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by the Contractor, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City and/or the Contractor and its subcontractors by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor of this Contract. In furtherance of this Contractor covenant to defend and indemnify, the Contractor and its subcontractors shall maintain compliance with the Payment Card Industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in Exhibit A.

The Contractor's obligations set out in this section shall survive the termination of this Contract. The Contractor agrees that it will cause each of its subcontractors performing any of the services to be provided hereunder to comply with the requirements of this section. The insurance coverage specified in this Contract constitutes the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Contract.

6.03 GOVERNMENTAL IMMUNITY ACT

The City and County of Denver, its officers, officials and employees are relying on, and do not intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §p4-10-101 to 120, Colorado Revised Statutes, or otherwise available to the City and County of Denver, its officers, officials and employees.

6.04 PERFORMANCE BOND

- A. A Performance Bond satisfactory to the City and County of Denver in an amount not less than Three Hundred Fifty Thousand Dollars (\$350,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado. Such BOND may be issued on annually renewable bond forms to be provided by Contractor's Surety Bond Broker.
- B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond, which may be met with a surety bond continuation certificate or be replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Manager of Aviation. If the Manager of Aviation does not receive written notice from the Surety in the manner provided in the Bond at least forty-five (45) days before it expires or does not receive a substitute Bond from an approved Surety, then the Contractor shall be in default of this Agreement and the Manager of Aviation may immediately terminate this Agreement by giving the Contractor written notice of such default unless a renewal or replacement surety bond is provided by Contractor. If the City elects to extend the Agreement for additional periods at the same prices, terms and conditions pursuant to this Agreement, the Contractor shall obtain and submit either an extension of the existing Bond, which may be met with a surety bond continuation certificate or the an identical Bond from another Surety that is acceptable to the City.
- C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.
- D. . The Performance Bond form is attached to this Agreement and incorporated herein as **Exhibit D**, and may be issued on annually renewable bond forms to be provided by Contractor's Surety Bond Broker. Attorneys-in-Fact who sign a Performance Bond must file with such Bond a certified copy of their Power-of-Attorney to sign such Bond that is certified to include the date of the Bond.

SECTION 7 - SUBCONTRACTING 7.01 SUBCONTRACTING ALLOWED

The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

7.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, material men and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

- A. Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and
- B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities the Contractor assumes toward the City.

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors that the Contractor expects to perform Work under this Contract must be approved in writing by the Manager of Aviation or the Contract Administrator before the subcontractor begins work. The Manager or the Contract Administrator may refuse to approve a subcontractor for reasons that include, but are not limited to, the following:

- A. Default on a contract within the last five (5) years.
- B. Default on a contract that required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization that has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

Before the Manager approves any such subcontractor, the Contractor shall submit to the Manager a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his/her knowledge the problems listed do not exist.

7.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 7, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 8 — WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

- A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Contract. The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.
- B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.
- C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates that contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

- D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.
- E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the Manager of Aviation may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract, including liability to the City for any extra costs incurred by it in obtaining substitute services for Airport facilities while any such stop-work order is in effect or following termination for such cause.

SECTION 9 - CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

- A. The day to day administration of this Contract is vested in the Airport's Contract Administrator. The Contract Administrator is to have free access to the Contractor's work areas at the Airport. The Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.
- B. The Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the reasonable opinion of the Manager, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have three (3) days from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 DISPUTE RESOLUTION

Disputes arising out of this Contract shall be resolved by administrative hearing before the Manager of Aviation following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Contract consists of Sections 1 through 11, which precede the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference:

Appendix No.1	Standard Federal Assurances
Appendix No.3	Nondiscrimination in Airport Employment
Exhibit A	Opportunities
Exhibit B	Scope of Work
Exhibit C	Standard Operating Procedures
Exhibit D	Spare Parts List
Exhibit E	Insurance Requirements and Standard ACORD
	Insurance Certificate

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed attachments or (ii) between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendices Nos. 1 and 3
- Sections 1 through 11 hereof
- Exhibit A Exhibit B
- Exhibit C Exhibit D
- Exhibit E

SECTION 10 — DEFAULT; REMEDIES; TERMINATION

10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Manager, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Contract is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

10.02 DEFAULT

The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract.
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract.
- C. The Contractor is in default under any other contract, purchase order or agreement with the City.
- D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- E. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- F. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Contract.

- G. The Contractor fails to comply with any of the provisions of this Contract concerning Airport security.
- H. The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.
- I. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

10.03 REMEDIES

If Contractor commits an Event of Default, as described in Section 10.02, the City may exercise any one or more of the following remedies:

- A. The City may elect to allow this Contract to continue in full force and effect and to enforce all of City's rights and remedies hereunder.
- B. The City may cancel and terminate this Contract upon giving 30 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(E), (F), (G) or (H), termination may be effective either immediately upon notice, or within a stated period of 30 days or less after notice, as determined by the Manager in his discretion.
- C. The City may obtain necessary services in the open market, at competitive rates, or otherwise perform or obtain performance of the services covered by this Contract, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

The remedies provided in this Contract shall be cumulative and shall in no way affect any other remedy available to the City under law or in equity.

SECTION 11- GENERAL CONDITIONS

11.01 LABOR ACTIVITY

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Airport that results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of the Contractor's equipment, and the Manager or his authorized representative in his/her sole discretion shall determine the reasonable value of said equipment for purposes of reimbursement to the Contractor.

11.02 EXAMINATION OF RECORDS

The Contractor agrees that the Manager of Aviation, the Auditor of the City or any of their duly authorized representatives, until the expiration of three (3) years after the final payment under this agreement, shall have access to and the right to examine any books, documents, papers and records of the Contractor relating to the Contractor's performance of, or any transactions related to, this Contract.

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

11.03 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Contract is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances, which amend, supplement or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

11.04 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.05 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Manager. If the Contractor attempts to assign or transfer any of its

rights or obligations hereunder without obtaining the prior written consent of the Manager, the Manager may elect to terminate this Contract. The Manager has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.06 NO THIRD PARTY BENEFICIARIES

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.07 PATENTS AND TRADEMARKS

- A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.
- B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Contract.

11.08 ROYALTIES

The Contractor shall pay all fees or royalties for any patented articles, operations, or construction incorporated in or used in the execution of the work.

11.09 OWNERSHIP OF WORK PRODUCT

All hardware, equipment, personal property, plans, drawings, reports, other submittals, software development, software modifications and other documents provided or submitted to the City or its authorized agents by the Contractor shall, subject to having payment of any outstanding invoices, become and are the property of the City, and the City may, without restriction, make use of such hardware, equipment, personal property, documents and underlying concepts as it sees fit. This paragraph shall not apply to preexisting intellectual property, the source code for computer software if such source code is governed by a separate license agreement between the Contractor and the City, in which instance the license agreement provisions shall govern.

11.10 MASTER PLAN

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of DIA and the Contractor also waives any right to claim any resulting damages or other consideration.

If prior to the formal issuance by the Manager of Aviation of a work modification which requires a price adjustment, the Contractor and the City can agree to a contract price adjustment for the change, that agreement will be expressed in the Manager of Aviation's work modification directive, either as a decrease or an increase to the monthly payment for routine work.

If agreement between the City and the Contractor on price adjustments cannot be reached at the time the work modification is directed by the Manager of Aviation, the Contractor shall redirect its work as necessary to perform the work modifications. In such event, the Contractor shall be paid for the actual quantity or quantities of such work performed on a time and materials basis at labor rates equivalent to those set forth in the Contractor's Proposal for equivalent types of work, and with the markup for the Contractor's overhead and profit on such work not to exceed 10% of the cost of such time and materials, except as otherwise herein provided.

11.16 TIME IS OF THE ESSENCE

In the performance of this contract by the Contractor, time is of the essence.

11.17 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere with or be inconsistent with the services to be furnished by the Contractor under this Contract.

The Contractor agrees that it will fully disclose to the City the source of all parts or components which would be purchased to accomplish any recommendation which the Company makes to the City for modification or addition to the PGTRCS or the Count System. The Contractor will also fully disclose to the City any and all relationships existing between or among the Contractor, its officers, directors, shareholders, affiliates and employees and any other company or entity which would receive any benefit from the implementation of such recommended modifications or deletions.

11.18 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Contract or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager. However, by execution of this Contract, the City consents to the Contractor's including the Airport in a list of maintenance contracts held by the Contractor, without elaboration. This consent shall continue for the life of this Contract, unless earlier revoked in writing by the Manager. Any oral presentation or written materials related to Denver's Airport shall include only presentation materials which have been approved by the City. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Manager of Aviation, member or members of City Council or the City Auditor.

11.19 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

- A. The Contract is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.
- B. The Contractor certifies that:
 - (1) At the time of its execution of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract.

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

C. The Contractor also agrees and represents that

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

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

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

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

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

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 817.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

11.20 COLORADO OPEN RECORDS ACT

A. The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and all documents prepared or provided by Contractor under this Contract may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Contract notwithstanding, including exhibits, attachments and other documents incorporated into this Contract by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information, which the Contractor asserts, is confidential and exempt from disclosure.

- B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees it will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

11.21 SEVERABILITY

If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein that are severable shall not be affected.

11.22 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those that are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

11.23 CITY EXECUTION OF CONTRACT

This Contract is expressly subject to, and shall not become effective or binding on the City, until it is approved by Denver's City Council and fully executed by all signatories of the City and County of Denver.

[END OF PAGE]

Contract Control Number: PLANE-201309652-00

Contractor Name: ACS TRANSPORT SOLUTIONS

By: TRPC

Name: David P. Cummins
(please print)

Title: SVP
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number: PLANE-201309652-00

Contractor Name: ACS TRANSPORT SOLUTIONS

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DOUGLAS J. FRIEDNASH, Attorney
for the City and County of Denver

By _____

By _____

By _____



APPENDIX NO. 1
STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

NOTE: As used below the term "contractor" shall mean and include the Airline, and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, and Title 14, CFR, Part 152, Subpart E, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Title 49, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in

addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Airline shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
8. The Airline for itself, representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, creed or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

9. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

APPENDIX NO. 3
NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part (the Contractor) assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part (the Contractor) or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide or is in the form of personal property or real property or an interest therein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part (the Contractor) or any transferee for the longer of the following periods: a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or, b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of Contractors, this Provision binds the Contractors from the Proposal solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Exhibit A. Scope of Work

1. Definitions

- A. "PGTRCS" means DIA's Airport System Parking and Ground Transportation Revenue Control System located at DIA, consisting of all equipment, computer hardware and software which make up a part of the said system.
- B. "PRCS" means the Parking and Revenue Control System provided by ACS Transport Solutions, Inc. under the City and County of Denver Purchase Order PLANE 0000009100 dated 5/08/2009.
- C. "DIA" means Denver International Airport.
- D. "ACS" means ACS Transport Solutions Inc.
- E. "AVI" means automated vehicle identification.
- F. "Count System" means DIA's Garage Level Count and Sign Control system located at DIA, consisting of all equipment, computer hardware, and software which make up a part of the said system.
- G. "SOP" means the procedures issued to the Contractor by the Contract Administrator pursuant to Section 2 of the Agreement, which sets forth detailed procedures or requirements for specific portions of ACS's work hereunder.
- H. "Contract Administrator" means the person designated by the Manager of Aviation to perform day-to-day administration of this contract for the City and County of Denver. The Contract Administrator designated for this Agreement is the City's Assistant Deputy Manager of Aviation/ Landside Services ("Assistant Deputy Manager"), or designee. The Manager or Deputy Manager may from time to time designate a substitute or successor Contract Administrator by written notice to ACS.
- I. "SOW" means the Scope of Work in which describes DIA's expectations and performances from ACS.
- J. "Employee Parking System" means hardware and software in place that controls and tracks the ingress and egress to Employee Parking facilities. This includes all equipment, computer hardware, and software which make up the current systems DIA uses.
- K. "Agreement" means the current contractual agreement between the City and County of Denver and Transport Solutions Incorporated.

2. **General Description:** Under this SOW, ACS will maintain in good working order and provide maintenance for the PGTRCS, maintain and service DIA Garage Level Count and Sign Control System, and serve as the first point of contact for the Employee Parking System.

3. **ACS's Services**

A. **General.** With the exception of the Ground Transportation (GT) Software, at the direction and discretion of the Contract Administrator, ACS will provide maintenance for the PGTRCS, maintain and service the DIA Garage Level Count and Sign Control System, and serve as the first point of contact for the Employee Parking System. These duties will be performed in accordance with the terms and conditions of this SOW, including all exhibits, addenda, or any other documents DIA shall provide.

B. **Notice to Proceed.** ACS agrees and understands that it will provide no services until authorized in writing by the Contract Administrator.

4. **ACS's Personnel and Subcontractors**

A. ACS personnel shall be fully trained in the duties and obligations of their respective positions. The Site Supervisor and technicians shall be fully trained in the repair and maintenance of all equipment listed. All ACS staff will work a minimum of 40 hours per week. All scheduling for ACS's personnel, subcontractors, or agents shall be, at a minimum, in conformance with the SOP., except for vacation time, sick days, holidays or other paid time off.

B. If ACS desires to use the services of an employee dedicated to this Agreement on another project, and can do so without interfering with the level of performance provided pursuant to this Agreement, ACS shall request in writing to DIA's Contract Administrator for written approval prior to utilizing such employee on another project. On the condition that approval is granted, and the employee works full time on another project and the employee's duties go unattended, there shall be a reduction to ACS's monthly payable fee for that employee. DIA shall deduct the appropriate percentage of the monthly costs associated with such employee, including benefits.

5. **Maintenance and Support Services**

A. **Scope of Services:** With the exception of the GT Software, ACS shall maintain and service all of the PGTRCS hardware and software., With exception of the PRCS equipment and software, which shall be fully supported according the terms and conditions of this agreement, ACS agrees to make reasonable efforts to maintain and service the DIA Garage Level Count and Sign Control System, taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and

resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. The parties acknowledge and agree that any service level requirements required under this Agreement shall not be applicable to the maintenance or service of the DIA Garage Level Count and Sign Control System or any other third party system. ACS agrees that nothing in this SOW shall be deemed to affect the provisions of any existing or express warranty. ACS further agrees that any work performed by ACS on any system component which would be required by any existing express warranty of ACS, shall not be considered or compensated as a service under this SOW, nor will DIA be liable for the costs of replacement of any parts which are covered an express warranty..

(1) Basic Services. With the exception of the GT Software, "Basic Services" is defined as services provided by ACS and shall include preventative and remedial maintenance for the PGTRCS and Count System. "Remedial maintenance" is defined as a service in which ACS shall be required to perform due to software glitches, complications, anomalies or malfunctions that occur during normal operations of the PGTRCS and Count System.

(a) ACS agrees and consents that any system component which is malfunctioning or is not functioning shall be replaced in a timely fashion. Except for workstation and server hardware that is provided by DIA and Paymentech routers which are provided by Paymentech, ACS shall provide system component(s) pursuant to this SOW, whether system component must be repaired, adjusted, or replaced, such that any system component is restored to full operational capability.

(b) With the exception of the GT Software and the Employee Parking Software and Sign Control Software and Paymentech Router Configuration, all system software shall be maintained and supported by ACS so that it is performing to standards which are capable of being achieved without support from the original vendor. DIA consents to and understands ACS shall not be liable or responsible for correcting any latent logic errors (commonly known as "bugs") which were unknown at the time when DIA accepted such software and which are not a part of or caused by the GT Software or Employee Parking Software.

(2) ACS will contract out the repair or replacement of all loops to the extent that it does not include asphalt or concrete replacement. Costs incurred by ACS in connection with such repair or replacement shall be reimbursable by DIA.

(3) ACS will remount all gate housing to the extent that it does not include asphalt or concrete replacement.

6. Basic Services Exclusions: The following services shall not be included as Basic Services under this SOW:

- A. Maintenance or remedial service of the GT Software.
 - B. Maintenance or remedial service of the Employee Parking Software.
 - C. Sign Count Software
 - D. Access to databases
 - E. Electrical work in connection with the PGTRCS equipment or modifying PGTRCS software.
 - F. Electrical work in connection with the DIA Garage Level Count and Sign Control System equipment.
 - G. Factory overhaul or refurbishment of equipment, unless required to comply with service life guarantees or warranties of ACS.
 - H. Repair of required equipment because of patent design defects in the equipment, except for equipment that was supplied by ACS.
 - I. Unauthorized attempts by DIA or third parties to repair or maintain the PGTRCS and the Count System.
7. **Basic Services: Maintenance.** With the exception of the GT software, ACS shall maintain all of the PGTRCS hardware and software and also agrees to make reasonable efforts to maintain and service the gate hardware for the Employee Parking System taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. The parties acknowledge and agree that any service level requirements required under this Agreement shall not be applicable to the maintenance or service of the Employee Parking System or any other third party system. ACS shall be responsible for all client software that connects to the Count System on ACS' electronic devices given the exceptions noted above in this section. ACS shall be responsible for any installs, upgrades, and support including software connectivity to the Count Database
- A. ACS agrees to make reasonable efforts to maintain and service the hardware and software for the operating system on the Count Server taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. The parties acknowledge and agree that any service level requirements required under this Agreement shall not be applicable to the maintenance or service of the hardware and software for the operating system on the Count Server or any other third party system. ACS further consents to

providing DIA personnel administrative access to the Count System upon request. ACS also agrees and consents to the following:

- (1) ACS's full service maintenance program shall include software support and all labor and parts for the following services:
 - (a) Conduct monthly preventive maintenance on all PGTRCS hardware.
 - (b) Clean exterior and interior housing of all revenue control equipment.
 - (c) Conduct monthly preventive maintenance on all hardware and the software for the Ground Transportation equipment.
 - (d) Conduct monthly preventive maintenance on all hardware and the software for the Count Server, to the extent practicable, taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. The parties acknowledge and agree that any service level requirements required under this Agreement shall not be applicable to the maintenance or service of the hardware and software for the operating system on the Count Server or any other third party system.
 - (e) Correct system problems as they occur in a timely fashion according to industry standards, to ensure against the loss of DIA revenue, promptly inform DIA of any malfunction or failure of the GT Software, and cooperate fully with any contractor or other person who is performing remedial or routine maintenance work on such software.
 - (f) ACS shall resolve all system malfunctions to DIA's reasonable satisfaction. Should ACS know or have reason to know of any errors, breakdowns, or glitches, ACS will promptly notify in writing to the Contract Administrator that the GT Software is malfunctioning and ACS shall fully cooperate and coordinate if necessary with any third party vendor, company, or technician who shall perform remedial services on the GT Software, to the extent practicable, taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. The parties acknowledge and agree that any service level requirements required under this Agreement shall not be applicable to the maintenance or service of the remedial services or support thereof to any third party technician conducting remedial services on the GT Software or any other third party system.
 - (g) ACS shall remove and repair any ticket jams upon being notified by the parking operator.

- (h) ACS shall replenish DIA supplied ticket stock and ribbons in lane equipment as needed. DIA will furnish the tickets and ribbons for ACS. ACS will provide a monthly report to DIA stating the amount of ticket stock that is on hand in DIA's inventory.
 - (i) ACS shall maintain a preventive maintenance (PM) log for all units of equipment listed by unit, date, and technician. ACS shall submit the PM log to DIA on a weekly basis. ACS shall prepare and deliver to DIA's Parking and Ground Transportation Offices a monthly report which states the remedial maintenance work done, the month the remedial work was conducted, the time of completion for each item of work, the response time for each service call, the nature of problem encountered, and the solution implemented or proposed.
 - (j) ACS shall check and reset communications equipment, as necessary and subject to access, after each power failure
 - (k) ACS shall coordinate its services and cooperate fully with any other DIA Departments, City of Denver consultants or employees, or third party contractors for the City of Denver or DIA who are maintaining the GT Software.
 - (l) ACS shall provide After Action Reports (AAR) to the Contract Administrator for any outages to the system. The AAR will identify a root cause analysis for the outage.
 - (m) ACS shall abide by the Change Management Control Process, which shall be referred within this SOW. DIA shall provide ACS a current version of the Change Management Control Process. Additionally, ACS agrees that the Change Management Control Process is subject to change at any time and ACS shall abide to these changes. so as long as such changes do not substantially increase the change management work requirements of ACS and such changes do not limit ACS from performing its Maintenance and Support Services as outlined herein.. ACS shall further provide the DIA Technologies Change Control Board advance notice to any changes made to the production system in accordance with DIA's Change Management Control Process. DIA shall use commercially reasonable efforts to approve all Change Control requests and will notify ACS of the status of such requests in a timely manner.
 - (n) ACS shall maintain and have accessible Reference Architecture Diagrams of the system.
- (2) With the exception of GT Software, the full service maintenance program shall provide DIA complete maintenance coverage for the PGTRCS, and reasonable efforts to maintain and service Garage Level Count and Sign

Control System, the Ground Transportation Holding Lot Equipment, the Count Server, Employee Parking Gates, taking into consideration failing equipment and parts which are past their useful life, unavailability or discontinuance of parts, and the dedicated time and resources necessary to restore or repair an obsolete system or any of its constituent equipment or parts. (

(3) ACS shall perform the following services (at a minimum of a once monthly basis) as part of its preventive maintenance program under this Agreement:

(a) Clean exterior and interior housings of all revenue control equipment.

(b) Clean loose chaff in ACTS and TIMs.

(c) Clean dispensers and reader modules.

(d) Check power supply outputs.

(e) Test all indicator lamps and keyboard keys.

(f) Lubricate all mechanical parts.

(g) Check ticket print quality, cutting consistency, and dispenser tension.

(h) Replace lane equipment printer ribbons as necessary to maintain clear print output.

(i) Inspect all belts, rollers, and battery compartments.

(j) Inspect and clean transaction printers.

(k) Replace or overhaul defective equipment components.

(l) Repair, clean, and inspect card reader units weekly or as needed.

(m) Conduct semi-annual overhaul of reader and dispenser modules.

(n) Check all antennae and maintain proper antenna alignment.

(o) Clean, test, and inspect RF modules.

(4) Basic Services Hours of Service/Response Time and Staffing: ACS shall provide fully qualified technicians that are measured according to industry standards for performance under this Agreement. ACS shall establish a notification system whereby DIA shall be able to contact ACS personnel at any time. ACS shall submit biweekly time sheets to DIA so that staffing levels and response time may be monitored.

- (5) ACS shall provide at minimum at least one on site technician between the hours of 6:00am and 12:00am. This on site technician shall perform the duties outlined within this SOW. On the 20th of the preceding month, ACS will submit to the Contract Administrator for approval a schedule for the following month that ACS reasonably believes will best meet its obligations under this Agreement. Upon approval from the Contract Administrator, the schedule will be in effect for that time. ACS may elect to have more coverage than is indicated by the approved schedule, but shall not have less, for all or part of this period. Between the hours of 12:00am and 6:00am, the Parking Operator shall contact the on-call The technician will notify and coordinate directly with the System Administrator to address technical issues.
- (6) ACS shall provide to DIA in advance each month, its after hours on-call schedule, which identifies and provides contact information for the technician(s) who will be on call each night, and shall promptly notify DIA of any schedule changes.
- (7) **Basic Services: Spare Parts Inventory:** ACS shall provide a full inventory of spare parts necessary to ensure the continuous and effective operation of the PGTRCS and Count System which shall minimally include the parts inventory, described in the SOP. The spare parts inventory shall be stored at a facility that is provided by DIA. ACS shall guarantee the availability of spare parts for the equipment, which ACS provides, for the duration of this Agreement. ACS further agrees to provide DIA physical access to the inventory whenever a request by DIA is made.
8. **Spare Parts Replacement:** Whether performing Basic Services or Additional Services, ACS shall install only parts that are new or equivalent parts according to industry standards in performance of this Agreement. All replacement parts furnished by DIA shall be DIA property.
9. **Company Vehicles:** ACS shall provide at a minimum two (2) late model vehicles to assist ACS technicians in their duties. Late model is defined as a vehicle with a model year within the past three (3) years of the execution of this contract. Any company vehicles used in fulfilling this contract must be approved by the Deputy Manager for Landside Services. These vehicles shall remain on site and be used for all work related purposes pursuant to this Agreement. These vehicles shall not be considered assigned to any ACS employees for personal use. DIA agrees to dedicate two reserved parking spaces in close proximity to the facility for the exclusive use of ACS personnel.
10. **Additional Services and Parts:** From time to time, when requested by DIA, ACS shall perform Additional Services, which are services to be provided for in this Agreement. Such services may include the repair of damage caused by misuse by DIA employees or Acts of God. ACS shall perform any additional service only if written approval is provided by DIA. Payment for such services shall not exceed a

billing rate of \$67.50 per hour for hardware service or \$105.00 per hour for software services. If ACS, when performing Additional Services, must replace any parts, the parts shall be billed to DIA in addition to the fee for services, and priced as follows:

- A. If the part is supplied by ACS, at ACS's standard price at the time when the services are performed;
- B. If the part is not supplied by ACS, at the Manufacturer's published list or recommended price, if such a price has been published; or
- C. If ACS does not supply the part, and no Manufacturer's published list or recommended price exists for the part, at ACS's cost plus 10% for overhead and 5% for profit.

11. Additions to PGTRCS: If additional PGTRCS system, DIA Garage level Count and Sign Control System Hardware, Employee Parking Hardware, or any other Ground Transportation Operating area components are installed during the term of this Agreement in any facility owned or operated by DIA including new or expanded facilities, ACS shall perform its services under this Agreement for the system as so expanded, and shall be compensated. Should the PGTRCS, DIA Garage Level Count and Sign Control System, Employee Parking System, or other Ground Transportation Operating area be expanded by the addition of components not covered including relevant exhibits, or by a degree of magnitude not provided for in such article and exhibits, ACS's monthly fee for maintenance of the expanded system shall be subject to negotiation by the parties (ACS and DIA). In the alternative or pending execution of a contract amendment, the parties agree that DIA may compensate ACS for maintaining the additional system components as an "Additional Service," under Section 10 of this SOW for amounts and at rates specifically approved by DIA.

12. PCI Compliance: ACS must provide verification to DIA, prior to start up and ongoing annually during the term of this Agreement, that all modules of ACS's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant, to include the Payment Application Data Security Standard (PA DSS) certification of all systems or solutions utilized to provide payment processing services to DIA.

- A. ACS shall, to verify PCI DSS compliance, allow DIA's contracted PCI DSS compliance auditor full access to ACS's system(s) installed at DIA at any time to provide this verification to DIA. If any Association requires an audit of ACS or any of ACS's service providers, agents, business partners, contractors or subcontractors due to a data security compromise event, ACS agrees to cooperate with such audit. DIA agrees to assist ACS in obtaining a confidentiality agreement with any such auditor.

B. ACS shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information resulting from a PRCS application failure or ACS on-site maintenance personnel disclosure, ACS shall immediately notify DIA in writing, and upon ACS agreement, shall support appropriate notification to parties and persons affected by such disclosure and compromise.

C.

ACS agrees to comply with all applicable sections and subsections of the Payment Card Industry Data Security Standards (PCI DSS), Payment Application Data Security Standard (PA DSS), and (where applicable) the VISA Payment Application Best Practices (PABP).

13. ACS shall maintain and keep current a Disaster Recovery Plan. The Plan will include at least annual table top exercises to determine the validity of the Plan.

14. ACS will keep current training manuals for all positions and all duties associated with the Agreement.

15. ACS will provide and keep current SOP's for all positions associated with the Agreement.

16. ACS shall provide Ad-Hoc reports as requested by the Contract Administrator, and requiring no more than 40 hours of software work per report, and limited to four (4) ad-hoc reports per year of this agreement,

17. Company Performance and Penalties

A. The specific criteria in which ACS's performance and any associated deductions for non-performance or substandard performance under the Agreement will be determined are on page 10 of this SOW in Table 1-SLA Non-performance or Substandard Performance. In the event ACS fails to achieve the level of performance stated in Table 1-SLA Non-performance or Substandard Performance, unless waived by the Contract Administrator, ACS will pay DIA the relevant amounts according to Table 1-SLA Non-performance or Substandard Performance.

B. ACS may request, in writing, that the Non-performance or Substandard Performance amounts be waived. A request must include an explanation of the penalty and offer a business plan to remedy the penalty. After a review of the request, the Contract Administrator, in their sole discretion, may decide to enforce or waive the penalty.

C. ACS shall work with DIA in planning on-site staff scheduled time off , and shall obtain DIA's concurrence before approving such time off. ACS is not required to back fill up to three (3) weeks on an annual basis for each staff persons scheduled time off.

D. In the event an unplanned on-site staff shortage occurs, ACS shall provide back-up staff within five (5) business days, with no more than 20 days of unplanned staff shortage in any year.

18. In the event that an issue is caused by ACS software, hardware or employee action that results in the loss of revenue, ACS will be responsible for repayment of that lost revenue. The repayment method will be through a deduction from the monthly invoice. Documentation of the lost revenue will be provided to ACS prior to the deduction being made. If an error in the deduction is made, the city will reimburse ACS on the next monthly invoice.

TABLE 1 - SLA NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE

Service Level Agreement Criteria	Measurement	Deductions
ACS shall maintain not less than the agreed number of properly trained and certified staff for Onsite Support Services as scheduled.	ACS shall provide a monthly report showing On-Site staff levels during the month.	Two (2) times the normal fee for the absent resource if the remaining staff does not provide coverage for the missing staff member.
ACS shall ensure Equipment is available ninety-nine percent (99%) of the Scheduled Uptime as approved by DIA.	ACS shall provide a monthly report showing the actual uptime of each lane .	\$200.00 per every percent below ninety-nine percent (99%) each device is down. Ticket jams and receipt paper jams do not count against availability.
Preventative maintenance shall be performed as scheduled pursuant to manufacturer's recommendations and as approved by DIA.	ACS shall provide a monthly report showing the scheduled and completed activities for the previous month.	One percent (1%) of the total monthly fee for every percentage point below ninety percent (90%) of goal achievement.
Corrections to existing Application Software shall be completed within ninety (90) days of time of report. and after the fifteen (15) days validation period.	ACS shall provide a release date for corrections to existing software. Such data will be considered in calendar days against the needed correction/defect accepted by ACS and ACS will have fifteen (15) days to validate software corrections and if they that are needed.	\$50.00 per each late day the activity is incomplete.
ACS shall ensure ongoing PRCS compliance with applicable PA-DSS requirements promulgated by the PCI-SSC, and shall ensure ACS staff follows PCI-DSS related SOPs.	ACS shall certify semi-annually that applicable PRCS Application Software is compliant with PA-DSS requirements. This certification is provided by an external PA-DSS auditor on an annual basis and can be resubmitted for the semi-annual certification to DIA.	\$5,000.00 per certification incident (\$10,000.00 per year maximum) plus \$2000.00 per month if after 30 days ACS fails to provide a remediation plan acceptable to the Airport Authority's financial institution. \$5,000.00 per incident (\$10,000.00 per maximum) for each incident where On-Site staff fails to follow PCI-DSS related SOPs.
ACS shall provide all monthly Service Level Agreement reports within ten (10) calendar days following the end of each month.	DIA will determine the number of days each report is late.	\$100.00 per each late day.

Exhibit B. STANDARD OPERATING PROCEDURES

DENVER INTERNATIONAL AIRPORT

**Maintenance Agreement for
Parking and Ground Transportation
Revenue Control System**

STANDARD OPERATING PROCEDURES

The SOPs document general standards and specific procedures that the City requires the Contractor to meet. These standards and procedures are subject to change at the discretion of the City by written notification to the Company from the Contract Administrator.

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Section 1 – STAFFING

- A. All ACS staff will be exclusively dedicated to DIA unless granted approval from the City's Contract Administrator.
- B. At a minimum, ACS staff at DIA will consist of one (1) Site Supervisor, two (2) System Administrators and (5) technicians (one who will be designated as a Lead Technician).
- C. Hours of coverage
 - 1. The Site Supervisor will work a minimum of 40 hours a week/ 5 days a week. Unless noted, he/she will work Monday through Friday during regular business hours.
 - 2. The System Administrators will work a minimum of 40 hours a week/5 days a week. One System Administrator will work Sunday – Thursday 6:30am-3pm. The second System Administrator will work Tuesday – Saturday 9am-5:30pm.
 - 3. The technicians will work a minimum of 40 hours a week between the hours of 6:00 am to midnight covering 7 days a week, and 5:00 am to midnight on holidays.
- D. Uniforms – ACS staff will maintain a professional appearance including wearing a shirt with an ACS company logo. System Administrators have the option to dress in standard professional office attire. They will wear proper identification while on site and will be recognizable as ACS employees.
- E. Employee termination – any terminated employee will turn in all City equipment/property including keys, DIA ID badge, radio and parking permit. The company will be responsible for the replacement of any missing items and any costs associated with the any items that are not returned. An example is the costs for re-keying locks if keys are not returned.
- F. All ACS staff must obtain a DIA ID badge and must have the badge properly displayed during work hours. If an ACS employee forgets his/her badge, he/she must return home to retrieve it.
- G. ACS must perform background checks on all ACS staff at DIA that, at a minimum will include a criminal and credit check.
- H. All ACS staff will comply with all public and employee parking policies at all times.

SITE SUPERVISOR

- A. He/she is responsible for the efficient management of the operations at DIA.
- B. He/she will work a minimum of 40 hours a week/ 5 days week Monday through Friday during regular business hours.
- C. He/she must provide contact numbers to the Contract Administrator including a pager and/or cell phone and home phone.
- D. He/she must be fully trained in the repair and maintenance of all equipment listed in the agreement.
- E. He/she is responsible to notify the Contract Administrator of any software or hardware system failures by telephone and follow-up in writing.
- F. He/she is responsible for the preparation and distribution of a monthly work schedule.
 - 1. The schedule will be sent to the Contract Administrator for approval by the 20th of each month for the next month's coverage.
 - 2. Once approved the schedule will be distributed to the Contract Administrator and the General Manager of the Parking Contract.
 - 3. The schedule will list all ACS staff work schedules.
 - 4. The schedule will list all ACS staff contact numbers.
 - 5. The schedule will list the ACS on call staff hours/dates.
 - 6. The Site Supervisor will distribute any changes to the schedule to the Contract Administrator and the General Manager of the Parking Contract.
 - 7. The Site Supervisor will be responsible for making any necessary schedule adjustments to provide the required coverage for day to day operations, holiday coverage and special event coverage.
 - 8. He/she will be responsible to notify the Contract Administrator of any staff absences not listed on the monthly schedule.
- G. He/she is responsible for preparing and submitting to the Contract Administrator the following reports:
 - 1. Weekly timesheets due each Tuesday.
 - 2. Monthly Equipment Report due by the 5th of each month that will include:
 - a. Repairs – type of equipment repaired, date/time reported, the problem, the solution, response time, date/time completed, who completed.
 - b. Preventative maintenance checklist for each equipment and who completed it.

3. Monthly Tape Rotation Report due by the 5th of each month that will include type of tape (daily, weekly, monthly), who change the tape and date/time and name of DIA IT staff taking possession of the tape.
 4. Monthly Spare Parts Report due by the 5th of each month that will include spare parts used, date replacement ordered and date replacement part received.
 5. When necessary, the Site Supervisor will complete and turn in the Employee Separation Checklist to the City's Contract Administrator.
- H. He/she will be responsible for changing the safe combination when either he/she, the System Administrator or any other ACS employee with the combination is terminated/separated from the company or site.
 - I. He/she is responsible for preparing and maintaining a current ACS employee assigned key list.
 - J. He/she must turn in a terminated/separated ACS employee's keys to the City's Contract Administrator.
 - K. The Site Supervisor is responsible, along with the System Administrator, for the database tapes including changing the tapes, storage and security of the tapes.
 - L. He/she is responsible for reporting all work requests, in writing, to the City's Contract Administrator.
 - M. He/she must insure all on site ACS staff complete and sign IT User Agreement and turn the form into the City's Contract Administrator.
 - N. He/she is responsible for the maintenance of parking tickets including secure storage of unused tickets, keeping the TIMs replenished and notifying the City's Contract Administrator when tickets need reordered.
 - O. He/she will maintain a current list of common equipment/system problems and solutions to be used by the technicians.
 - P. He/she is responsible for developing and maintaining a training program for all ACS staff.
 - Q. He/she is responsible for maintaining the physical integrity and security of the ACS offices for which ACS has control.
 - R. He/she is responsible for maintaining current copies of ACS software programming manuals.
 - S. He/she must maintain a current copy of the Disaster Recovery Plan.

- T. He/she must coordinate all system shutdowns with the System Administrator, Contract Administrator, General Manager of the Parking Contract and others.
- U. He/she is responsible for reporting any security breaches and/or suspicious activity to the Contract Administrator.
- V. He/she will respond to all requests in a professional, timely manner.

SYSTEM ADMINISTRATOR(S)

- A. The System Administrator(s) must be fully trained and competent in all required duties as outlined in the Agreement.
- B. He/she must work a minimum of 40 hours a week/ 5 days a week as outlined on page 3 of the SOPs and be available in case of a system failure.
- C. He/she must provide technical training to ACS staff, City staff and Parking Contractor staff when necessary.
- D. He/she is responsible, along with the Site Supervisor, for the database backup tapes including changing them, storage and security of the tapes while in the possession of ACS.
- E. He/she must immediately notify the ACS Site Supervisor of any software/system failures.
- F. He/she must coordinate through the Site Supervisor all communication to the City.
- G. He/she is responsible for reporting any security breaches and/or suspicious activity to the Site Supervisor.
- H. He/she is responsible for reviewing all security policies and implementing security procedures.
- I. He/she is responsible for reporting to the Site Supervisor any concerns regarding the physical integrity and security of the ACS offices.
- J. He/she is responsible for training all ACS staff on security procedures and maintaining security training records.
- K. He/she will work through the Site Supervisor for all security incidents.
- L. He/she is responsible for ensuring the content of the ACS software programming manuals are current.
- M. He/she is responsible for implementing a Disaster Recovery Plan if needed.
- N. He/she must test and implement all software upgrades and report all results to the Site Supervisor.
- O. He/she must coordinate all system shutdowns with the ACS Site Supervisor and the Contract Administrator and the General Manager of the Parking Contract.

- P. He/she is responsible for resolving and troubleshooting any PGTRCS network connectivity issues.
- Q. The System Administrator will respond to all system issues in a professional, timely manner.

TECHNICIANS

- A. The technicians must be fully trained in the repair and maintenance of all equipment as listed in the Agreement.
- B. They must work a minimum of 40 hours a week as outlined on page 3 of the SOPs.
- C. They must perform all required PMs as scheduled.
- D. They will utilize the list of common problems/solutions when troubleshooting and repairing equipment.
- E. They must respond to all service call in a professional, timely manner.

Section 2 – EQUIPMENT REPAIR AND MAINTENANCE

A. All equipment will be maintained in working condition to include at a minimum:

- a. Clean exterior and interior housing
- b. Clean loose chaff in CTs and TIMs
- c. Clean dispensers and reader modules
- d. Check power supply outputs
- e. Test all indicator lamps and keyboard keys
- f. Lubricate all mechanical parts
- g. Check ticket print quality, cutting consistency and dispenser tension
- h. Replace lane equipment printer ribbons and thermal print heads as necessary to maintain clear print output
- i. Inspect all belts, rollers and battery compartments
- j. Inspect and clean transaction printers
- k. Replace or overhaul defective equipment components.
- l. Repair, clean and inspect card reader units as needed
- m. Conduct semi-annual overhaul of reader and dispenser modules
- n. Check all antennae and maintain proper antennae alignment
- o. Clean, test and inspect loops
- p. Clean test and inspect RF modules
- q. Paint equipment as needed.

B. All PMs will be scheduled and completed to include at a minimum:

1. Monthly PMs on CTs and TIMs.
2. Weekly PMs on CTs.
3. Twice weekly PMs on TIMs.
4. Weekly PMs on all AVIs and gates.

C. The equipment to be repaired and maintained will include at a minimum: (If any equipment not provided by ACS is at the end of life cycle, or if parts cannot be procured for that equipment, ACS and the City will negotiate a mutually acceptable method to maintain that equipment.

1. All PRCS hardware and software.
2. Any wayfinding and/or count system.
3. Ground Transportation hardware including AVI and taxi operations.
4. First point of contact for Employee Parking System to determine what the problem is.
5. Server hardware/software maintenance.
6. Any additional hardware/software added during the Agreement including PRCS, garage count, Ground Transportation operating equipment with appropriate compensation to ACS.
7. Perform any additional repairs and maintenance as outlined in the Agreement.

- D. The PMs will include periodic work that will maintain the equipment.
- E. Responsible for repairing and replacing all loops. Loops damaged or destroyed by the City or others will be replaced on a billable basis.
- F. Responsible for repairing and replacing all TIMs and gate arm mechanisms. Equipment damaged or destroyed by the City or others will be replaced on a billable basis.
- G. All facilities with one or two lanes of equipment must be repaired immediately during business hours and immediately upon arrival of a technician after hours including but not limited to Short-term, Pikes Peak and East and West Economy Lots.

Section 3 – OFFICES

ACS OFFICES

- A. The offices will be maintained and cleaned at all times.
- B. Only on site staff will be assigned keys.
- C. Any City issued office furniture or equipment will be maintained in good condition and it will be the Company's responsibility to replace as needed.
- D. The offices will be kept locked at all times.
- E. The city will request from security, monthly access logs for office and server room areas. These reports will be supplied to ACS when they are available.

SERVER ROOM

- A. Only the required on site staff will have badge access into the server room.
- B. The server room doors are never to be left propped open.
- C. All ACS staff must badge in and out to enter and exit the server room.
- D. A bolted safe will be kept and maintained in working condition for the database tape storage in the server room.
- E. Any door malfunctions will be reported immediately to the City's Contract Administrator.

Section 4 – PCI COMPLIANCE

- A. The database tapes will be used to backup data from each central computer, the Real Time Server and the Warehouse Server.
- B. The database tapes will be sent off –site as designated by the City.
- C. Only the Site Supervisor and System Administrators and lead technician will have the safe combination. Any requests for additional staff to have the combination must be put in writing to the City's Contract Administrator.
- D. Tapes not in use will be only stored in the locked safe.
- E. All database tapes will be encrypted.
- F. The daily, weekly and monthly tapes will be changed at the appropriate times.
- G. If the database tapes are compromised, missing, etc., the Site Supervisor or System Administrator will immediately notify the City's Contract Administrator.
- H. The contractor acknowledges that this contract requires the contractor to be responsible for administrative, technical and physical security of all sensitive data within their control. Sensitive data includes but is not limited to passwords, credit card information, and financial information. All contractor employees will receive security training during their new hire training period and at a minimum refresher training will occur annually. All security training will be documented and signed by the trainer and the trainee. At a minimum the security training documentation will list each item and the date of the training.
- I. The contractor will provide an annual PCI DSS Report on Compliance to the Contract Administrator.
- J. The contractor will protect all cardholder data as specified by the PCI DSS and in accordance with DIA standards, policies and procedures.
- K. The contractor will report any known or suspected compromise of any data to the Contract Administrator immediately upon knowledge of the compromise or suspected compromise.
- L. The contractor acknowledges that the company has ownership of cardholder data. The contractor also acknowledges that such data can only be used for assisting VISA or the acquiring bank in completing a transaction, supporting a loyalty program, providing fraud control services, or such uses specifically required by law.
- M. The contractor will allow access by Visa or Visa approved entities in the event of a cardholder data compromise.
- N. The contractor will provide business continuity such that the services provided by the vendor will be available in the event of a major disruption of failure.

- O. The contractor will ensure continued security of cardholder data during the life of the contract. The contractor shall ensure continued security of cardholder data after the termination of the contract until such time as the contractor no longer has card holder data in their possession and no longer has access to card holder data.
- P. The contractor will be a PCI Compliant Service Provider as listed on the www.visa.com site. The contractor will remain a PCI Compliant Service Provider for the life of the contract.
 - a. The contractor will allow access by any PCI DSS auditors as approved by the contract administrator. The City agrees to assist ACS in obtaining a confidentiality agreement with any such auditor.
- Q. The contractor will provide daily, weekly, monthly, quarterly, and annual PCI DSS reports as determined by the contract administrator. These reports will include internal and external scanning requirements as outlined by the current PCI DSS standards.

Section 5 – VEHICLES

- A. ACS will keep on site at all times two (2) vehicles provided by the Company for use by the on site staff.
- B. If available, the City will provide a lift truck for use by the on site staff.
- C. Any City issued vehicles will be maintained in working condition.
- D. Any damage to any City issued vehicles deemed negligent by an ACS employee will be the responsibility of the Company.

Section 6 – SPARE PARTS

- A. The spare parts list will be maintained by the Site Supervisor.
- B. Any spare parts used will be replaced and the City will be sent an invoice.
- C. A Monthly Spare Parts Report will be completed and sent to the City's Contract Administrator.

Section 7 – CONFLICT OF INTEREST

Any outside work performed by the on site staff that could be perceived as a conflict of interest to the Agreement can only be done with written approval from the Contract Administrator.

Section 8 – PRCS USER POLICIES/PROCEDURES

The ACS user agrees to sign and follow all policies contained within the IT User Agreement, DIA Acceptable Use Standard, DIA IT End-User Security Standard Policies, and any changes that may be incorporated into these documents.

EXHIBIT C. SPARE PARTS

ACS Transport Solutions Inventory
 Report For Location 8400 Pena
 Blvd., Door 108 Denver, CO 80249-
 9040 Tina Hitner

Category	Item	Description	Quantity
Category	51	G5 Plastic White Spool	22
Category	60	G5 Little Gear	5
Category	61	G5 Little Reader Gear	11
Category	63	G5 Reader Gear	6
Category	75	G5 Reader Gear	6
Category	100001	G5 Reader Blue Plastic Roller, arm and spring	25
Category	02800.9-01	STEGO Reader heater	3
Category	04641.9-00	STEGO ET/XT Heater	3
PPU-700	620400	MEPS1	1
PPU-700	620436	MEPS2	1
Citizen Desk Top Printers	07y0136	DS5	1
Citizen Desk Top Printers	810007	DS8	1
Citizen Desk Top Printers	810012	DS1	1
Citizen Desk Top Printers	821973	D65	1
Citizen Desk Top Printers	821974	DS10	1
Citizen Desk Top Printers	821975	DS11	1
Citizen Desk Top Printers	821976	DS4	1
Citizen Desk Top Printers	821983	DS3	1
Citizen Desk Top Printers	821984	DS2	1
G5 Reader	09-20058007-1-006	S5	1
	761		
G5 Reader	09-20058007-1-007	S3	1
	169		
G5 Reader	09-20058007-1-007	S8	1
	186		
G5 Reader	09-20058007-1-007	S12	1
	187		
G5 Reader	09-20058007-1-007	S7	1
	208		
G5 Reader	09-20058007-1-007	S4	1
	214		
G5 Reader	09-20058007-1-007	S6	1
	223		
Burster	09-40070031-1-011	SB11	1
	596		
Burster	09-40070031-2-012	SB7	1
	608		
Burster	09-40070031-2-012	SB4	1
	610		
Burster	09-40070031-2-012	SB9	1
	611		
Burster	09-40070031-2-012	SB2	1
	618		
Burster	09-40070031-2-012	SB1	1

	624		
Burster	09-40070031-2-012	SB3	1
	639		
Burster	09-40070031-2-012	SB5	1
	647		
Mini Burster	09-44050010-1-001	SMB5	1
	139		
Mini Burster	09-44050010-1-001	SMB6	1
	141		
Mini Burster	09-44050010-1-001	SMB4	1
	374		
Mini Burster	09-44050010-1-001	SMB7	1
	381		
Burster	10-40070031-02-01	SB6	1
	3001		
Mini Burster	10-44050010-04-00	SMB1	1
	1735		
Mini Burster	10-44050010-04-00	SMB3	1
	1737		
Mini Burster	10-44050010-04-00	SMB2	1
	1739		
Citizen Desk Top Printers	1076623	DS6	1
Citizen Desk Top Printers	1076626	DS9	1
Citizen Desk Top Printers	1076627	DS7	1
G5 Reader	12-20058007-15-01	S11	1
	3450		
G5 Reader	12-20058007-15-01	S10	1
	3451		
EE811AS.0	1661424		0
EE811AS.0	1679099	EE811AS.0 Commend Handset	3
EE811AS.0	1875929		0
Category	20050108	G5 Printer Head Gear	5
Category	20051024	G5 Reader Tension Roller	12
Category	2280-3288	Old Wincount Receiver	2
Category	2280-3288-T	Old Wincount Transmitter	2
30C25Z80T	30C25Z80T	G5 Speaker	5
Category	3140-3180	New Wincount Transmitter	3
Category	3140-3220	Receiver New Wincount	5
Zebra PIH Printer G5	4-0804-67123	ZS13	1
Zebra PIH Printer G5	4-0820-81831	ZS3	1
Zebra PIH Printer G5	4-0820-81836	ZS10	1
Zebra PIH Printer G5	4-0824-87902	ZS12	1
Zebra PIH Printer G5	4-0835-99151	ZS14	1
ELK-800	7.62158E+11		4
Category	7X ET Facia	7X ET Facia	5
Category	7X PIH Facia	7X PIH Facia	2
Category	902463	CC Head 7.X	15
Zebra PIH Printer G5	90j09310319	ZS11	1
Zebra PIH Printer G5	90j09310349	ZS8	0
Zebra PIH Printer G5	90j09320004	Z93	0
Zebra PIH Printer G5	90j09320246	ZS9	0

Zebra PIH Printer G5	90j09370133	ZS1	0
Zebra PIH Printer G5	90j09370191	ZS4	0
Zebra PIH Printer G5	90j09370223	ZS2	1
7.56728E+11	9445-010588		0
7.56728E+11	9445-010589		0
7.56728E+11	9445-010942		0
7.56728E+11	9445-012081		0
Category	C-CCSR-10504	G5 Mouth	10
Category	C-CCSR-10604	G5 Motor	6
Category	C-CCSR-25106	G5 Printhead	5
Category	C-CCSR-M0115	G5 Reader motor M0000115	5
Category	C-CCSR-M0166	G5 Reader Big Belt M0000166	4
Category	C-CCSR-M0236	G5 CC Head	5
ET901	c-et901-d.c#ai#019 77957#	Commend Base Module c-et901-d.c#ai#019 77957# c-et901-d.c#ai#019 77960# c-et901-d.c#ai#019 77961# c-et901-d.c#ai#019 77958# c-et901-d.c#ai#019 77959# c-et901-a.c#ah#01 178149# c-et901-a.c#ah#01 209698#	7
ET908A REVAA	c-et908a#aa#0244 3935#	Commend Base Module	1
ET908A REVAA	c-et908a#aa#0244 3936#	Commend Base Module	1
ET908A REVAA	c-et908a#aa#0244 3942#	Commend Base Module	1
ET908A REVAA	c-et908a#aa#0244 3943#	Commend Base Module	1
MIC480	c-mic480#1.0##	Commend Microphone c-mic480#1.0## c-nnic480#1.0## c-mic480#1.00 c-mic480#1.0## cmic480#1.0## c-mic480#1.014 c-mic480#1.0## cmic480#1.0##	8
Category	C-READ-00019	PRCS 6/7 Ticket Head	10
Category	C-READ-00020	PRCS 6/7 CC Head	8
G5 Reader	CCS 2005-TPX KGB		5
Category	CPLEX06101	7X ET/XT plastic display window	10
Category	CPLEX06201	7X PIH Windows	9
Category	EB000024	G5 Mouth sensor and LED	11
Category	Eclair	Eclair	1
Category	Emerson LPR Surge Supressor	Emerson LPR Surge Supressor	3
Category	Full Size Keyboard USB		11
Category	G5 7X PC Power Supply	G5 7X Power Supply	16
Category	G5 7X Reader Power Supply	G5 7X Reader Power Supply	13
Category	G5 CT UPS Battery	G5 CT UPS Battery	5
Category	G5 Desktop Display	G5 Desktop Display (full assembly)	2
Category	G5 ET/XT Patron Display	G5 ET/XT Patron Display	3
Category	G5 ET/XT Reader Power Supply	G5 ET/XT Reader Power Supply	7
Category	G5 ET/XT Window	G5 ET/XT Window	9
Category	G5 PIH Facia	G5 PIH Facia	13
Category	G5 PIH Patron Display	G5 PIH Patron Display (screen only)	5
Category	G5 PIH Patron Display Cable	G5 PIH Patron Display Cable	3
Category	G5 PIH Speaker Facia	G5 PIH Speaker Facia	9
Category	G5 Reader Board	G5 Reader Board	1
Category	G5 Reader Heater Mounting Bracket	G5 Reader Heater Mounting Bracket	4
Category	G5 Reader Power Conn.	G5 Reader Power Connector	25
Category	G5 Red LED Button	G5 Red LED Button	16
Category	H6Z0812	LPR Camera Lens	7

LCDP-	LCD-030		20
Category	LEC 2S	LEC 2S	1
Category	LEC Pile	LEC Pile	1
Category	Low Ticket Switch G5	G5 ET XT Low Ticket Switch	6
Category	LTC0355	LPR Camera	10
Category	M0000117	G5 Reader (Little) Belt	7
Category	M0000133	G5 Reader Belt	5
Category	Magnetic Blue Loop Detector	Magnetic Blue Loop Detector	6
Category	Mini Keyboard		6
Category	Pay Pass Reader	PayPass Reader	3
Category	PRCS 6 PFD	PRCS 6 PFD	5
Category	PRCS6 Print Head		1
Category	PS2 Full Size Keyboard		1
Category	Relay	Relay	28
Category	Relay Socket	Relay Socket	27
AVI TWISTER	tw2000-0000 120100018		1
AVI TWISTER	tw2503s-00c-7670 120900001		1
Category	USB Mouse		5
Category	WAGO - Full Assembly	WAGO Full Assembly	9
Category)0(X	Cash Drawer Solenoid	12
Category	xxxx	Cash Drawer Switch	5
Total			610

EXHIBIT D. INSURANCE REQUIREMENTS
CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS - DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201309652
– ACS Transportation Solutions

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds. Such requirement may be met through a blanket additional insured basis.
2. Liability assumed under an Insured Contract (Contractual Liability).
3. Waiver of Subrogation and Rights of Recovery, which may be met through a blanket waiver basis.
4. Separation of Insureds Provision required

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area	
Minimum Limits of Liability (In Thousands)	Each Occurrence and aggregate
\$1,000	
Umbrella Liability Restricted Area	Each Occurrence and aggregate \$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds or policy shall be follow form type.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability only as applicable Information Technology Contracts

Coverage: **Professional Liability including Cyber Liability for Errors and Omissions**
 (If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands) Per Claim \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social

security numbers, etc. information) stored or transmitted in electronic form

- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104.
The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
 - 3 Any cancellation notice required herein may be provided by either certified or regular mail by Contractor.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on these Insurance Requirements shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a

material change in coverage adverse to the City, the Contractor shall give notice to the Department of Aviation in accordance with policy provisions.

EXHIBIT E. PERFORMANCE BOND

SAMPLE PERFORMANCE BOND WORDING (ANNUALLY/RENEWABLE PERFORMANCE BOND)

Bond Number: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, (hereinafter called the Principal), as Principal, and NAME OF SURETY COMPANY, duly organized under the laws of the State of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto _____, (hereinafter called the Obligee), in the sum of _____ (\$____) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated _____, for _____, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, 20____, until _____, 20____, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this _____ day of _____, _____

(fill in Principal's name)
Principal

By: _____

NAME OF SURETY COMPANY
Surety

By: _____
Attorney-in-Fact