

**INFORMATION TECHNOLOGY STRATEGIC PARTNERS AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER**

**AND**

**NICMAN GROUP, LLC  
ON-CALL TECHNOLOGIES STRATEGIC PARTNERS**

**AT  
DENVER INTERNATIONAL AIRPORT**

## AGREEMENT

**THIS INFORMATION TECHNOLOGY STRATEGIC PARTNERS AGREEMENT** (Contract Number PLANE-201626733-00) ('Agreement'), made and entered into as of the date set forth on the signature page below (the "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 **Nicman Group, LLC**, a limited liability company organized under the laws of Delaware and authorized to do business in Colorado ("Consultant"), Party of the Second Part;

### WITNESSETH:

**WHEREAS**, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and desires to engage Information Technology Strategic Partners, to assist in maintaining, developing and improving its information systems and processes, and will require professional services for the same, and such other work as may be requested by the City, at Denver International Airport; and

**WHEREAS**, the Consultant is qualified and ready, willing and able to provide the requested hardware, software and professional services to the City, in accordance with the terms of this Agreement;

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

#### **1. LINE OF AUTHORITY:**

The City's Chief Executive Officer of the Department of Aviation, her designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described herein to the Airport's Chief Information Officer (the "CIO") as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The CIO's authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the CIO may rescind or amend any such designation of representatives or delegation of authority and the CIO may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

#### **2. SCOPE OF WORK:**

A. The Consultant, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Consultant shall provide the goods and services provided in the attached **Exhibit A, "SCOPE OF WORK"**. The City shall authorize specific engagements with the Consultant by placing a written order which will contain a

description of the work to be performed and the rate to be charged. Such written orders may be a “Work Order” or “Task Order” or both. The terms “Work Order” and “Task Order” are more fully described in **Exhibit A**. Work Orders and Task Orders may hereafter be referred to collectively as “Orders”. The Consultant agrees that during the term of this Agreement it shall fully coordinate its work under all Orders with any person or firm under contract with the City doing work or providing services which affect the Consultant’s services. The Consultant shall faithfully perform the work described in any and all Orders in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in an Order.

B. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the CIO determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the CIO. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement. Time is of the essence in this Agreement.

### **3. TERM:**

The Term of this Agreement shall commence on the Effective Date, and shall terminate three (3) years thereafter, unless sooner terminated. The term of this Agreement may be extended for one period of two (2) years, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

### **4. COMPENSATION AND PAYMENT:**

A. Fee: The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth on **Exhibit C, “RATES”** and as may be further described herein.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the CIO.

C. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City, as more fully described in **Exhibit B**, hereto, "Scheduling, progress Reporting, Invoicing, and Correspondence Control." The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Five Million Dollars and 00 Cents (\$5,000,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**5. TAXES AND COSTS:**

A. The Consultant, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

B. The City shall provide to Consultant, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Consultant, the City shall reimburse Consultant the actual cost of such items.

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Consultant confirms that all Charges

are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Consultant is responsible for payment of such Taxes to the appropriate governmental authority.

**6. STATUS OF CONSULTANT:**

It is agreed and understood by and between the parties hereto that the status of the Consultant shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Consultant or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

**7. NO AUTHORITY TO BIND CITY TO CONTRACTS:**

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

**8. PERSONNEL ASSIGNMENTS:**

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City’s Project Manager on matters concerning this Project and shall have the authority to act for the Consultant’s organization. Consultant’s designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant’s Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant’s organization or in the best interest of the Consultant’s Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager’s assignment is subject to the approval of the CIO of Aviation.

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or subcontractors to perform work under the Work. The CIO must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Consultant’s and the sub-consultant’s key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the CIO in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the CIO, which approval shall not be unreasonably withheld. The CIO shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the CIO receives the list of key professional personnel, which the Consultant desires to replace. If the CIO or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the CIO determines that the performance of approved key personnel is not acceptable, he shall notify the Consultant, and he may give the Consultant notice of the period of time, which the CIO considers reasonable to correct such performance. If the CIO notifies the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the CIO's notice.

## **9. SUBCONTRACTORS:**

A. Although the Consultant may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the CIO or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the CIO. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the CIO shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CIO shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Consultant shall not retain any subcontractor to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

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

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

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

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

C. The Consultant also agrees and represents that:

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

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

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in 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 Agreement, 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 Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant 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 subcontractor 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 § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

**11. NO DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under this Agreement, the Consultant agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment 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 Consultant further agrees to insert the foregoing provision in all subcontracts hereunder.

**12. DSBO GOALS:**

The Consultant may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: *Not Applicable*. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

**13. PREVAILING WAGES:**

Employees of the Consultant or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Consultant covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Consultant's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. The Consultant may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

**14. PROMPT PAY:**

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).



**15. CITY REVIEW OF PROCEDURES:**

The Consultant agrees that, upon request of the CIO, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

**16. COORDINATION OF SERVICES:**

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DIA, and all work and movement of personnel or equipment on areas included within the DIA site shall be subject to the regulations and restrictions established by the City or its authorized agents.

**17. INSURANCE:**

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit D**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit D**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. 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.

E. The Consultant shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant 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 Agreement.

## **18. DEFENSE AND INDEMNIFICATION:**

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

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

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

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

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

## **19. COLORADO GOVERNMENTAL IMMUNITY ACT:**

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

## **20. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:**

Consultant shall (i) defend City against any third party claim that the Work, or materials provided by Consultant to City infringe a patent, copyright or other intellectual property right, and (ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Consultant. The foregoing obligations are subject to the following: the City (a) notifies the Consultant promptly in writing of such claim, (b) grants the Consultant sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Consultant's opinion be likely to be made, the Consultant may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Consultant shall refund the portion of any fee for the affected Work. The Consultant shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Consultant's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Consultant or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Consultant pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

## **21. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:**

A. Ownership: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a

“work made for hire,” the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City’s written concurrence that the hardware and software are satisfactorily installed and payment to the Consultant by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B. License Grant: To the extent any Work under this Agreement shall require the City obtain any license, the form of license shall be set forth in a Task Order or Work Order. Any such license agreement shall be incorporated herein by reference and shall constitute a “Contract Document” hereunder.

C. Reservation of Rights: Consultant reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party’s intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Consultant has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

## **22. OWNERSHIP OF WORK PRODUCT:**

Except as otherwise set forth at paragraph 21, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from the City’s use of such documents for purposes other than those described in this Agreement.

## **23. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:**

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 18, "Defense and Indemnification," and Paragraph 20, “Intellectual Property Indemnification and Limitation of Liability,” from any and

all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

**24. SOFTWARE SOURCE CODE ESCROW:**

If required by the CEO or the CIO, Consultant and City will execute a Software Source Code Escrow agreement for any software more fully described in any Task Order or Work Order. Such agreement shall be supplementary to this Agreement and to any software license agreement between City and Consultant, pursuant to 11 United States Bankruptcy Code, Section 365(n) (11 U.S.C. §365(n)). Any such agreement shall constitute a Contract Document hereunder.

**25. ADVERTISING AND PUBLIC DISCLOSURES:**

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

**26. COLORADO OPEN RECORDS ACT:**

The Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Consultant agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Consultant asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Consultant to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Consultant 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.

**27. DATA CONFIDENTIALITY:**

A. For the purpose of this Agreement, confidential information means any information, knowledge and data marked "Confidential Information" or "Proprietary Information" or similar legend. All oral and/or visual disclosures of Confidential Information shall be designated

as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential.

C. These obligations shall not apply, however, to any information which:

(i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

(ii) was in the receiving Party's possession prior to receipt from the disclosing Party; or

(iii) is received by the receiving Party independently from a third Party free to disclose such information; or

(iv) is subsequently independently developed by the receiving Party as proven by its written records; or

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

## **28. EXAMINATION OF RECORDS:**

A. The Consultant agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

## **29. INFORMATION FURNISHED BY CITY:**

The City will furnish to the Consultant available information concerning DIA and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

## **30. TERMINATION:**

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the Work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

**31. RIGHTS AND REMEDIES NOT WAIVED:**

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Consultant, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

**32. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:**

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

**33. NOTICES:**

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to: CEO, Department of Aviation  
Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to: Nicman Group, LLC  
8200 S. Quebec St., #A3-195  
Centennial, CO 80112  
Attn: Michael Szapiel

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**34. NO THIRD PARTY BENEFICIARIES:**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention



of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**35. ASSIGNMENT:**

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

**36. CONFLICT OF INTEREST:**

The Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**37. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:**

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

B. This Agreement 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.

C. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

**38. COMPLIANCE WITH ALL LAWS AND REGULATIONS:**

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the

charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

**39. FEDERAL PROVISIONS:**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including DIA. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

**40. AIRPORT SECURITY:**

A. It is a material requirement of this Contract that the Consultant 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 Consultant 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 Consultant 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 Consultant shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant's operations under this Contract. The Consultant 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 Consultant 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 Consultant shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Consultant may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Consultant's operations at the Airport.

D. The Consultant 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 Consultant fails to do so, the Consultant 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 Consultant under this Contract.

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

The Consultant and Consultant’s agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto 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 Consultant and Consultant’s agents from City facilities or participating in City operations.

**42. CITY SMOKING POLICY:**

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City’s Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

**43. PARAGRAPH HEADINGS:**

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

**44. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:**

This Agreement consists of Sections 1 through 52 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the “Contract Documents”):

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Scope of Work
Exhibit B:	Scheduling, progress Reporting, Invoicing, and correspondence Control
Exhibit C:	Rates
Exhibit D:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 52 and any of the listed attachments or 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 No. 1 and 3
- Sections 1 through 52 hereof
- Exhibit A

Exhibit B  
Exhibit C  
Exhibit D

**45. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:**

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

**46. INUREMENT:**

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

**47. FORCE MAJEURE:**

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

**48. SEVERABILITY; ENTIRE AGREEMENT:**

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

**49. COUNTERPARTS OF THIS AGREEMENT:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**50. PAYMENT CARD INDUSTRY (“PCI”) COMPLIANCE:**

Consultant represents and warrants that for the life of the Agreement, the software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml> ). Consultant agrees to indemnify and hold City, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees) and expenses arising out of or relating to any loss of credit card or identity information managed, retained or maintained by Consultant in the course of Consultant’s performance of this Agreement, including but not limited to fraudulent or unapproved use of such credit card or identity information.”

**51. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**52. CITY EXECUTION OF AGREEMENT:**

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

**[SIGNATURE PAGE FOLLOWS]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** PLANE-201626733-00

**Contractor Name:** NICMAN GROUP LLC

By: 

Name: MICHAL SZAPIEL  
(please print)

Title: MANAGING DIRECTOR  
(please print)

**ATTEST: [if required]**

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

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

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



## APPENDIX 1 & APPENDIX 3

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

NOTE: As used below the term "Contractor" shall mean and include Concessionaire, 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 will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will 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 will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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 will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The Contractor will provide all information and reports required by the Acts, Regulations or directives issued pursuant thereto and will 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 Acts, Regulations, 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 or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will 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 this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.



6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take 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, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION,  
MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Concessionaire, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Concessionaire and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 1 00-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 et seq).

Exhibit A, Scope of Work

**EXHIBIT A**  
**SCOPE OF WORK**

**1.0 PURPOSE AND GOAL:**

**1.1 Purpose**

The Denver International Airport (DIA) is seeking Information Technology Strategic Partners to assist in maintaining, developing and improving its information systems and processes. DIA intends to create multiple as needed contracts as a result of this Request for Proposals (“RFP”) for the procurement of technology professional services.

The multiple contracts that result from this RFP will be collectively known as the DIA On-Call Technologies Strategic Partners (“Technology Partners”). The name change reflects the need to select technology partners that will facilitate the procurement of a wider array of technologies, services and expertise for DIA, and to expand opportunities for MBE/WBE businesses.

DIA typically spends between \$5-10million annually for Information Technology professional services. There is no guarantee however of how much DIA will spend going forward in total, and no consultant selected pursuant to this RFP is guaranteed any amount of business.

**1.2 RFP Goals**

The goals of this RFP are:

- **To seek qualified consultants that will provide timely delivery of high-quality services at competitive prices**

As with the previous Technology contracts, this basic requirement will continue to be the core of this Technology contract. DIA’s need for IT services continues to evolve, and DIA has developed this procurement vehicle to more efficiently meet these needs.

- **Promote a strategic partnership model between DIA and the selected consultant to provide access to the latest expertise and technology solutions**

DIA seeks to use a partnership model with the Technology Partner consultants to solve problems quickly and effectively to implement more efficient and creative solutions.

- **Seek qualified consultants that will provide training and knowledge transfer to DIA Technologies staff, thus enabling them to do their jobs better and reducing the need to outsource IT services**

DIA plans to put emphasis on more technical training to enable DIA Technologies staff to be more self-sufficient and perform more complex tasks and reduce the need to outsource consulting services. Knowledge transfer needs to be core to awarded Technology Partners Contracts philosophy and evident in execution of tasks.

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- **Explore more effective sourcing methods of service delivery**

DIA is seeking consultants that can provide for purchase of small, frequently purchased and emergency Technology professional services and effective methods of service delivery such as the use of on premise specialized services, as needed, or on an urgent basis.

- **Provide for cooperative purchasing agreements**

DIA intends to make the Technology Partners contract available to other interested DIA Divisions. Consultants may be required to enter into agreements to offer the same services on the same terms to those other Divisions as they offer through the Technology Partners Contract. An example of other Divisions at DIA that may participate in this purchasing agreement includes but is not limited to Airport Infrastructure Management, Operations, and Global Communications and Marketing.

- **To seek more than traditional Information Technology**

DIA intends to seek “turnkey solutions” from the Technology Partners that would allow DIA to describe a problem or need to a Technology Partner consultant and the consultant would propose a complete solution to fix the problem or meet the need. The solution might include other products and services not thought of as traditionally IT, but necessary to deliver the right solution. For example, a technology solution might include process reengineering, hardware architecture, a hosting provider, enterprise software integration, cameras, acoustic components, testing, and training. DIA will still follow City procurement rules regarding purchases of hardware and software and services outside of any contract awarded under this scope.

## **2.0 WORK ORDERS AND TASK ORDERS:**

Technology Partners that are awarded a contract are subject to two types of mechanisms within the contract.

### **2.1 Work Orders**

“Work Orders” will be used to secure traditional staff augmentation professional services. These awards typically outline job responsibilities, hourly rate, and length of term. The City reserves the right to terminate work orders at any time either for cause or for convenience. Employees engaged in “work order” based work are expected to be fully trained and accredited for their line of work. DIA will not pay for training to bring an employee up to an appropriate skill level to support a given role the employee supports or is assigned to. DIA, at their option, may subject work order based employees and pay for DIA specific training or unique training that is required for employee to complete duties or training that aligns with overall training presented to DIA employees.

All work performed by the Technology Partner shall be tracked accurately and the employee shall submit weekly timecards to DIA for approval. In the case where the City & County of Denver mandates furlough days for its personnel, the Technology Partner agrees to match the required furlough days for its employees and not bill DIA for the furlough days taken by the consultant. The Technology Partner’s performance will be evaluated by DIA at least on a bi-annual basis, using criteria determined by DIA.

In the event that a given candidate is offered to DIA by multiple awarded Technology Strategic Partners during a recruitment process, DIA reserves the right to choose which Technology Strategic Partner receives the final work order if that candidate is chosen by DIA management.

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## **2.2 Task Orders**

“Task Orders” are another form of work under the various contract awards. DIA will engage Technology Partners via the contract mechanism to solicit task based work efforts for a fee. These types of engagements typically have a scope of work that outlines work effort, project management engagement methodology, resources needed, deliverables, schedule, and price. Task Orders will be issued at a Firm-Fixed-Price to complete the scope of work.

We anticipate that Technology Strategic Partners will be qualified to provide complete solutions by providing information technology services as outlined in this RFP. Task Orders will be distributed among the Technology Strategic Partners in accordance with the DIA policies, and applicable laws and regulations of the City and County of Denver. There is no guarantee of any level of annual spending under the Technology Strategic Partners Contracts.

Within the Technology Strategic Partners, consultants will be selected by DIA Technologies Program Managers as needs arise subject to formal guidelines and oversight by the Office of the CIO. No minimum amount of business is guaranteed to any Technology Strategic Partner consultant under this contract. DIA reserves the right to procure equipment, software and services from other sources during the term of these contracts as necessary, as well as to add new contractors. DIA also reserves the right to add position classifications to the various categories as needs of the organization or as technology changes.

## **3.0 DISCLOSURE OF CONTENTS OF WORK ORDERS & TASK ORDER PROPOSALS:**

All task order proposals and work orders and work product of the awarded contracts become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked “Confidential”, “Proprietary”, or “Trade Secret.” Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, DIA will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless DIA from any claim or action related to DIA’s disclosure of such information.

## **4.0 CATEGORY AREAS:**

### **4.1 Categories**

DIA has categorized position classification titles into 6 areas as follows:

1. Management Consulting
  2. Applications Development/Integration and Support
  3. Network Infrastructure Services
  4. Infrastructure Services
  5. Information Security Services
  6. General Technical Services
-

Each of the categories have specific position classifications that align with overall service areas within the Technologies Division at DIA.

**Table 1 below calls out specific position classifications under each category.**

Proposers shall use this table to propose prices for the specific position classification categories that are proposing against. **Table 1 shall be submitted as a separate electronic excel spreadsheet as part of the entire submittal package.** Click on the link below to access the excel TABLE 1 spreadsheet.

[TABLE 1: GROUP AND CATEGORY PRICING](#)

All pricing information shall be limited solely to this section of your proposal. The requirements have been developed to allow DIA to uniformly evaluate prices submitted for the work. Accordingly, proposers should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Proposers are encouraged to respond to as many of the categories as possible which fit to their existing business capabilities. For every subcategory proposed, proposers are encouraged to propose against all position classifications to allow DIA to evaluate the proposals properly and award contracts in these strategic areas in whole. Any omission of a particular position pricing within a given proposed category may disqualify the proposer from being awarded a strategic partner role in that respective category or subcategory.

Proposers should provide pricing for each position classification within a given category they are responding to base on the following pricing tier definitions. These definitions are considered guidelines for candidates in these position classifications for each category:

**Staff** – junior or entry level position in this discipline area. Typically less than 1-2 years' experience.

**Associate** – 3-5 years' experience

**Senior** - +5 years' experience - may have multiple IT skills

The exception to this is the IT Management Consultant category. Proposers shall propose a single NTE (not to exceed) hourly price for these position classifications.

All prices quoted shall be firm and fixed for the specified contract period. DIA reserves the right to negotiate final price of respective candidate based on experience of individual candidate and resume submitted.

DIA will not reimburse for travel and lodging expenses related to work order based awards in any of these categories. DIA may choose to authorize travel and lodging expenses for task order based work. Not to exceed pricing shall be enforced for the entire term of the contract.

Any omissions in this proposal shall be identified by each proposer and incorporated into their proposal.

DIA will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. DIA reserves the right to select in part or the entire proposal. DIA reserves the right to bring on new position classifications within each category area with awarded proposers as the needs of the organization and technology industry changes warrant. DIA reserves the right to award as many Technology Strategic Partner contracts warranted by the needs of the Technologies Division and the ability to accomplish the objectives of this RFP.

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**TABLE 1: GROUP AND CATEGORY PRICING**

<b>CATEGORY ITEM #1</b>		NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
IT Management Consultant			
1	Senior Management Consultant		
2	Management Consultant		
3	Senior Business Analyst		
4	Business Analyst		
5	Senior Systems Analyst		
6	Systems Analyst		
7	Information Security Consultant		

<b>CATEGORY ITEM #2</b>		Staff NTE Hourly Rate	Associate NTE Hourly Rate	Senior NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
Applications Development/Integration and Support					
Software Architecture and Design					
1	Solution Architect				
2	Integration Architect				
3	Developer				
4	SOA Developer				
5	ERP Developer				
Business Intelligence / Data Warehouse / Reporting					
1	Business Intelligence Developer				
2	Report Developer				
3	ETL Engineer				
4	Data Architect				
Mobile Applications Development					
1	Mobile Developer				
2	Mobile Solution Architect				
Web Development/Design					
1	Web Designer				
2	Web Developer				
SharePoint Development/Design					
1	SharePoint Developer				
2	SharePoint Analyst				
3	SharePoint Designer				
4	SharePoint Administrator				
5	SharePoint Architect				
QA/QC and Testing					
1	Quality Assurance Engineer				
2	Technical Writer				
3	Technical Trainer				

**Exhibit A – Scope of Work**

<b>CATEGORY ITEM #3</b> Network Infrastructure Services		Staff NTE Hourly Rate	Associate NTE Hourly Rate	Senior NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
1	Cisco Certified Network Professional (CCNP – mid level engineer)				
2	Cisco Certified Internetworking Expert (CCIE – advanced level engineer)				
3	Network Technician				
4	Telecommunications Technician				

<b>CATEGORY ITEM #4</b> Infrastructure Services		Staff NTE Hourly Rate	Associate NTE Hourly Rate	Senior NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
1	IT Systems Administrator				
2	Storage Area network (SAN) Engineer				
3	Infrastructure Architect				
4	Database Administrator				
5	Identity Management Architect				

<b>CATEGORY ITEM #5</b> Information Security Services		Staff NTE Hourly Rate	Associate NTE Hourly Rate	Senior NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
1	Information Security Engineer				
2	Information Security Architect				
3	Information Security Analyst				
5	Identity Management Developer				
6	Information Systems Security Professional (e.g. CISSP, QSA, CISA, CGEIT, CISM...)				

<b>CATEGORY ITEM #6</b> General Technical Services		Staff NTE Hourly Rate	Associate NTE Hourly Rate	Senior NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)
1	Project Coordinator				
2	Project Manager				
3	Program Manager				
4	Business Analyst				
5	Desktop Support				
6	Help Desk Support				
7	Systems Field Technician				
8	Asset Management Technician				

## 4.2 Service Category Areas and Qualifications Narrative Detail Instructions

The following illustrates more detail surrounding the service category areas and topics that proposers are encouraged to address in their written responses to questions in section 4.3. Proposers are encouraged to call out certifications, manufacturer partnership levels, and recent accomplishments related to these topic areas in their written response.

### 1. *Management Consulting*

- Strategic Planning
- Business Architecture
- Governance, Risk, and Compliance
- Performance Management
- ITSM/ITIL
- Change Management
- Communications

### 2. *Applications Development/Integration and Support*

- Solutions Architecture/Design
- Software Development
- SharePoint
- Maximo
- QA/QC/Testing
- Data Analytics
- Application Integration
- Mobile Applications and Mobility
- Cloud Services
- Internet of Things
- Application Monitoring

### 3. *Network Infrastructure Services*

- Premises Wiring
- Communications Design
- Avaya Telephony
- Harris Radio
- Cisco Networking
- RF Consulting
- Synchronous Optical Networking (SONET) / Transport
- Network Load Balancing
- Enterprise Monitoring
- Wi-Fi

### 4. *Infrastructure Services*

- Architecture/Design
  - Data Center Facility Maintenance
  - Data Center Services
  - Virtual Server Services (Vmware/VBlock)
  - Storage Services
  - EMC
  - Dell Desktop, Cisco UCS Server Environment
  - Database Design and Administration
-

- Data Center 3<sup>rd</sup> party Hardware Maintenance
- CommVault Data Management Services
- Directory Services / Design and Management
- Microsoft / RedHat Server Technologies
- Hybrid Cloud Planning, Design and Management
- Converged Infrastructure

5. *Information Security Services*

- Governance
- Audit/Compliance
- PCI Compliance
- Security and Event Monitoring
- Network / Internet Security
- Security Assessment
- Policy and Procedure Management
- VPN and Firewall
- Intrusion Detection and Prevention
- Identity Management
- Security Awareness Training
- Badging and Access Control Systems
- Forensics and Security Incident Response

6. *General Technical Services*

- Project and Program Management Disciplines
- Business Case Development
- Desktop support (hardware and software)
- Windows Desktop OS Support (XP, Win7, Win 8)
- Service Desk call taker and first call resolution
- Service Now
- Low voltage systems, Tier 1 network troubleshooting
- Hardware troubleshooting and maintenance of field systems
- Asset management over hardware and software

### 4.3 QUESTIONS TO PROPOSERS

Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point per guidance in Section 4.2. **To standardize the format of all proposals, proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.** Failure to comply with this requirement may result in your proposal being declared non-responsive.

**Proposers must respond to all questions listed below. Entire narrative submittal for questions 1-11 must not exceed 25 pages in length.**

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## Exhibit A – Scope of Work

1. Provide an overview of your company profile and discuss why you should be selected as a DIA Technologies Partner.
  2. Describe your firm’s qualifications for each of the Categories selected by your firm on Table 1 of Exhibit A. Information that should be provided for each of the service categories includes, but is not limited to, overview of qualifications, services offered, years of experience, any relevant certifications.
  3. Provide 4 relevant past performances illustrating your qualifications described in question 1. It is strongly desired that at least 1 past performance is at a medium to large Airport.
  4. Provide 3 References, to include: Contact Name, Company Name, Address, contact email & phone and types of projects managed.
  5. Describe your methodology to manage delivery of “Turnkey Solutions” to DIA. How will you ensure a smooth transition to the DIA Technologies environment?
  6. Describe your ability to provide Managed Services in the service categories that your firm provides (e.g., managing a Network Operations Center or a Service Desk).
  7. Please describe your local presence (small, medium, large office) and the types of services you are able to provide without bringing in other staff from other locations within the United States.
  8. Describe the level and type of experience your company has had with Airports’ Technology Projects including professional services, staff augmentation services, and operational support. Also describe the level and type of experience with State and Local Government Technology Projects or Operational support. Please give specifics and describe the breadth of the engagement, duration, and budgets.
  9. Please provide a detailed description of your company’s approach to providing subcontracting support to DIA Technologies and your company’s plan to achieve the DSBO goals tied to this RFP.
  10. Please provide a detailed description of your company’s approach to filling skill requirements
    - a. Do you maintain a bench of skilled resources?
    - b. Do you fill requirements by “resume shopping” on resume databases?
    - c. Do you do Job Board recruitment?
  11. Provide a detailed description of your company’s candidate vetting process.
    - a. Do you do Background Checks or use a third party? How long does that process take your company? How often are the background checks updated / renewed on an individual?
    - b. Do you do Educational Checks?
    - c. Verifications of Criminal History Checks?
    - d. Financial Background/Credit Check?
    - e. Other?
  12. Describe your diversity and inclusivity policies/practices in City Solicitations by completing the attached Diversity and Inclusivity Information Request Form, on attachment 2, Part 4)
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13. Provide current W-9 along with Certificate of Good Standing. See links below.
  1. [IRS W-9 form](#)
  2. [Colorado Secretary of State](#)

## **5.0 CHECK LIST:**

Proposers are required to submit their proposal in the proper order. Use the check list below to ensure that the proposal contains the following information. Failure to comply with this requirement may result in your proposal being declared non-responsive.

1. Cover (Not to exceed 2 pages in length)
2. Table of Contents
3. Narrative (answers to questions 1-11 in Exhibit A, 4.3. Not to exceed 25 pages in length)
4. Required Forms
  - a. Proposal Acknowledgement Letter
  - b. Proposal Data Form
  - c. Letter of Intent
  - d. Diversity & Inclusivity
  - e. W-9
  - f. State of Colorado Certificate of Good Standing
5. Pricing Table-1 from Exhibit A
6. Supplemental Forms – Optional Information (Not to exceed 10 pages in length)
  - a. Resumes
  - b. Disclosure of legal and administrative proceedings and financial condition

## **5.1 EVALUATION AND AWARDS:**

Award(s) will be made to one or more proposer(s) based on a category basis. Proposers may be awarded multiple categories or partial categories on a per position classification basis.

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Responses to mandatory items as called out in main RFP
- (b) Response to pricing in Table 1
- (c) Response to proposer questions posed in Section 4.3

No weighting or relative importance of criteria is intended or implied by this list.

DIA may request oral presentations as part of the evaluation process. Additionally, DIA reserves the right to conduct negotiations with one or more proposers.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. DIA reserves the right to reject any or all of your proposed modifications.

**End of Exhibit A**

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**Exhibit B, Scheduling, Progress Reporting, Invoicing and Correspondence Control**

Exhibit B

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**PROFESSIONAL SERVICES**

SCHEDULING, PROGRESS REPORTING,  
INVOICING AND CORRESPONDENCE CONTROL

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Revised: December 2014

City and County of Denver



**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

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## **Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

### **PURPOSE**

The purpose of this Exhibit B is to provide consultants with specific guidelines and instructions for preparing and submitting invoices. These guidelines are not meant to be all inclusive or apply in all instances. Flexibility shall be allowed at the discretion of the Project Manager. Consultants shall **reference the appropriate section** as determined by the Project Manager or other authorized designee and will be maintained through the entire term of the agreement.

### **TASK ORDER- WORK ORDER**

#### **1. Introduction**

**1.1** This Exhibit B provides a guideline and describes the Consultant's obligations to prepare and submit schedules, budgets, invoices, and progress reports, and to control correspondence. The Consultant shall prepare invoices that are based on its progress toward completing the Consultant's Task Order or hourly wages toward Work Orders. The Consultant schedules the work and identifies the resources (costs and man-hours), which will be required to complete each scheduled phase of a Task Order or Work Order. All expenses will be approved by the Project Manager or designee prior to being incurred by the Consultant through rates and terms called out in an approved Task Order, Work Order, and attachments herein to Exhibit B.

**1.2** Task Orders are typically used surrounding a Scope of Work. Work Orders are typically issued as a form of staff augmentation. In the case of Work Orders, these approved staff are embedded within Technologies teams to complete duties and responsibilities as out lined in Attachment F. Invoicing for Work Order employees shall include timecards for the period invoiced. Task Orders shall list resources and total them for each phase of the Task Order. The Consultant then measures monthly progress and prepares invoices on the basis of payment alternatives, which the Consultant must propose for written approval for each Task Order as described in Section Three (3) of this Exhibit B.

**1.3** The Consultant shall be paid on its progress toward completing a task shown on its work schedule for that Task Order. Submittal of time sheets is required concurrent with the submittal of each invoice. Payments for each Task Order will be calculated in accordance with the payment method set forth in each Task Order pursuant to Section three (3) of this Exhibit B, and shall not exceed the Not-to-Exceed amount allocated to that Task Order unless modified by a revised Task Order/Change Order.

**1.4** The City shall have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the amount to which the Consultant is entitled under the terms of this Agreement will be subject to set-off and not approved for payment.

**1.5** The Consultant will keep and retain records relating to this Agreement and will make such records available upon request to representatives of the City, at reasonable times during the performance of this Agreement and for at least six (6) years after

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**  
termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

**1.6** The Consultant will furnish, or cause to be furnished to the Chief Executive Officer (CEO) or designee, such information as may be requested relative to the progress, execution, and cost of individual Task Orders. The Consultant will maintain, or cause to be maintained, records showing actual time devoted and costs incurred. The Consultant will maintain, or cause to be maintained, its books, records, documents, and other evidence, and adopt, or cause to be adopted, accounting procedures and practices sufficient to reflect properly all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the Project for six (6) years after termination of this Agreement. This system of accounting will be in accordance with generally accepted accounting principles and practices, consistently applied throughout and in accordance with instructions from the City.

**1.7** In the event of the failure by the Consultant to provide records when requested, then and in that event, the Consultant will pay to the City reasonable damages the City may sustain by reason thereof.

**1.8** No provision in the Agreement granting the City a right of access to records is intended to impair, limit or affect any right of access to such records, which the City would have had, in the absence of such provision.

## **2. Scope, Fee Estimate, Work Schedule**

**2.1** The Consultant, working jointly with DIA's assigned Project Manager, will develop a scope of work, fee estimate, and work schedule (Cumulatively referred to as Scope of Work). Task Order scopes of work shall include a general narrative over what the Task Order work entails and what the deliverables are. Fee estimates shall include a detailed break out of intended staff needed to complete the work and will include hourly estimates as well as position classifications and rates. Work schedules shall include all of the activities that the Consultant must perform to complete the Consultant's Task Order Scope of Work. It shall also identify activities or actions that must be performed by the City and third parties, which would affect the Consultant's Work.

**2.2** The City will provide its comments to the Consultant within five (5) working days after the Task Order Scope of Work is submitted. The Consultant shall incorporate the City's comments into the Task Order Scope of Work.

**2.3** Immediately following the Issuance of task order and throughout the Task Order, the Consultant shall submit to the Project Manager, a rolling three-week, look-ahead schedule, for the following three week's work.

## **3. Progress Payment Measurement Alternatives**

**3.1** DIA will propose and the consultant may offer alternatives, one of the following measurement alternatives for each Task Order or the overall Program for calculating progress payments and reporting schedule status to the City. The City shall make the final

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control** determination and the Consultant shall use the alternative as approved for the scope of work described in the Task Order.

**3.1.1 Submittal Status:** Progress payments will be made after the submittals described in a Task Order have been delivered and approved by the City. A portion of the Fee will be allocated to each submittal as defined in the Task Order scope.

**3.1.2 In Progress Status:** Progress payments will be based on the percentage of designs submittals, drawings, specifications, reports or other documents, which have been prepared, submitted, and reviewed or completed. This alternative is acceptable for Task Orders, which have a long duration, and several months may elapse between submittal dates. The Consultant shall prepare a detailed worksheet for each Task Order showing a schedule of proposed billing points and the number of design submittals, drawings, specifications, reports and reviews that establish each point.

**3.1.3 Completion:** Payments will be made for completed Task Orders. This method may be used for Task Orders whose total duration is less than one month, if applicable.

**3.1.4 Level of Effort:** Progress payments will be based on the actual number of man-hours utilized to perform a Task Order. Progress payments (less the appropriate retainage) will be based on the actual number of direct labor-hours expended for the period invoiced to perform a Task Order. Progress payments will not be made for amounts above the Not-to-Exceed (NTE) amount (if applicable).

**3.2 Note:** Approvals by the City of submittals do not waive any obligation by the Consultant to provide complete work that has been authorized. Authorized payments on previous invoicing may be set-off on subsequent invoicing in the event work submitted is found to be in non-compliance with the scope of work requirements.

#### **4. Invoices and Progress Payments**

**4.0** Task Orders are issued for projects with a pre-defined maximum value known as the Not-to-Exceed amount. The Not-to-Exceed is not a guaranteed amount to the Consultant. It is the maximum amount allowed to be paid out for the Task Order, plus or minus any pre-authorized changes. The Project Manager will determine when the Task Order deliverables have been met.

**4.1** The City will provide the Consultant with the format required to process the payment through Textura may be applicable. The Consultant shall provide to the City a completed invoice format for review and approval no later than fourteen (14) days after the Issuance of task order. This format will identify the measurement alternatives, which will be used to measure progress for an individual task.

**4.2** The Project Manager and the Consultant shall agree on the day of the month the Consultant's invoices shall be submitted. By the day of the month agreed

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

to for submitting invoices, the Consultant shall invoice the City for its achieved progress on each task during the previous 30 day period. The worksheet(s) which the Consultant used to calculate progress for the Task Order must be submitted with the copy of the invoice. (The Project Manager must provide written approval of the format for these worksheets before they may be used. One (1) electronic copy of both the invoice and the Consultant's worksheet(s) shall be submitted each month to the DIA Business Management Services Contract Administrator via email [ContractAdminInvoices@flydenver.com](mailto:ContractAdminInvoices@flydenver.com). If Textura® is to be utilized please see Section 4.11.

**4.3** The Consultant shall submit with each invoice signed Partial Releases from each sub-consultant which states the amount of payment(s) received and/or amount(s) invoiced but unpaid for services performed through the prior billing period. If Textura® is to be utilized please see Section 4.11.

**4.4** The employee labor data (company name, employee name, hourly rate, and number of hours) on each invoice shall be submitted in Unifier.

**4.5** Payment for invoices received after the day of the month agreed to for submitting invoices may be delayed. Accordingly, timely submission of invoices is required.

**4.6** If applicable, five percent (5%) of the total amount of each invoice may be withheld per contract or the Bond Ordinance as it may apply, from each progress payment regardless of the measurement alternative selected in section 3 above. The amount withheld (retainage) shall be paid to the Consultant after the Consultant's completion and approval of all submittals required by the Task Order, submittals of all lien releases, and submittal of a final close out invoice. Within six (6) months of the Substantial Completion of a Task Order, the Consultant will forfeit all retainage if Consultant fails to complete all submittals required by the Task Order.

**4.7** The Project Manager will review all invoices and, in the event, the Project Manager disagrees with the invoiced progress, he will notify the Consultant. The Consultant and Project Manager will meet within fifteen (15) days of the receipt of the invoice to discuss the reasons for the disagreement and whether a portion of the payment for the task should be deferred. The Manager or his/her designee shall have the authority in his/her sole and absolute discretion to withhold portions of any progress payment request if he/she determines that the progress claimed for any task in the invoice has not been achieved.

**4.8** In accordance with requirements set forth in this Agreement, the Consultant must have provided the City with the following documentation before any payments will be made to the Consultant:

- A current Certificate of Insurance providing the levels of protection required per Prime Agreement
  - Signed Sub-consultant Agreement(s) on: Initial Sub-consultants and as new Sub-consultants are acquired.
  - Final Organizational Chart (Updated with new Sub-consultants as they are acquired)
-

**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

- Authorization Forms ([Attachment B](#)) for any salaried Professional Personnel Assignment who are not already approved in this Agreement.
- Name and Title for Authorized Signatures. The table shall also include the type(s) of documents which can be signed, any dollar threshold limitations, and a facsimile of the employee’s signature.

**4.9 Monthly Invoice Checklist - Professional Services Agreements ([Attachment A](#)):** The Monthly Invoice Checklist must be submitted to the project manager with each invoice. Failure to submit the Monthly Invoice Checklist and all requirements of Exhibit B will be cause for rejection of the invoice until such time that all requirements are fulfilled.

**4.10 Final Close Out Invoice:** By submitting a final close out invoice, Consultant agrees that in consideration of the prior and final payments made and all payments made for authorized changes, the Consultant agrees to release and forever discharge the Owner from any and all obligations, liens, claims, security interests, encumbrances and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing. Consultant agrees that this release is in full settlement of any and all claims, causes of action, and liability of any nature whatsoever which Consultant, any of its sub-consultants, suppliers, or the employees of each of them may now have or may assert in the future against the City of Denver, its elected and appointed officials, and its officers, employees and agents arising out of or associated with the design of the above-referenced project. It is understood and agreed that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected.

**4.11 Textura®:** The consultant recognizes and agrees that it may be required to use the Textura® Construction Payment Management System (CPM System) for this contract. Proposers are urged, when preparing a proposal, to contact the Textura® Corporation at 866-TEXTURA (866-839-8872) for pricing schedule and fees, as all fees associated with the CPM System are to be paid by the consultant and sub-consultant for billings for work performed.

**5. Monthly Progress Report Development**

**5.1 Invoice Report:** The Consultant shall submit to the Project Manager an electronic submittal of the Monthly Progress Report with its invoice. This Report shall contain the following sections:

- a) Executive Summary
  - b) Work Schedule
  - c) Cost Status
  - d) Cash Flow Requirements
  - e) Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
  - f) Status of Task Order
  - g) Drawing/Document Schedule and Status
  - h) Task/Project Schedule and Manpower Status
  - i) Task/Project Activities Planned for Next Month
-

**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

- j) Monthly Task/Project Activity and Accomplishments
- k) Identification and Analysis, of any Scheduling, Coordination, or Other Problem Areas.
- l) Change Order Log – Approved and Pending

**5.2** The exact format and detail level required for The Monthly Progress Report will be established jointly by the Project Manager and the Consultant within seven (7) days after Issuance of task order based on a proposed format prepared by the Consultant. The Report shall describe Task Order(s) completion status in terms of original plan, actual, a forecast of time to complete the Task Order(s) and any expected Task Order budget or schedule completion variances. The "Status of Task Order" report shall be formatted separately for each Task Order Scope of Work.

**5.3** The Consultant shall be available, when requested, to meet with City representatives to discuss the Monthly Progress Report.

**6. Schedule Changes and Increase in Project Amount**

**6.1** Any requests for schedule changes or increases in a Task Order amount shall be submitted to the City in writing and shall include an explanation and justification for the proposed schedule change or increases.

**7. Allowable General and Administrative Overhead (Indirect Costs)**

**7.0** All Allowable General and Administrative Overhead expenses are incorporated in the Labor Rates and Classifications Exhibit; Overhead / Multiplier Factor Calculation – Professional Services Agreements, and paid through the application of the Overhead Multiplier Factor against core staff wage reimbursements.

**7.1** Indirect costs are the general administrative overhead costs that benefit more than one project; costs that cannot be directly identified with a single specific task objective of the project. Department of Aviation policy is to allow overhead costs in the following manner as part of the negotiated multiplier as calculated in the Labor Rates and Classifications Exhibit:

**7.1.1 Office Provisions:** Utilities, communications systems, rent, depreciation allowances, furniture, fixed equipment, etc.

**7.1.2 Supplies, Equipment & Vehicles:** For office, drafting, engineering copying, postage, freight, surveying vehicles, computer drafting and graphics, computers, software, etc.

**7.1.3 Maintenance and Repair:** On office equipment, survey & testing equipment, buildings, vehicles, etc.

**7.1.4 Insurance:** Professional liability, errors and omissions liability, vehicles, facilities, etc.

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

**7.1.5 Taxes:** Personal property, state & local taxes, real estate, (state and federal income taxes excluded), etc.

**7.1.6 Marketing Fees & Publications:** Licenses, dues, subscriptions, trade shows, staff support, etc.

**7.1.7 Admin & Clerical Office Staff:** All administrative, clerical & management support staff not directly involved in the specific project or task.

**7.1.8 Other Indirect Costs:** Training, technical seminars, library, financial & legal cost, employment fees & recruiting costs, etc.

**7.2 Non-Allowable Overhead:** Including but not limited to: Advertising, bad debts, bank fees, bonuses, contingencies, distribution of profits, donations, gifts, & charitable contributions, employee stock ownership plans, entertainment & social functions, state and federal income taxes, fines & penalties, goodwill, interest expense, lobbying costs, overtime premium, unallowable relocation costs pursuant to Federal Acquisition Regulations (FAR 31.205-35), etc.. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

**8. Allowable (Non-Salary) Expenses**

**8.0 Expenses Reimbursed at Cost:** All Allowable (Non-Salary) expenses are reimbursed at cost.

**8.1 Receipts Required:** All direct expenses submitted for reimbursement must be evidenced by a submitted receipt.

**8.2 Expenses Greater Than \$500:** All direct expenses greater than \$500 must be pre-approved by the Project Manager or his/her designee ([Attachment C](#)). Any asset purchased by DIA must be surrendered to DIA at the end of the project or task. The consultant shall be charged replacement value for any asset purchased by DIA that is not accounted for at the end of the project or task.

**8.3 Mileage Outside Of the Denver Metro Area:** Mileage reimbursement will be provided only for travel outside the Denver Metropolitan area that has been pre-approved by the Manager or his/her designee ([Attachment D](#)). The reimbursement will be at the current rate established for reimbursement by the United States Internal Revenue Service ([www.irs.gov](http://www.irs.gov)). Denver metropolitan area mileage for employees assigned to the project and employees not assigned to the project will not be reimbursed. Tolls will not be reimbursed.

**8.4 Travel and Airfare:** All travel must be pre-approved on the DIA Advance Travel Authorization Form ([Attachment E](#)) and signed by the Project Manager or his/her designee. Travel shall be done using the most reasonable cost and means under the circumstances. Travel expenses are reasonable, appropriate, and necessary travel and business related expenses(s) that are incurred while carrying out official City business as it relates to the consultant's contractual obligations and scope of work. The determination of reasonableness of cost and of the means of travel shall be at the discretion of the

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

Project Manager or his/her designee, who shall consider economic factors and circumstances, including but not limited to number of days of travel, advance notice, possibility of trip cancellation, distance of travel, travel alternatives, and hours of arrival or departure.

Airfare will be reimbursed for Economy/Coach class travel only, including luggage check-in fees. Convenience expenses such as seat upgrades, in-flight meals and refreshments, entertainment, etc. will not be reimbursed.

**8.5 Rental Car:** At cost for standard class or smaller and when required for out-of-town personnel or out-of-town travel.

**8.6 Lodging Rate / Night:** A maximum of the Lodging per diem for the Denver metropolitan area as published by the U.S. General Services Administration website [www.gsa.gov](http://www.gsa.gov) plus taxes per night, unless approved in advance in writing by the Project Manager or his/her designee.

**8.7 Meals:** The City shall reimburse the Traveler for reasonable meals expenses at the meal and incidental expense (M&IE) rates established through federal guidelines and IRS regulations, or at actual cost. The Agency/Department will decide on the reimbursement method. Only one method of reimbursement may be used per trip. The per diem rate includes breakfast, lunch, and dinner. Reimbursements will be made per individual Traveler conducting official City business as it relates to the consultant's contractual obligations and scope of work.

Alcohol will not be reimbursed. Meal reimbursements are not allowed for consultant employees located in the Denver Metropolitan Area.

**8.8 Special:** Including printing, equipment, express courier, delivery, rentals, etc., that is not already included in O.H. and is for the specific project or a task related to the Agreement. All expenditures in section 8.8 submitted for reimbursement must be pre-approved by the Project Manager or his/her designee.

**8.9 Specialty Consulting:** Including geotechnical testing, surveying, legal, real estate, computer, financial, renderings, animations, modeling, etc. must be pre-approved by the Project Manager or his/her designee.

**8.10 Project Field Office & Equipment:** Including utilities, rent, communications systems, furniture, fixed equipment, etc.

**8.11 Project Field Supplies, Equipment & Vehicles:** For field office, engineering copying, postage, freight, field vehicles, computer drafting and graphics, computers, all software / license fees, etc.

**8.12 Non-Allowable Expenses:** Including but not limited to: valet parking, alcohol, tolls, laundry and dry cleaning, flight upgrades, flight change fees (unless flight changes resulted from action(s) caused by Denver International Airport), entertainment & social functions (corporate and civic), overtime premium, fines & penalties, items included in

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control** section 7.2 above, etc. If an expense is not explicitly included in this Agreement as an allowable expense, it is not an allowable expense.

**8.13 Preparation of Proposals:** Costs for proposal preparation and negotiation will not be reimbursable.

## **9. Summary of Contract Task Order Control**

### **9.1 Prior to Commencement of Work – Submittals Required**

**9.1.1** Signed Sub-consultant Agreement(s) with an Exhibit listing the sub-consultant's core staff rates and calculated Labor Rates and Classifications.

**9.1.2** Authorization Forms for salaried Personnel Assigned for the Prime Contractor and all Sub-consultants ([Attachment B](#)).

**9.1.4** List of the names and titles of Authorized Signers, which document(s) they can sign, and a facsimile of the employee's signature.

**9.1.5** Work Schedule and Task List formatting

### **9.2 Within 3 Days after Issuance of Task Order – Submittals Required**

**9.2.1** The Consultant shall meet with the Project Manager for a Pre-Work Meeting.

**9.2.2** Current Certificate of Insurance reflecting the Mandatory Coverage in Exhibit D.

**9.2.3** Final Organizational Chart of the Prime Contractor and all Sub-consultants.

### **9.3 Within 7 Days after Issuance of Task Order**

**9.3.1** Correspondence Control Methods and Progress Report Format

**9.3.2** Invoice and Progress Payment Format

**9.3.3** The Consultant shall submit their proposed Monthly Progress Report Format

### **9.4 Bi-Weekly Submittal**

**9.4.1** The Consultant shall submit a detailed two-week look-ahead schedule of activities for the Task Order.

### **9.5 Monthly Submittals**

**9.5.1** The Consultant shall submit the Monthly Progress Report.

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**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

**9.5.2** The Consultant shall submit invoicing by the day of the month referenced in section 4.2.

**9.6 Within 7 Days after Request for Proposal for Task Order – Submittals Required**

**9.6.1** Scope Definitions and Detailed Cost Estimate per task and per sub-consultant, List of Submittals or Deliverables, Drawing and Specification.

**9.6.2** Work Schedule per task and overall Task Order schedule showing appropriate milestones.

**9.6.3** The Consultant shall submit the *Exhibit Task Order Fee Proposal* template detailing the costs of the project.

**10. Information Management Format and Electronic-Mail Protocols**

**10.1** Within 3 days following the Issuance of task order, the Consultant shall meet with the City to review the City’s proposed method of correspondence, email, & submittal communication control. Within 7 days following this review, the Consultant shall institute its control procedures for the Program.



Attachment A – Monthly Invoice Checklist



**Professional Services Agreements**

**Date:** \_\_\_\_\_

**Invoice Number:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

**Monthly Progress Payment Invoice and Exhibit B Progress Requirements Checklist:** (Place a check in the box to indicate that the item was supplied in accordance with Exhibit B requirements)

- Three Week Schedules for period covered by this invoice (Section 2.4)
- Originals of Sub-Consultant Partial Releases (Section 4.3)
- Invoice Report (Section 5.1)
  - Executive Summary
  - Work Schedule(s)
  - Cost Status
  - Cash Flow Requirements
  - Manpower and Task Completion Variance Analysis, Achieved vs. Planned, and any Planned or Proposed Schedule or Budget Revisions or other Remedial Actions
  - Subcontract and Minority/Women/Small/Disadvantaged Business Enterprise (M/W/S/DBE) Goals and Status
  - Status of Task Order
  - Drawing / Document Schedule and Status
  - Task/Project Schedule and Manpower Status
  - Task/Project Activities Planned for Next Month
  - Monthly Task/Project Activity and Accomplishments
  - Identification and Analysis, of any Scheduling, Coordination, or Other problem Areas
  - Change Order Log – Approved and Pending

The preceding and noted reports, schedules and logs have been submitted at the appropriate intervals and in accordance with the requirements of Exhibit B. The Consultant acknowledges that failure to submit the required items will result in the rejection of the Monthly Progress Payment Invoice until such time that all requirements are fulfilled.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type Name and Title

Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control

Attachment B – Expense Greater than \$500 Approval Form



Date: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Task Number(s) (if applicable): \_\_\_\_\_

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Estimated Total Cost: \$ \_\_\_\_\_

Reason for Expense: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be completed by DIA personnel:

Capital Assets:  YES  NO

(Including but not limited to: computer equipment, copiers, furniture, vehicles, etc.)

**Note:** Any assets purchased by DIA must be returned to DIA at the end of the project. The Consultant will be charged replacement value for any assets purchased by DIA that are unaccounted for at the end of the project.

The above described expense has been approved.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type Name and Title  
cc: Finance if asset purchase

\_\_\_\_\_

Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control

Attachment C – Mileage Reimbursement Form



**Date:** \_\_\_\_\_

**Contract Name:** \_\_\_\_\_

**Contract Number:** \_\_\_\_\_ **Task Number(s):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_

**Travel From:** \_\_\_\_\_

**Travel To:** \_\_\_\_\_

**Estimated Total Miles:** \_\_\_\_\_

**Estimated Total Cost: \$** \_\_\_\_\_

**Reason for Travel:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Travel for the above named individual and purpose is approved.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_

**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**  
**Attachment D – Advance Travel Authorization Form**



**Contract No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Traveler's Name:** \_\_\_\_\_ **Authorization No.:** \_\_\_\_\_

**Traveler's Employer:** \_\_\_\_\_

**Destination:** \_\_\_\_\_

**Duration: From** \_\_\_\_\_ **To** \_\_\_\_\_

**Purpose of Trip:** \_\_\_\_\_

\_\_\_\_\_

**Approximate Travel Costs: \$** \_\_\_\_\_

**Reviewed by:** \_\_\_\_\_  
Project Manager Date

**Approved by:** \_\_\_\_\_  
Section Manager Date

cc: BMS Contract Administrator

\_\_\_\_\_

**Exhibit B – Scheduling, Progress Reporting, Invoicing and Correspondence Control**

**Attachment E – Technologies Work Order Form**

**CONTRACTOR WORK ORDER EXAMPLE**

1. Vendor Name: \_\_\_\_\_ Contract No: 201 \_\_\_\_\_
2. Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_
3. Contracted Employee's Name: \_\_\_\_\_
4. Bill Rate: \$XX.XX per hour (estimated at 40 hours per week)
5. Title: \_\_\_\_\_
6. \*Overtime Rate: \$XX.XX per hour (for hours worked in excess of 40 hours per week)  
\*Client approval required for overtime.
7. Training Expenses: DIA will not pay for training or for hours spent in training for consultants or contractors.
8. Expense Reimbursements: DIA will not reimburse for any expenses incurred by consultant.
9. Service Sites: Unless otherwise specified in writing, the services to be performed by Consultant shall be performed at the Client location specified above.
10. Time Tracking: All work performed by consultant shall be tracked accurately and consultant shall submit a weekly timecard to Client for approval.
11. Written Approval: All overtime (hours worked in excess of 40 hours per week) and work performed off-site shall be approved by Client in writing prior to the work being performed.
12. Early Termination: Client reserves the right to terminate this Work Order at any time and for any reason prior to the end date specified in this work order.
13. Mandatory Furlough: In the case where the City & County of Denver mandates furlough days for its personnel, Consultant agrees to match the required furlough days for its employees and not bill DIA for the furlough days taken by the contractor.
14. Responsibilities: Manage Information Security's service ticket queue. Perform service ticket resolution or escalation in a timely fashion while meeting SLA response time.
15. Performance Criteria Consultant's performance will be evaluated by Client on at least a bi-annual basis.

If any conflict should arise between this work order and the Contract, the contract overrides this work order and its content.

**Vendor Representative:**

**Denver International Airport**

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

Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title: Budget and Procurement Supervisor, Technologies

**End of Exhibit B**

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# Exhibit C - Rates

CATEGORY 1 - IT Management Consultant		NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
1	Senior Management Consultant	215.00		1
2	Management Consultant	185.00		1
3	Senior Business Analyst	155.00		1
4	Business Analyst	76.53		1
5	Senior Systems Analyst	93.19		1
6	Systems Analyst	84.21		1
7	Information Security Consultant	195.00		1

  

	Staff	Associate	Senior	(includes all costs for travel, per diem, etc.)	
	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)		
CATEGORY #2 - Applications Development/Integration and Support	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
<b>Software Architecture and Design</b>					
1	Solution Architect	106.36	111.73	116.22	1
2	Integration Architect	71.23	94.78	108.98	1
4	Developer	82.89	88.79	93.28	1
5	SOA Developer	82.89	88.98	93.12	1
	ERP Developer	83.96	89.11	94.79	1
<b>Business Intelligence / Data Warehouse / Reporting</b>					
1	Business Intelligence Developer	79.76	82.14	91.54	1
2	Report Developer	79.76	85.47	93.19	1
3	ETL Engineer	74.98	80.12	84.89	1
4	Data Architect	88.75	98.14	107.45	1
<b>Mobile Applications Development</b>					
1	Mobile Developer	71.11	82.66	89.78	1
2	Mobile Solution Architect	77.45	88.14	94.67	1
<b>Web Development / Design</b>					
1	Web Designer	61.49	71.94	81.77	1
2	Web Developer	57.23	77.49	90.12	1
<b>Sharepoint Development / Design</b>					
1	Sharepoint Developer	66.89	77.07	81.01	1
2	Sharepoint Analyst	66.29	73.56	80.13	1
3	Sharepoint Designer	68.34	72.36	79.24	1
4	Sharepoint Administrator	72.13	78.96	84.26	1
5	Sharepoint Architect	83.16	90.22	96.47	1
<b>QA/QC and Testing</b>					
1	Quality Assurance Engineer	70.74	76.92	87.66	1
2	Technical Writer	47.99	56.58	68.78	1
3	Technical Trainer	48.02	56.14	70.67	1

  

	Staff	Associate	Senior	(includes all costs for travel, per diem, etc.)	
	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)		
CATEGORY #3 - Network Infrastructure Services	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
1	Cisco Certified Network Professional (CCNP – mid-level engineer)	72.09	80.67	87.19	1
2	Cisco Certified Internetworking Expert (CCIE – advanced-level engineer)	79.46	86.66	92.99	1
3	Network Technician	52.99	60.12	64.97	1.5
4	Telecommunications Technician	52.48	59.51	64.57	1.5

  

	Staff	Associate	Senior	(includes all costs for travel, per diem, etc.)	
	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)		
CATEGORY #4 - Infrastructure Services	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
1	IT Systems Administrator	50.78	61.01	68.13	1
2	Storage Area Network (SAN) Engineer	59.89	71.01	79.09	1
3	Infrastructure Architect	65.54	85.23	103.16	1
4	Database Administrator	77.43	85.72	92.19	1
5	Identity Management Architect	86.13	95.14	98.65	1

  

	Staff	Associate	Senior	(includes all costs for travel, per diem, etc.)	
	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)		
CATEGORY #5 - Information Security Services	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
1	Information Security Engineer	61.58	78.78	94.56	1
2	Information Security Architect	95.73	104.53	111.67	1
3	Information Security Analyst	70.11	80.99	88.89	1
4	Identity Management Developer	60.48	73.99	90.45	1
5	Information Systems Security Professional (e.g. CISSP, QSA, CISA, CGEIT, CISM...)	70.99	94.58	114.17	1

  

	Staff	Associate	Senior	(includes all costs for travel, per diem, etc.)	
	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)	Cost Per Hour (includes all costs for travel, per diem, etc.)		
CATEGORY #6 - General Technical Services	NTE Hourly Rate	NTE Hourly Rate	NTE Hourly Rate	O/T Rate Multiplier (1.0 or 1.5)	
1	Project Coordinator	66.12	76.21	87.64	1
2	Project Manager	81.11	100.63	112.77	1
3	Program Manager	93.18	105.54	115.97	1
4	Business Analyst	64.99	76.24	83.54	1
5	Desktop Support	37.14	49.47	56.44	1.5
6	Helpdesk Support	39.45	50.12	57.96	1.5
7	Systems Field Technician	42.77	56.32	64.59	1.5
8	Asset Management Technician	60.53	70.19	84.67	1.5





## II. ADDITIONAL COVERAGE

### Excess/Umbrella Liability

#### Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

### Technology Errors & Omissions

#### Minimum Limits of Liability (In Thousands)

Per Occurrence	\$1,000
Aggregate	\$1,000

The policy must provide the following:

1. 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.
2. 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.
3. 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 three (3) years beginning at the time work under the Contract is completed.
4. Coverage for advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

### Property Insurance

#### Minimum Limits of Liability (In Thousands)

All Risk Form Property Insurance, Replacement Cost basis

This policy must provide the following:

1. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy.
2. The City and County of Denver shall be named Loss Payee as its interest may appear.

### Commercial Crime

#### Minimum Limits of Liability (In Thousands)

Per Occurrence	\$1,000
Aggregate	\$1,000

This policy must provide the following:

1. Coverage for theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee.
2. The City and County of Denver shall be named as Loss Payee as its interest may appear.

### **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:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. 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 undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document 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 issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.