

**GATE MANAGEMENT SYSTEM AGREEMENT**

**BETWEEN**

**CITY AND COUNTY OF DENVER**

**AND**

**ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.**

---

**AT**

**DENVER INTERNATIONAL AIRPORT**

**AGREEMENT**

**THIS AGREEMENT FOR HARDWARE, SOFTWARE, SUPPORT AND MAINTENANCE** (Contract Number PLANE-201208409) ('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 **ULTRA ELECTRONICS AIRPORT SYSTEMS, INC.**, a corporation organized under the laws of the State of Georgia 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 purchase software, software upgrades, support, maintenance and related goods and services for replacement of the DIA Gate Management System, 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 City has solicited and received proposals for such services, and has chosen the proposal submitted by the Consultant; 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 Manager of Aviation, his designee or successor in function (the "Manager of Aviation" or the "Manager") authorizes all work performed under this Agreement. The Manager hereby delegates his authority over the work described herein to the Airport's Deputy Manager of Aviation / Information Technologies (the "Deputy Manager") as the Manager's authorized representative for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The Deputy Manager'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 Manager and the Deputy Manager may rescind or amend any such designation of representatives or delegation of authority and the Deputy Manager may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

**2. SCOPE OF SUPPLY:**

A. The Consultant, under the general direction of, and in coordination with the Manager, 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 described in the Consultant's Response to Request for Proposal – Solicitation No. 201208409, dated February 14, 2013, which is incorporated herein by reference as if more fully set forth, and those goods as services as more fully described in the attached **Exhibit A, "SCOPE OF SUPPLY"**.

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 Deputy Manager 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 Deputy Manager. 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.

### **3. TERM:**

The Term of this Agreement shall commence on Effective Date, and shall terminate THREE (3) years thereafter, unless earlier terminated in accordance with the Agreement. 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, "COST PROPOSAL"** 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 Deputy Manager.

C. Invoicing: Consultant shall provide the City invoices in accordance with completion of the milestones set forth in Section 3.1 of **Exhibit C**, the Cost Proposal. 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 Hundred Eighty-six Thousand Four Hundred Forty-nine Dollars and 00 Cents (\$586,449.00) (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 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.

**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 Deputy Manager 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 Deputy Manager 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 Deputy Manager in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the Deputy Manager, which approval shall not be unreasonably withheld. The Deputy Manager shall respond to the Consultant's written notice regarding replacement of key professional personnel within fifteen days after the Deputy Manager receives the list of key professional personnel, which the

Consultant desires to replace. If the Deputy Manager 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 Deputy Manager 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 Deputy Manager considers reasonable to correct such performance. If the Deputy Manager 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 Deputy Manager'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 Deputy Manager 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 Deputy Manager. 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 Deputy Manager 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 Deputy Manager 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 Deputy Manager, 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 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 Consultant's work performed under this Agreement ("Claims"), to the extent such claims arise out of the conduct or actions of consultant, unless such Claims have been specifically determined by the trier of fact to be the result of the negligence or willful misconduct of the 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. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. Neither party to this Agreement shall be liable for consequential or indirect loss or damage, including loss of data, lost profits, lost business opportunity, lost revenue, goodwill or anticipated savings. The Consultant's liability for any breach of this Agreement shall in no event exceed One Million Dollars (\$1,000,000.00). The Consultant's liability for any claim covered by the insurance policies set forth in **Exhibit D** shall in no event exceed the maximum insurance coverage amount for each respective policy. The Consultant's obligations set out in this paragraph shall survive the 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 remove the infringing item(s) or material(s) and 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 SOFTWARE:**

A. Ownership: With the exception of the UltraResource Application Software and any alterations or enhancements thereto made under this agreement and licensed to the City by Consultant as more fully described in **Exhibit B** Software License, 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.

B. License Grant: Subject to the terms and conditions of this Agreement, Consultant grants City the license set forth in **Exhibit B**, the **SOFTWARE LICENSE**

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. City and Consultant agree that, to the extent permitted by the Colorado Open Records Act ("CORA"), C.R.S. 24-72-201 *et seq.*, the City shall treat Consultant's submittals and confidential, commercial and trade secret as defined by CORA.

## **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 **Exhibit A or B** Consultant and City will execute a Software Source Code Escrow agreement for the software more fully described in **Exhibit A or B**. 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)).

**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 Manager. 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 Manager 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 Manager, 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 Manager.

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:                   Manager of Aviation  
Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

And by City to:                   Ultra Electronics Airport Systems, Inc.  
Attn: Kevin O'Donnell, Head of  
Commercial  
Building 3m, Suites A&B  
1920 Copper Oaks Circle,  
Blue Springs, MO 64015

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 Manager. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Manager, 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 Manager, but such consent shall not be unreasonably withheld.

**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 51 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 Supply
Exhibit B:	Software License
Exhibit C:	Cost Proposal
Exhibit D:	Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 51 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 51 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 reasonable 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. 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.

**51. 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-201208409-00

**Contractor Name:** ULTRA ELECTRONICS AIRPORT SYSTEMS

By: 

Name: KEVIN O'DONNELL.  
(please print)

Title: HEAD OF COMMERCIAL  
(please print)

**ATTEST: [if required]**

By: 

Name: FADIA ULLAH  
(please print)

Title: SNR COMMERCIAL SPECIALIST.  
(please print)



## APPENDIX NO. 1

### STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or



b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX NO. 3

### NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

**EXHIBIT A**



**DENVER INTERNATIONAL AIRPORT  
GATE MANAGEMENT SYSTEM  
SCOPE OF SUPPLY**

**UAS/DVRMS/GE/015 Version 2**

**Date: September 16th 2013**

Prepared on behalf of Ultra Electronics Airport Systems by:

Chris Nixon

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Ultra Electronics Airport Systems is a trading name of Ultra Electronics Limited

**Commercial in Confidence**

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**1. INTRODUCTION**

This document provides the Scope of Supply for Agreement PLANE201208409 (the "AGREEMENT") between Denver International Airport (DIA) and Ultra Electronics Airport Systems (UEAS) for the delivery of a Gate Management system as defined in Ultra's proposal, Reference 1.

**2. ULTRA'S SCOPE OF SUPPLY**

Ultra's Scope of Supply is summarised as follows:

- (a) Supply and license of the latest release of Ultra's standard product:
  - (i) UltraResource Application Software
  - (ii) The license to be granted to DIA is on the terms detailed in Exhibit B to the Agreement.
- (b) Requirements confirmation visit:
  - (i) End-user workshop to determine user roles and main user screen types
  - (ii) Capture of rules and data from existing system and users
  - (iii) Review of canned reports (Finance/billing, Gate availability, Commercial statistics, and those identified in the Reporting Requirements R8.1)
  - (iv) Interface specification for DIA Airport Information Hub (AIH)
- (c) System configuration:
  - (i) Reference and validation data
  - (ii) Initial rulebase
  - (iii) DIA aerial view map
  - (iv) DIA set of 10 canned reports
  - (v) User security roles
- (d) External interfaces, remote testing via VPN:
  - (i) OAG SSIM file loader for Seasonal Schedule via FTP
  - (ii) AIDX compatible service for flight data distribution to DIA AIH
  - (iii) AIDX compatible service for flight data update from DIA AIH
- (e) Remote installation of the Ultra applications onto DIA's servers:
  - (i) Pre-production environment – single VM
  - (ii) Production environment - two VMs
  - (iii) UltraResource product

- (iv) Oracle 11g
- (f) Onsite Deployment Activities:
  - (i) Commissioning of software on pre-production and production servers
  - (ii) Integration Tests of AIDX AFDS and AFUS services with DIA IAH
  - (iii) Commissioning of OAG SSIM feed
  - (iv) System Acceptance Tests
  - (v) User Acceptance Tests
- (g) Training and Cutover
  - (i) End user training on RMS operation and rulebase configuration
  - (ii) System admin and maintenance/support training
  - (iii) Training will be provided on a 'Train the Trainer' basis to up to 4 experienced airport staff per course
  - (iv) Handholding during system cutover and transition to live operation
- (h) Supporting documentation:
  - (i) Project plans and on-going project management
  - (ii) Test Plans and Specifications
  - (iii) User Guides and Training Guides
  - (iv) System Installation and Maintenance Guides
  - (v) System Release Notes
- (i) Third Line Software Support for the duration of the agreed contract period.
  - (i) 24 \*7 remote application software support
  - (ii) Support would be provided on the basis of an agreed SLA

### **3. DIA'S SCOPE OF SUPPLY**

Ultra's pricing as stated in its proposal is on the basis DIA will provide the items listed below as its Scope of Supply:

- (a) Hardware to host the Ultra applications
  - (i) Power cabling (including UPS if required), core room, server racking
  - (ii) Virtual servers in readiness for the loading of the Ultra applications
  - (iii) Network infrastructure and connectivity to external systems (OAG, DIA IAH) tested and certified
  - (iv) User workstations to host the Ultra clients
  - (v) Support contracts for hardware maintenance.

- (b) COTS software and licenses:
  - (i) VMware ESX (5 or later)
  - (ii) Oracle 11g Standard Edition (11.2.0.2)
  - (iii) Linux operating system (SUSE 11 or RedHat 7)
  - (iv) Crystal Reports (Crystal Reports XI Developer Edition)
  - (v) OAG subscription
  - (vi) Windows clients (Windows 7, SP1)
  - (vii) Including on-going support of the COTS licenses where necessary.
- (c) VPN connectivity to allow remote access from Ultra's Manchester and US support teams
- (d) Training room and associated facilities.
- (e) Facilities for Ultra's staffing work on site including but not limited to, office accommodation, power, lighting, internet access.
- (f) Access as required whilst installation and commissioning of the system is in progress.
- (g) First and second line support on site is undertaken by DIA
  - 1<sup>st</sup> line support is the initial capturing, recording and progressing of an incident or service request. In practical terms this is interacting with the user, creating an appropriate ticket and either doing something to address the matter or escalating to a support group or third party
  - 2<sup>nd</sup> line support is the 'specialist' role who can understand the operation and configuration of the product to provide answers to users on 'how to' type questions as well as perform system administration. The level of system administration is via the standard user-interfaces and not including anything code or system interface based
  - 3<sup>rd</sup> line support is the highest technical escalation point available. This escalation is to Ultra's Incident Management Team, who follow ISO20000 standards in line with ITIL principles and own the escalation and communication until the matter is taken to its technical conclusion.

**4. ACCEPTANCE TESTING**

Acceptance of the DIA Gate Management System (the “System”) shall be deemed to have occurred upon the earlier of the following:

- (a) Completion of the site acceptance testing and the signing by the City of an acceptance certificate for the System; or
- (b) upon operational use of the System by the City.

Upon acceptance of the System, the Consultant may invoice for any associated milestone payments.

**5. EXCLUSIONS**

The following is excluded from the initial scope of Ultra delivery:

- (a) UltraDB Airport Operational Database (AODB) , UltraFIDS Flight Information Display System (FIDS) , UltraAPEX Airport Performance Expert system and UltraIB ESB-based Integration Broker
- (b) As stated in Functional requirement F7.5.7, industry standard integration capability is available as part of the UltraDB AODB components that are deployable with UltraResource (e.g. for IATA type B (SITA), AFTN, UltraCUSE, Billing, Flightview) but these will come in a future project .



**REFERENCES AND RELATED DOCUMENTS**

<b>No.</b>	<b>Title</b>	<b>Reference</b>	<b>Issue</b>
1	Proposal for Gate Management System	UAS/DVRMS/PP/003	1
2	Offer letter (delivery and year 1 support)	UAS/DVRMS/LE/010	1
3	Offer letter (years 2 and 3 support)	UAS/DVRMS/LE/016	1

**AMENDMENT RECORD**

<b>Ver</b>	<b>Date</b>	<b>Reason for change</b>	<b>Section(s) amended</b>	<b>Author</b>
1	Sept 4 <sup>th</sup> 2013	First Issue		Chris Nixon
2	Sept 16 <sup>th</sup> 2013	Updated for DIA comments	2(g), 3(b)(vi), 3(b)(f)(g)	Chris Nixon



## 9L<6 #16 ! SOFTWARE LICENSE.

**Software License Agreement**  
**between**  
**Ultra Electronics Airport Systems, Inc (ULTRA)**  
**and**  
**Denver International Airport (LICENSEE)**

THIS SOFTWARE LICENSE AGREEMENT is made and entered into by and between Ultra Electronics Airport Systems, Inc (ULTRA) and Denver International Airport (LICENSEE).

### **1 DEFINITIONS**

- 1.1 'Designated Equipment' means an equipment configuration comprising a hardware system as detailed in Schedule 1 of this Software License Agreement.
- 1.2 'Designated Site' means the location of the Designated Equipment or such subsequent location pursuant to Article 2.5 as detailed in Schedule 1 of this Software License Agreement.
- 1.3 "Licensed Software" means the proprietary computer software programs developed by ULTRA and continuing to be developed by ULTRA for use with the Flight Information Systems as detailed in Schedule 1 of this Software License Agreement.
- 1.4 "License Fee" means the Fee payable by the Licensee to ULTRA for use of the Licensed Software as detailed in Schedule 1 of this Software License Agreement.
- 1.5 'Proprietary Information' means that information which ULTRA desires to protect against unrestricted disclosure or competitive use and which is designated as such in writing by ULTRA or is disclosed orally or within thirty (30) days thereafter is reduced to a tangible form pursuant to this License. All Proprietary Information shall be properly marked or noted as such prior to disclosure. Proprietary Information may include property of third parties who have granted licenses to ULTRA.
- 1.6 'User' means a time-sharing terminal for entry of information and display or printing of information, such terminal being serviced on a time-sharing basis by the Designated Equipment under control of the Licensed Software.
- 1.7 "LICENSEE" means Denver International Airport.
- 1.8 "Reasonable Modifications" are defined as those that shall not materially change the scope, functionality of applicability of the Licensed Software.

### **2 LICENSE GRANTED**

- 2.1 Subject to conditions herein and upon initial use of the Licensed Software on the -Designated Equipment, ULTRA hereby grants to LICENSEE a perpetual, non transferable, non-exclusive, limited license to use the Licensed Software in machine-readable form on the Designated Equipment at the Designated Site.
- 2.2 The Licensed Software shall be used solely for its intended purpose and for the sole business use of the LICENSEE.
- 2.3 Title of all copies of the Licensed Software remains in ULTRA or in third parties from whom ULTRA has acquired license rights. No license is granted for use of the Licensed Software on other than the Designated Equipment, except as expressly provided in this License. No License, right or interest in any trademark, trade name or service mark of ULTRA or any third party from whom ULTRA has acquired license rights is granted under this License.
- 2.4 This License, the Licensed Software and any other information provided by ULTRA to LICENSEE and any licenses and rights granted hereunder, may not be sold, leased, assigned, sub-licensed,

utilized for timesharing, service bureau or subscription service, or otherwise transferred, in whole or in part, by LICENSEE, except as provided in Article 2.5 below.

- 2.5 In the event that, and only for so long as, LICENSEE's Designated Equipment is not operative, LICENSEE may transfer to and use the Licensed Software on backup equipment at the Designated Site or some other site, provided LICENSEE informs ULTRA of such transfer in writing.
- 2.6 LICENSEE may relocate the Designated Equipment provided the LICENSEE informs ULTRA of the subsequent location in writing, which shall then be considered the Designated Site.
- 2.7 LICENSEE shall not disassemble, reverse engineer or modify the Licensed Software without the prior consent of ULTRA.
- 2.8 For a minimum period of 3 years from the date of delivery of the Licensed Software, ULTRA will undertake to incorporate Reasonable Modifications to the Licensed Software as directed by the LICENSEE in compensation for which the LICENSEE will pay a fee to be agreed by ULTRA and the LICENSEE.

### **3 DELIVERY, INSTALLATION, ACCEPTANCE AND RISK OF LOSS**

Unless otherwise agreed in a supply contract for the supply and installation of the Licensed Software, the following shall apply in respect of delivery, installation, acceptance and risk of loss:

- 3.1 ULTRA shall deliver the Licensed Software to a common carrier FCA (Incoterms 2000) designated site. LICENSEE assumes all risk of loss or damage upon delivery of the Licensed Software by ULTRA.
- 3.2 LICENSEE agrees that acceptance shall occur upon delivery of the Licensed Software by ULTRA to LICENSEE.
- 3.3 LICENSEE shall be solely responsible for installation of the Licensed Software on the Designated Equipment.

### **4 TERM AND TERMINATION**

- 4.1 The effective date of this License shall be the date of the initial use of the Licensed Software on the Designated Equipment and its term is perpetual, subject to the termination provisions of this Article.
- 4.2 ULTRA may terminate this License upon thirty (30) days written notice to LICENSEE, if LICENSEE fails to comply with any of the material terms and conditions of this license and if such failure to comply is not corrected with the said thirty (30) day notice period.
- 4.3 ULTRA may by notice in writing to LICENSEE terminate this license if either of the following event shall occur:
  - (a) The LICENSEE, being a body corporate, shall present a petition of have a petition presented by a creditor of its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting or its creditors, or shall have a receiver of all or any of its undertakings or assets appointed; or
  - (b) The LICENSEE, being an individual shall die or, being a firm or partnership, shall be dissolved or in any case shall commit any act of bankruptcy or have a receiving order made against him/it or shall make or negotiate for any composition or arrangement with or assignment for the benefit of his/its creditors.
- 4.4 Upon termination of this License, use of the Licensed Software by LICENSEE shall be discontinued. In such event, the license and rights granted hereunder shall expire and LICENSEE shall have no further rights or access to the Licensed Software.

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Unless otherwise agreed in a supply contract for the supply or installation of the Licensed Software, payment of the License Fee for use of the Licensed Software at the Designated Site shall be as made on delivery of the Licensed Software to the Licensee.

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  - (a) is or becomes publicly known through publication;
  - (b) is received from a third party without similar restriction and without breach of this License;
  - (c) is disclosed to a third party by or on behalf of ULTRA without a similar restriction on the third party's rights, or
  - (d) is approved for release or use by written authorization of ULTRA.
- 7.7 Within thirty (30) days after termination of this License, all materials containing the Proprietary Information are to be returned to ULTRA, through a common carrier selected by ULTRA, FCA designated site, or destroyed at ULTRA's written instruction.
- 7.8 Notwithstanding any termination pursuant to Article 4.0, the obligations set forth in this Article shall survive this License.

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- 8.2 ULTRA warrants that the Licensed Software shall substantially conform to its specifications, as it exists at the date of delivery, for a period of 12 months from the date of acceptance of the Licensed Software. ULTRA's sole obligation under this warranty shall be limited to using all reasonable efforts to correct such defects and supply LICENSEE with a corrected version of such Licensed Software as soon as is practicable after LICENSEE has notified ULTRA of such defects. ULTRA does not warrant that:
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  - (b) functions contained in the Licensed Software shall operate in the combinations which may be selected for use by LICENSEE to meet LICENSEE's requirements. ULTRA's warranty

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The warranties set forth in this Article are expressly subject to the limitations of Article 10.0.

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- 9.2 Should the Licensed Software become or, in ULTRA's opinion, be likely to become the subject of a claim of infringement of a patent, trade secret or copyright, ULTRA may
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  - (b) replace or modify the Licensed Software, at no cost to the LICENSEE, to make such non-infringing, provided that the same function is performed by the replacement or modified Licensed Software, or
  - (c) if the right to continue to use cannot be procured or the Licensed Software cannot be replaced or modified, terminate the license to use such Licensed Software, remove the Licensed Software, and where a specific fee was paid by LICENSEE, grant LICENSEE credit thereon as depreciated on a straight-line five (5) year basis.
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- (a) use of other than the then latest release of the Licensed Software from ULTRA, if such infringement could have been avoided by the use of the latest release of the Licensed Software and such latest version had been made available to LICENSEE, but LICENSEE, with knowledge of actual or possible infringement, chose to retain the prior version, or
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## **10 LIMITATION OF LIABILITY**

- 10.1 EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLE 8.0, ULTRA DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
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10.4 The maximum liability of ULTRA for damages shall be limited to and consistent with those included in the contractual agreement between ULTRA and the LICENSEE for which this Software License Agreement is issued in support.

## **12 FORCE MAJEURE**

If the performance of this License or any obligation hereunder, except the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any governmental agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid to remove such cause of non-performance hereunder with dispatch whenever such causes are removed.

## **13 TAXES**

All payments required under Article 5 or otherwise under this License are exclusive of any State or Federal sales/usage or business similar taxes.

## **14 EXPORT**

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## **15 SEVERABILITY**

In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

## **16 WAIVER**

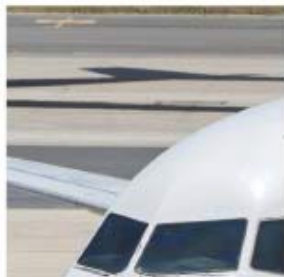
Failure or neglect by ULTRA to enforce at any time any of the provisions hereof shall not be construed not shall be deemed to be a waiver of ULTRA's rights hereunder nor in any way affect the validity of the whole or any part of this license or prejudice ULTRA's rights to take subsequent action.

## **17 HEADINGS**

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this License.

## **18 GOVERNING LAW**

This License is made under and shall be governed by the Laws of the State of Colorado.



# Denver International Airport

## Proposal for Gate Management System

RFP No. 201208409

Commercial  
Comments and  
Cost Proposal



**1. SCOPE OF SUPPLY**

Ultra's solution comprises the supply, installation, commissioning, acceptance testing, software licenses and 12 months 24\*7 remote telephone warranty for Ultra's UltraResource application. The application will be hosted on the DIA provided VMware platform.

The UltraResource application functionality includes the allocation of Gates, Stands and Check-In ticket counters, interface to the DIA Airport Integration Hub (AIH) for the exchange of flight data, and configuration of software and services to meet Denver International Airport's requirements as set out in the DIA RFP. Please see PART 2 of the Ultra proposal for the Statement of Compliance to your requirements.

The services to be provided comprise:

- Project Management
- Application configuration
- Software Installation
- Integration Testing
- Site Acceptance Testing
- User Training
- Cutover support
- Documentation
- 12 months third line, 24\*7, remote application software warranty commencing from successful completion of site acceptance testing.

Please see PART 4 of the Ultra proposal for an overview of the UltraResource functionality.

**2. PRICES**

**2.1 LUMP SUM – WORK SET FORTH IN EXHIBIT A, SCOPE OF SUPPLY; YEAR 1 SUPPORT:**

Costs to complete the project as defined in the scope of work above are as follows;

Supply, installation, commissioning, acceptance testing, software licenses and 12 months application software warranty:	<b>US \$ 370,959</b>
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**2.2 EXTENDED SUPPORT:**

Ultra's quotation is for the provision of the following services:

Two additional years of application software support is commencing 12 months after successful completion of site acceptance testing. This covers third line, 24\*7, remote application software support. The first 12 months of support is covered in the lump sum price already provided for the supply, installation and commissioning of the GMS.

ASSUMPTIONS AND EXCLUSIONS

- (a) The price assumes that DEN provides client VPN access for Ultra for third line remote software support and monitoring of the platform.
- (b) DEN is responsible for 1st line on-site support;

PRICES

The price for the Extended Support as stated is:	<b>US \$80,745.00 per year</b>
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**3. CONDITIONS OF CONTRACT – INVOICING AND PAYMENT**

**3.1 Invoicing and Payment for Section 2.1 LUMP SUM – WORK SET FORTH IN EXHIBIT A, SCOPE OF SUPPLY:**

Ultra requests that payment is made against the following milestones, 30% on order placement, 30% on completion of Factory Acceptance Test (FAT), 30% on completion of Site Acceptance Test (SAT) and 10% on handover.



### 3.2 Invoicing and Payment for Section 2.2 EXTENDED SUPPORT:

Ultra requests that payment be made quarterly in advance: Invoices are payable within 30 days of the date of invoice.

## 4. ASSUMPTIONS

In preparing this proposal, Ultra has made the following assumptions:

- (a) All servers, workstations and associated COTS software, excluding those items specifically included in Ultra's scope are provided by DIA.
- (b) The Ultra Price specifically excludes the supply of the Oracle database licenses. The cost of these depends upon the server resources deployed in the DIA VMware. Ultra would be pleased to provide pricing if required or these licenses can be procured directly by DIA.
- (c) Training room and required facilities will be provided free of charge by DIA, on DIA premises. (d) Training will be provided on a 'Train the Trainer' basis to up to 4 experienced airport administration staff. The trained airport administration staff will carry out any user trainer that is required.
- (e) DIA will provide a site to site VPN link for suitable for Ultra remote 3rd line application support.
- (f) The network infrastructure, whether cabling, active equipment or implementation will be supplied, installed, tested and certified by others or DIA prior to Ultra's attendance on site.
- (g) Power cabling (including UPS if required), core room, server racking, check in desks and other mill work will be provided by others or DIA prior to Ultra's attendance on site.
- (h) Performance of the airport LAN including but not limited to availability, response time and capacity management is the responsibility of DIA.
- (i) Communications charges are excluded from this offer
- (j) DIA will be responsible for obtaining and covering the cost of any airport approvals and security requirements, if required;
- (k) First and second line support on site is undertaken by DIA

## 5. FACILITIES TO BE PROVIDED BY OTHERS

Amongst the items which Ultra would require free of all charge for the duration of any site work are:

- (a) All necessary security passes, work permits, identity papers, or any other such personal documentation which may be required by the relevant authorities, other than the Airport ID badges specifically mentioned in Section 1-17 of Attachment 1, Instructions to Proposers.
- (b) Free and uninterrupted access as required whilst installation and commissioning of the systems is in progress.
- (c) Facilities for work on site including but not limited to, office accommodation, a secure storage area, power, lighting.
- (d) Capability to send external e-mails from the core room network.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/07/2014

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
<b>INSURED</b> Ultra Electronics Airport Systems, Inc. 11020 Ambassador Drive Suite 320 Kansas City MO 64153 USA	INSURER A: Travelers Indemnity Co Of Ct		25682
	INSURER B: Charter Oak Fire Ins Co		25615
	INSURER C: Travelers Property Cas Co of America		25674
	INSURER D: Illinois National Insurance Co		23817
	INSURER E:		
	INSURER F:		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570053419335**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL3059892 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Y-810-2338C957-TCT-14	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Comp/Coll Ded	\$500
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION			YFSEX2338C957TIL14	01/01/2014	01/01/2015	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			YVYBOUB2338C95714	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570053419335

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract No: 201208409, Contract Name: Gate Management System. City and County of Denver, its officers, officials and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City and County of Denver, its officers, officials and employees in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver Attn: Risk Management, Suite 8810 Manager of Aviation Denver International Airport 8500 Pena Boulevard, Room 8810 Denver CO 80249 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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