1

2 ORDINANCE NO. _____   COUNCIL BILL NO. CB12-0651

3 SERIES OF 2012   COMMITTEE OF REFERENCE:

'4   BUSINESS, WORKFORCE, & SUSTAINABILITY

5   A BILL

6 **For an ordinance approving a proposed Agreement between the City and County**
7 **of Denver and SAIC Energy, Environment & Infrastructure, LLC related to**
8 **technology systems support services for EMS and related equipment at Denver**
9 **International Airport.**

10

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

12   **Section 1.** The proposed Agreement between the City and County of Denver and SAIC

13 Energy, Environment & Infrastructure, LLC in the words and figures contained and set forth in that

14 form of Agreement available in the office and on the web page of City Council, and to be filed in the

15 office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's

16 Filing No. 2012-0719, is hereby approved.

17 COMMITTEE APPROVAL DATE: September 6, 2012

18 MAYOR-COUNCIL DATE: September 11, 2012

19 PASSED BY THE COUNCIL: _____, 2012

20 _____ - PRESIDENT

21 APPROVED: _____ - MAYOR _____, 2012

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

25 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2012; _____, 2012

26 PREPARED BY: Kevin Cain, Assistant City Attorney _____ DATE: September 13, 2012

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

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

32 BY: _____, Assistant City Attorney   DATE: September 13, 2012

AGREEMENT

THIS AGREEMENT, Contract Number 201102264-00, is made and entered into on the date set forth on the signature page, below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and **SAIC Energy, Environment & Infrastructure, LLC**, a Delaware Limited Liability Company ("Consultant"), Party of the Second Part;

W I T N E S S E T H:

WHEREAS, the City owns and operates Denver International Airport ("DIA" or the "Airport"), and desires to purchase hardware and software for an Event Management System ("EMS") and related equipment, and will require professional services for the design, configuration, installation, deployment and maintenance of the EMS and related equipment, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the City has undertaken a competitive process to solicit, receive and evaluate proposals for such services, and has selected the proposal submitted by the Consultant as the best qualified, responsive proposal; 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 WORK; TASK ORDER:

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 Scope of Work for this

Agreement is attached hereto as **Exhibit A**, "Scope of Work". The job categories, descriptions and rates for the staff and deliverables that Consultant shall provide are described on attached **Exhibit B**, "Rates and Charges". The City shall authorize specific engagements with the Consultant under the Scope of Work by placing a written task order which will contain a description of the work to be performed and the rate to be charged (the "Order"). Any modifications to the Scope of Work shall be approved in advance by the City and shall be set forth in an Order. The Consultant agrees that during the term of this Agreement it shall fully coordinate its work under all Orders with any person or firm under contract with the City doing work or providing services which affect the Consultant's services. The Consultant shall faithfully perform the work described in any and all Orders in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in an Order.

B.   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. The City shall authorize the performance of such services by written task order, as described in Paragraph 2.A., above (the "Order").

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.   **COMPENSATION AND PAYMENT:**

A.   Fee: The City agrees to pay the Consultant for the performance and completion of all of the Work described in Exhibit A and the Consultant agrees to accept as its full and only compensation for that Work, the rates set forth on **Exhibit B,** and as may be further described in **Exhibit A**, the total amount of which shall not to exceed the Maximum Contract Liability set forth herein.

B.   Compensation for Additional Services: As set forth above at Paragraph 2. B., 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. The Consultant shall be compensated for such Additional Services in accordance with the billing rates set out in **Exhibit B**, "Rates and Charges", and 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.   Scheduling, Progress Reports and Invoices: Payments shall be made to Consultant based upon invoices and receipts submitted by Consultant which have been approved by the City, and subject to the maximum contract liability. Each such invoice shall bear the signature of an authorized officer of the Consultant certifying that the information set forth in the invoice is true and correct. The Consultant agrees that the City shall not be liable for the payment of taxes, late charges, interest or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.*

The City reserves the right to reject and not pay any invoice or part thereof where the Manager determines that the amount invoiced to date exceeds the amount which should be paid based upon its determination of the Work which has been performed. The City, however, shall pay any undisputed items contained in the invoice. Disputes concerning payments under the provisions of this contract shall be resolved by administrative hearing pursuant to the procedures of Section 5-17, Revised Municipal Code.

4.   MAXIMUM CONTRACT LIABILITY; FUNDING:

A.   Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for materials, goods or equipment provided, or for services rendered and expenses incurred by the Consultant, including the Fee set forth above and any additional services requested and authorized by the City under the terms of this Agreement, for any amount in excess of **Three Million Seven Hundred Seventy-nine Thousand Dollars ($3,779,000.00)**. The Maximum Contract Liability may only be increased by amendment to this Agreement.

B.   Payment to the Consultant will be in accordance with the provisions herein, and will be made solely and exclusively from funds appropriated and otherwise lawfully made available for the purposes of this Agreement from the City and County of Denver Airport System Capital Improvement and/or Operating and Maintenance Funds. The City has no obligation to make payments from any other fund or source or to make additional appropriations or allocations to such fund or funds to satisfy such costs or other obligations, nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability. 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.   TERM:

The term of this Agreement shall commence on the 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 two periods of one (1) year each, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 5, 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.

6.   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.

7.   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.

8.   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.

9.   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.

10.   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.

11.   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.

12.   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.

13.   DSBO GOALS:

The Consultant is 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 twenty percent (20%). 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 (20%), for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

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. 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 C**, 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 C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

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

D.   The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

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

F.   The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant under the terms of this Agreement, including the Indemnification provisions herein. The Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

16. 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.

17.   DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

18. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

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

19. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:

A.   Ownership. City shall own all copyright rights in written reports, analyses and other working papers delivered by Consultant to City in the course of performing the Work, as well as City's derivative works thereof, subject to City's payment of invoices under this Agreement and subject to Consultant's rights in the underlying intellectual property embodied therein or used by Consultant to perform the Work. Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Consultant by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B.   License Grant. Subject to the terms and conditions of this Agreement, Consultant grants City the worldwide, non-exclusive, non-transferable, non-sublicenseable, perpetual, irrevocable (except as set forth in Section (C) right to use, copy, and create derivatives of any materials provided by Consultant in the course of performing Work solely for City's internal business operations as contemplated by this Agreement. The foregoing license excludes Consultant's generally available products which are licensed via separate ordering agreement or

pre-released products City may have received from Consultant under a separate testing agreement.

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.

20. SOFTWARE SOURCE CODE ESCROW:

If required by **Exhibit A,** Consultant and City will execute a Software Source Code Escrow agreement for the software more fully described in **Exhibit A.** 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)).

21.   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.

22.   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.

23.   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.

24. 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.

25. 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 17, "Defense and Indemnification," and Paragraph 18, "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.

26.   TAXES AND COSTS:

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

B.   The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City's status, Consultant confirms that all Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Consultant is responsible for payment of such Taxes to the appropriate governmental authority.

27.   OWNERSHIP OF WORK PRODUCT:

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.

28.   ADVERTISING   AND   PUBLIC   DISCLOSURES;   NONDISCLOSURE AGREEMENT:

A.   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.

B. The Consultant shall require each and every individual performing work under this agreement, including but not limited to Consultant's employees, officers, agents, subconsultants and subcontractors, to execute and deliver to the City a "DIA Event Management System Confidentiality and Non-Disclosure Agreement" in the form attached hereto as "**Exhibit D**".

29.   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.

30.   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.

31.   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.

32.   EXAMINATION OF RECORDS:

A. The Consultant agrees that the City's duly authorized representatives, including 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.

33.   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.

34.   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.

35.   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.

36.   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.

37.   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: SAIC Energy, Environment & Infrastructure, LLC
Attn: Legal
9400 N. Broadway, Suite 300
Oklahoma City, Ok 73114

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.

38. 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.

39. 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.

40. 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.

41. DATA CONFIDENTIALITY:

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.

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:

a)   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;

b)   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.

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

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

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

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

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

e)   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.

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.

42.   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.

43. PARAGRAPH HEADINGS:

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

44. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Scope of Work
Exhibit B:	Rates and Charges
Exhibit C:	Insurance Requirements
Exhibit D:	DIA Event Management System Confidentiality and Non-Disclosure Agreement

In the event of an irreconcilable conflict between a provision of Sections 1 through 52 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 3
Sections 1 through 52 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D

45. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

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

46.   INUREMENT:

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

47.   FORCE MAJEURE:

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

48.   SEVERABILITY; ENTIRE AGREEMENT:

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

49.   PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS 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.

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. COUNTERPARTS OF THIS AGREEMENT:

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

52. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number: PLANE-201102264-00

Contractor Name: SAIC Energy, Environment & Infrastructure, LLC

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

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

                                                                  By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

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

                                                                  By_____

By_____

                                                                  By_____

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

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.
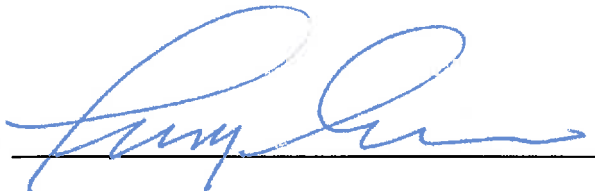
4.   Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the 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

Contract Control Number: PLANE-201102264-00

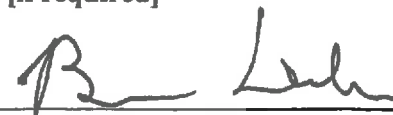**Contractor Name:**   SAIC Energy, Environment & Infrastructure, LLC

By: _____

Name: _Terry L. Helms_____
(please print)

Title: _Sr. Vice President_____
(please print)

ATTEST: [if required]

By: _____

Name: _Brian Delay_____
(please print)

Title: _AVP_____
(please print)

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

SCOPE OF WORK

EVENT MANAGEMENT SYSTEM

PART 1 – GENERAL

For purposes of this Exhibit A – Scope of Work, all references herein to "Owner" shall mean the City and County of Denver and all references herein to "EMS Contractor" shall mean the Consultant, SAIC.

SYSTEM DESCRIPTION

A.   The intended functionality of the EMS is to provide an integrated event management system for logging incoming incident-related calls, providing incident response, incident tracking, and dispatch of multi-agency personnel. System shall provide Owner's personnel with support and resources in handling incident responses for Owner's on-site organizations.

    1.   The EMS Contractor shall provide EMS server(s) (server) that operates in a browser using the Owner's network. Application shall operate in a highly available arrangement that allows continued and uninterrupted operation of the EMS in the event one server fails.

    2.   EMS application software shall support features as negotiated between the EMS Contractor and the Owner in Article 3.02 and 3.03.

    3.   The EMS Contractor shall include complete system configuration including initial data entry into system database.

    4.   The EMS Contractor shall include all necessary labor to act as a facilitator for assisting the Owner with development and refinement of the Owners Standard Operating Procedures (SOPs) for incident responses, coordination of response procedures, and developing response plans that will be used only to program the Event Management System. Development responsibilities shall include but not be limited to:

        a)   Decision trees.

        b)   Incident responses.

        c)   Response coordination procedures.

        d)   Response plans.

        e)   Pre-configured reports.

        f)   Response forms.

        g)   Response agency definitions.

      h)   Work order forms.

    5.   The EMS Contractor shall include all necessary labor to work with the Owner to develop pre-configured reports as identified in the Work Breakdown Structure if the standard reports that are part of the system do not satisfy the Owner's report requirements.

B.   The EMS application shall be used by the Owner to respond to calls answered by the Airport Communications Center (ACC), Maintenance Control Center (MCC) or the Emergency Operations Center (EOC) for:

    1.   Fire department response.

    2.   Police department response.

    3.   Emergency medical response.

    4.   Building maintenance department response.

    5.   Information technology (IT) department response.

    6.   Airport operations department response.

C.   EMS application client shall be available at each of the locations designated below:

    1.   ACC.

    2.   MCC.

    3.   EOC.

    4.   Backup ACC.

    5.   Backup MCC.

    6.   Backup EOC.

D.   Verification of operations, incident, or event plans, procedures, responses, and other similar information provided by the Owner, to be used by the EMS Contractor and implemented in the EMS system for logging, responding, tracking, dispatching, reporting and managing functionality, shall be performed as part of the defined workshop activities with the appropriate Owner's representatives.

1.02   SUBMITTALS

A.   The EMS Contractor shall submit the following data, listed in paragraph B, from the Notice to Proceed (NTP) or as negotiated between the EMS Contractor and Owner.

B.   Submittals:

    1.   EMS System hardware requirements (Due 30 days from NTP).

2. Site inspection report (Due 45 days from NTP)

3. EMS System credentials (Due 120 days from NTP):

   a) Commissioning / Testing Supervisor.

   b) Maintenance personnel.

4. EMS System certifications (Due 15 days from completion of each activity):

   a) System start-up certification.

   b) Commissioning certification.

5. EMS System drawings (Due date determined between the EMS Contractor and the Owner):

   a) Systems block diagrams.

   b) Record drawings: provide accurate record drawings of all wiring, installed block diagrams for electronic and electrical systems, other drawings showing equipment installation.

6. EMS System manuals (Due date determined between the EMS Contractor and the Owner):

   a) Provide manufacturers' manuals for all equipment installed as part of EMS System.

   b) Operator's manuals.

   c) Maintenance manuals.

   d) Hardware manuals.

   e) Software manuals.

7. EMS System documentation (Due date determined between the EMS Contractor and the Owner):

   a) Manufacturers' warranty.

   b) Service contracts.

8. EMS System testing (Due date determined between the EMS Contractor and the Owner):

   a) Procedures

   b) Data collection forms.

    c)   Reports.

9.   EMS System training (Due date determined between the EMS Contractor and the Owner):

    a)   Training plan.

    b)   Training materials.

    c)   Training report.

10.   EMS live operation demonstration (Due date determined between the EMS Contractor and the Owner):

    a)   Reports.

11.   A complete listing of all protocols used by the EMS system including TCP and UDP port numbers (Due date determined between the EMS Contractor and the Owner).

12.   A complete list of integration interfaces in-bound and out-bound (Due date determined between the EMS Contractor and the Owner).

1.03   QUALITY ASSURANCE

A.   Contractor shall provide software from a manufacturer that has been in the business of producing computerized systems providing the EMS functions described in this Specification for at least five (5) years.

B.   Proposed system shall have been used in at least four previous installations of similar or larger size.

C.   System Server equipment emissions shall meet applicable portions of CFR 47, Part 15.

D.   Commissioning / Testing Supervisor: Contractor shall designate a Commissioning / Testing Supervisor to conduct and supervise commissioning and testing of the EMS. Contractor's Commissioning / Testing Supervisor shall:

1.   Be trained and certified by the EMS manufacturer for installation of the manufacturer's products.

2.   Have installed at least three previous systems of equal or larger size and complexity.

3.   Be dedicated to the Project during the Commissioning / Testing phase of the Project.

4.   Be on-site and shall be in charge of, and shall direct, all commissioning and testing activities.

5.   Have current and demonstrated working knowledge of the EMS system hardware, software, and associated systems.

6.   Have an understanding and working knowledge of the system hardware, application software, operating system software, and knowledge of site-specific system programming and configuration requirements.

7.   Be capable of troubleshooting the system hardware and software; capable of recommending and implementing the necessary modifications to correct deficiencies identified through the testing process.

E.   EMS Contractor shall submit Commissioning / Testing Supervisor's credentials for approval 30 days prior to the Commissioning/Testing of the system. The credentials shall include:

1.   Written verification of manufacturer's training and certification.

2.   Written documentation of system installation experience for at least three previous systems including:

a)   Client name.

b)   Client address.

c)   Project name.

d)   Project description.

e)   Client contact name.

f)   Contact phone number.

F.   If Commissioning / Testing Supervisors are not approved, EMS Contractor shall submit another person for approval within 15 days of receiving notification that the Commissioning / Testing Supervisor candidate was not approved.

G.   Under no circumstances will the EMS Contractor be allowed to start commissioning or testing until the Commissioning / Testing Supervisor is approved.

H.   Configuration management: EMS Contractor shall provide a clear, written set of procedures that will be used during the development of the EMS database, response procedures, and reports.

1.   EMS Contractor shall provide a written description of the procedures that will be used to maintain version control of the custom databases and response procedures developed as part of the Project. Submit configuration management procedures and a sample version control report within 15 days of the start of the engagement.

2.   EMS Contractor shall provide monthly version control reports documenting the status and changes made to the databases, response procedures, and reports.

1.04   WARRANTY

    A.   Provide one (1) year warranty on all new hardware, software associated with the EMS.

    B.   Warranty shall start at time of system acceptance by Owner.

    C.   Warranty shall include telephone support as described herein.

1.05   MAINTENANCE

    A.   EMS Contractor maintenance services shall be for hardware, software, and work provided by EMS Contractor.

    B.   EMS Contractor shall provide all required services and equipment necessary to maintain EMS in an operating condition meeting the requirements of the specification for the warranty period from date of final acceptance. Maintenance requirements include:

        1.   Provision of maintenance materials and replacement parts.

        2.   Performing scheduled maintenance and other required nonscheduled work.

        3.   Making required adjustments and repairs.

    C.   Maintenance personnel with the following qualifications shall be available to provide service to the system or equipment upon notification of system malfunction.

        1.   Maintenance personnel shall be trained and certified by the manufacturer for work on the hardware and software installed as part of the EMS.

        2.   EMS Contractor shall submit proof of maintenance personnel training certifications and credentials as part of the Submittals.

    D.   EMS Contractor shall furnish the Owner with a telephone number where the EMS Contractor's service supervisor can be reached 24 hours per day, seven days per week. The Owner will immediately initiate service calls when the system or equipment is not functioning properly.

        1.   EMS Contractor shall restore the system to full operating condition meeting the specification performance requirements, as demonstrated through the original EMS Performance Verification Test, within one (1) calendar day after being on-site.

        2.   If the EMS Contractor fails to respond to the service request within the specified time, Owner will have the right to repair the system or equipment without invalidating the warranty.

        3.   In the event the Owner affects repairs because of Contractor non-response the Contractor will be charged for the repair cost.

    E.   EMS Contractor shall provide a minimum of two inspections, one at 6 months after warranty begins, and one 45 days prior to the end of the warranty period. Include:

1.   Visual checks and operational tests of all system equipment, computer equipment, peripheral equipment, interfaces, software, and electrical and mechanical controls.

2.   Perform diagnostics on equipment and the system as needed.

3.   Run software and verify that all features are functional.

4.   Correct diagnosed problems.

5.   Resolve previous outstanding problems.

6.   Perform inspections during normal working hours, Monday through Friday, excluding City and County of Denver holidays.

7.   Schedule and coordinate inspections with Owner.

F.   Software updates: EMS Contractor shall provide software updates as required and verify operation after being installed. Updates shall be accomplished in timely manner and coordinated with Owner.

1.   At the end of the warranty and maintenance period, EMS Contractor shall install and validate latest release of manufacturer's application software, and latest operating system and service packs on the host computer operating system at no additional cost to Owner. Certify to Owner in writing that latest release of software and operating system is installed.

2.   EMS Contractor shall incorporate modifications and software updates into design, operators, equipment, software, and maintenance manuals and other affected project documentation.

G.   EMS Contractor shall document all maintenance and service operations performed during the one-year warranty and maintenance period. Maintain and keep a set of service records at the site and make available to Owner for inspection. Include:

1.   Continuous log giving dates and times of request and response; descriptions of services and problems; personnel performing work; list of materials and replacement parts used; and results. Include in the log:

a)   Maintenance operations.

b)   Inspections.

c)   Emergency services.

d)   Repairs.

e)   Modifications and software updates.

f)   Modifications to hardware.

        g)   Names of persons responsible for each maintenance action.

    2.   Chronological and cumulative records for each major device, component, and or subsystem.

H.   Work requests: In addition to annotations in log, EMS Contractor shall separately record each service call request. Deliver completed work request forms to Owner within 5 days after accomplishment of work. Form shall include:

    1.   Date and time call was received.

    2.   Nature of trouble.

    3.   Names of service personnel assigned to task and instructions given.

    4.   Serial numbers for involved components, work accomplished, nature and quantity of materials used.

    5.   Times and dates work started and was completed.

1.06   COMMISSIONING AND SYSTEM START-UP

A.   After system start-up, EMS Contractor shall load data co-developed with the Owner including:

    1.   Decision trees.

    2.   Incident responses.

    3.   Response coordination procedures.

    4.   Response plans.

    5.   Pre-configured reports.

    6.   Call taking forms.

    7.   Response forms.

    8.   Response agency definitions.

    9.   Work order forms.

    10.   Other data required for a fully functional system to meet the Owner's requirements.

B.   EMS Contractor shall verify the performance and correct operation of interfaces between system components.

C.   EMS Contractor shall verify that the system operates as a complete, operational, and whole system.

D.   EMS Commissioning shall also include the Contractor's Performance Verification Testing (PVT) as specified in Article 2.04 Performance Verification Testing.

PART 2 – EXECUTION

2.01   GENERAL INSTALLATION REQUIREMENTS

A.   EMS Contractor shall install new equipment and verify its complete operation prior to interconnection with existing equipment.

B.   EMS Contractor shall install equipment to meet seismic requirements of Seismic Zone 1. This shall include electronic equipment installed in racks, rack frames, and consoles.

C.   Where undefined by codes and standards, EMS Contractor shall apply a safety factor of at least 2 times the rated load to all fastenings and supports.

D.   The Contractor shall install all system components including furnished equipment and appurtenances in accordance with the manufacturer's instructions, NFPA 70, ANSI-C2, and State and local codes and as indicated, and shall furnish interconnections, services, and adjustments required for a complete and operable system.

2.02   INSTALLATION

A.   EMS Contractor shall install hardware and software according to the manufacturer's instructions and recommended procedures.

B.   EMS Contractor shall install host computer in rack space designated by Owner.

C.   EMS Contractor shall load operating system and application software on servers if servers are not delivered in a pre-configured condition.

D.   EMS Contractor shall load application software on workstations.

E.   EMS Contractor shall notify Owner that host and workstations are ready for network connection after verifying hardware and software are fully functional and operating properly.

F.   EMS Contractor shall perform system start-up as required by Article 1.06 Commissioning and System Start-up.

G.   EMS Contractor shall load the data co-developed with the Owner as described in Article 1.06 Commissioning and System Start-up.

H.   EMS Contractor shall verify that the system is ready for testing and demonstration. Contractor shall perform the following:

1.   Perform tests as required in Article 2.04 Performance Verification Testing.

2.   Perform tests and required in Article 2.05 Endurance Testing.

        3.   Perform EMS Live Operation Demonstration as described in Article 2.07 EMS Live Operation Demonstration.

I.   EMS Contractor shall provide training as described in Article 2.06 Training.

J.   EMS Contractor shall utilize relevant directory information, schedules, procedures, HAZMAT data, maps, image files and other data from existing DIA systems such as Info-Pilot.

2.03   TESTING GENERAL PROVISIONS

A.   Testing shall include two different types of tests:

        1.   Performance verification test (PVT).

        2.   Endurance test.

B.   The Owner's Representative may terminate testing at any time when the EMS fails to perform as specified.

C.   If testing is terminated, EMS Contractor's Commissioning / Testing Supervisor shall submit a report to the Owner's Representative identifying:

        1.   Nature of each failure.

        2.   Corrective action taken.

        3.   Results of tests performed to verify corrective action as being successful.

        4.   Recommended point for resumption of testing.

D.   After submission of the report, EMS Contractor's Commissioning / Testing Supervisor shall schedule a review meeting at the job site, and schedule a date and time with the Owner's Representative.

E.   At the review meeting, EMS Contractor's Commissioning / Testing Supervisor shall demonstrate that all deficiencies causing the failure have been corrected though the execution of test procedures. The Contractor's Commissioning / Testing Supervisor and Owner's Representative will witness tests.

F.   Based on the report and review meeting, the Owner's Representative will direct the EMS Contractor's Commissioning / Testing Supervisor to the repeat the entire test, or to restart testing from the point the test was terminated (see Article 2.03, C.4.).

2.04   PERFORMANCE VERIFICATION TEST

A.   EMS Contractor's Commissioning / Testing Supervisor shall develop PVT procedures that will prove the installed system meets the performance requirements of the specification.

1. Tests shall be developed on a paragraph-by-paragraph basis of the specification to show compliance with performance requirements, demonstrate system features, and to demonstrate that the system is fully functional.

2. EMS Contractor shall develop a test plan that includes data forms for tracking testing.

3. Data forms shall have rows with a brief description of each test, and "Pass," "Fail," "Conditional Acceptance," and "Comments" columns for each procedure.

B. EMS Contractor shall schedule PVT with Owner's Representative at least 15 days prior to testing date.

C. EMS Contractor shall conduct PVT so that Owner's Representative and Owner's personnel can observe testing.

D. EMS Contractor shall provide a notebook with test procedures and test record forms for Owner's Representative.

1. Provide signature line on both copies.

2. Ensure that Owner's representative and Contractor sign original copies of test record document.

3. Owner's Representative will retain an original copy of PVT record.

4. Contractor shall retain an original copy of PVT record.

2.05   ENDURANCE TEST

A. After the passing the PVT, EMS Contractor shall conduct an Endurance Test of 10 consecutive calendar days, and 24 hours per day.

1. Owner will authorize EMS Contractor to begin testing in writing after successful completion of the PVT, and will specify the date on which testing shall commence.

2. EMS Contractor shall provide all necessary personnel 24 hours per day, 7 days per week during the performance period to participate in the Endurance Test.

3. EMS Contractor test personnel shall operate and monitor the EMS during endurance testing with the guidance of the EMS Contractor's Commissioning / Testing Supervisor.

B. Owner's Representatives and personnel will observe and supervise testing

C. The Endurance Test shall be successfully completed prior to final acceptance of the system and prior to training.

D.   EMS Contractor shall record Endurance Test data on approved forms so as to provide a continuous log of EMS performance. Record each system problem at the time of occurrence and include:

   1.   Date and time for all entries.

   2.   Name of individual making entry.

   3.   Description of all system alarms, system failures, equipment failures, software failure, software errors, responses, corrective actions, and causes of alarms or failures. Classify as to type of failure or alarm.

   4.   Description of all maintenance and adjustment operations performed on the EMS.

   5.   Provide daily and weekly tabulations for the system.

   6.   The Owner's Representative will review the log entries with the EMS Contractor's Commissioning / Testing Supervisor.

E.   Endurance testing procedures:

   1.   EMS Contractor shall use a load test utility to generate system data and populate data fields. Load test utility shall be set to generate at least 120 call/incidents per hour for the test period.

   2.   EMS Contractor shall randomly generate reports each day during the test period to document system operation.

      a)   EMS Contractor shall generate at least two (2) of each type of pre-programmed report each day.

      b)   EMS Contractor shall generate at least one ad-hoc report each day.

      c)   EMS Contractor shall submit reports as part of the test documentation.

   3.   Make no repairs during this phase unless authorized in writing by the Owner's Representative.

2.06   TRAINING

A.   Submit a training plan for approval at least 75 days prior to the first training class.

B.   The Owner will provide a training room suitable to support the training requirements.

C.   After approval of the training plan and at least 75 days prior to training, submit one copy of each type of training material for approval. Do not begin training until submittals have been approved.

D.   Do not begin training until the system has been installed and has passed the PVT and the Endurance Test.

E. Do not begin EMS Live Operation Demonstration until after completing training requirements.

F. Have copies of appropriate design, operator's, computer software, equipment, and maintenance manuals at hand to use as references during training sessions.

G. Schedule training sessions with Owner to minimize the impact to airport operations. EMS Contractor shall provide operator training on two consecutive days so training does not interfere with work schedules.

H. Onsite training shall be scheduled with the Airport at least 45 days in advance of the training start date. EMS Contractor shall provide training materials for each person being trained. Training and training materials for each group shall be specifically tailored to address the requirements of that group. Training shall be conducted for five distinct and different groups of people as defined in the following sub-paragraphs.

    1. Functional Leads Training – 20 people: provide an overview of the system operation. Describe and demonstrate system functions. Describe data collected, database functions, and report generation. Describe and show examples of the type of reports available including the manufacturer's standard reports, custom configured reports, and ad hoc reports.

    2. Operator Training – 10 people: Operators are the people who will use and operate the system on a daily basis. Training shall include a system overview, descriptions and demonstrations of all system functions. EMS Contractor shall provide at least 4 hours of hands-on system training for each person. Ensure that each person understands the complete system operation, manufacturer's standard reports, custom configured report generation, and how to generate ad hoc reports.

    3. IT Hardware Maintenance – 6 people: provide instruction on troubleshooting and maintaining the servers, backup procedures using the airport SAN, swapping RAID drives, configuring / rebuilding RAID drive data, other hardware maintenance functions as required by the manufacturer to maintain the system in peak operating condition.

    4. IT Software Maintenance – 6 people: provide instruction on maintaining the server software, and workstation software. Include loading updates and service packs for the server operating system and application software, and workstation application software. Provide information on server software configuration and troubleshooting.

    5. Database Management – 5 people: provide instruction on database configuration, and database management and maintenance. Include data base schemas, and sub-schemas, table relationships, addition of data fields to database, configuring reports, and other database functions that are specific to the maintaining the system as it is configured for the installation.

I. Training location:

    1. Coordinate location with Owner for instruction.

    2.   Coordinate location for demonstration and individual instruction on system operation.

J.   At the end of training, provide a training report documenting personnel trained, and location, time, and date of training.

K.   Training materials: electronic format with agenda and objectives for each lesson.

    1.   Manuals shall describe function, operation, and integration of systems and required maintenance to be performed.

    2.   Manuals shall emphasize operation and use of systems and be suitable for personnel with a high school education.

    3.   Manuals shall be suitable for the training of future personnel by Airport, and for use as a reference by currently employed personnel in performing work assignments.

L.   Visual aids: provide charts, handouts, overhead projector slides, computer presentations, and other visual aids required to make effective presentation and to facilitate training.

    1.   EMS Contractor shall provide equipment needed for showing visual training aids.

    2.   Visual aids shall be suitable for use by Owner's personnel to train additional staff in the future.

2.07   EMS LIVE OPERATION DEMONSTRATIONS

A.   Owner will authorize EMS Contractor to begin EMS Live Operation Demonstration in writing after successful completion of the PVT, Endurance Test, and Training.

B.   EMS Live Operation Demonstration shall be conducted for a 7-day period.

C.   EMS Contractor shall provide personnel 24 hours per day, 7 days per week during the performance period to participate in the EMS Live Operation Demonstration.

D.   Owner's personnel shall operate system during the EMS Live Operation Demonstration with the guidance of the EMS Contractor's Commissioning / Testing Supervisor, and the EMS Contractors test personnel.

E.   EMS Contractor test personnel shall monitor EMS during EMS Live Operation Demonstration, and assist Owner's personnel with system problems that may arise during EMS Live Operation Demonstration period.

F.   EMS Contractor shall make no repairs during this phase unless authorized in writing by the Owner's Representative.

G.   Final Assessment: after conclusion of EMS Live Operation Demonstration period or termination of the EMS Live Operation Demonstration, EMS Contractor shall identify all failures, determine causes, and repair.

1.   EMS Contractor shall submit report in accordance with the General and/or Special Conditions explaining:

   a)   Nature of each failure.

   b)   Corrective action taken.

   c)   Results of tests performed

   d)   Recommended point for restarting testing.

2.   After submission of report EMS Contractor shall schedule a review meeting at job site. Schedule date and time with the Owner's Representative.

   a)   At review meeting, demonstrate that all failures have been corrected through performance verification tests.

   b)   Based on report and review meeting Owner will approve the EMS Live Operation Demonstration.

H.   Submit a final narrative report of the EMS Live Operation Demonstration.

2.08   SYSTEM ACCEPTANCE

A.   Equipment and system shall operate in conformance with all EMS functionality described herein, and with EMS Contractor's proposal and published manufacturer's specifications.

1.   If the system passes Performance Verification Test, Endurance Testing, and the EMS Live Operation Demonstration, it shall be deemed to have met an acceptable standard of performance.

2.   The Owner will not accept the equipment and systems until the standard of performance is met.

3.   Upon EMS Contractor's successful completion of the Performance Verification Test, Endurance Test, EMS Live Operation Demonstration, and receipt of the required documentation, the Owner's Representative will provide the Owner with a statement of acceptable performance.

4.   Receipt of the acceptable performance statement by the Owner will be a condition of Notice of Completion and system acceptance.

PART 3 – EMS PHASES AND WORK BREAKDOWN STRUCTURES

3.01 – GENERAL

A.   Implementation of the EMS Project will be conducted in phases as agreed between the Contractor and the Owner. Each Phase and segment of each phase will be issued via task order.

3.02 – PHASE 1 – WORK BREAKDOWN STRUCTURE

A.   Phase 1 has been negotiated between the Contractor and the Owner and is attached.

Work Breakdown Structure	Description
	Programmatic Services
	Project/Program Development – Task 1.0

1.0	1.1 Kick-Off Meeting
	    1.1.1 Initial meeting to introduce ALL key project participants, principles, stakeholders, SAIC/NICE team members
	    1.1.2 Review & discuss EvMS project objectives, scope, communications, working processes, schedule & deliverables for Phase I
	1.2 Site Survey
	    2 1.2.1 Conduct site survey with DIA to understand and view physical layout & adjacencies, current systems and spaces, power, network & infrastructure
	1.3 Concept of Operations (CONOPS) Development –Current
	    1.3.1 Conduct workshop #1 with EvMS principles to review, understand & document -
	        1.3.1.1 People – stakeholder, owner, user, operator, maintainer identification
	        1.3.1.2 Process – review current operational processes, procedures, SOPs
	            - Normal operations
	            - Emergency operations
	            - Event/incident operations
	        1.3.1.3 Technology – review current technology/systems uses, applications, & processes
	    1.3.2 Develop & document current CONOPS
	1.4 Task 1.0 review with EvMS principles

	Deliverables
	Current CONOPS document (1.3.2)
	Project/Program Development – Task 2.0

2.0	2.1 CONOPS Development – Future (with EvMS)
	    2.1.1 Conduct workshop #2 with EvMS principles to understand, develop & document --
	        2.1.1.1 Process – develop future operational processes, procedures, SOPs related to EvMS platform/application
	            - Normal operations
	        3 - Emergency operations

2..0	4 - Event/incident operations
	5 2.1.2 Develop Critical Operations Domain Awareness (CODA)
	6 2.1.2.1 Develop & document "situational awareness" requirements for various selected operational/emergency/ incident scenarios
	7 2.1.2.3 Review & validate 2.1.2.1
	2.1.3 Develop initial operational requirements for --
	2.1.3.1 Airside, Security, Maintenance, Emergency Management, Landside, IT, Ground Transportation, Terminals, Executive Management & Others
	8 2.1.4 Develop & validate initial operational & initial functional requirements
	9 2.1.4.1 Develop requirements for normal, emergency and event/incident operations
	10 2.1.4.2 Develop requirements for EvMS functions to support operational requirements
	2.1.5 Conduct workshop #3 with stakeholders, users, operators, owner(s), & maintainers to review & validate operational & functional requirements (EvMS)
	2.1.6 Develop initial operational/functional requirements "Traceability Matrix"
	2.1.7 Review matrix to ensure operational requirements drive system functional requirements; validation exercise
	2.1.8 Develop & document <u>future</u> CONOPS using EvMS platform
	2.2 Task 2.0 review with EvMS principles
	11 Deliverables
	12 Future (EvMS) CONOPS document
	13 Project/Program Development – Task 3.0
3.0	3.1 Business Logic/Rules Engine Development
	3.1.1 Conduct workshop #4 with EvMS principles to review & identify key plans, SOPs, procedures and protocols for development & incorporation to EvMS business logic/rules engine
	3.1.1.1 Review Airport Emergency Plan (AEP), Airport Security Program (ASP), Airport Certification Manual (ACM)
	3.1.1.2 Review SOPs, procedures, guides & other documents
	3.1.2 Develop & document business logic/rules engine guidelines/procedures for EvMS from 3.1.1
	3.2 Task 3.0 review with EvMS principles
	14 Deliverables
	15 Develop & document business logic/rules engine guidelines/procedures

	16 Total for Concept of Operations Development
	17 Project/Program Development – Task 4.0
4.0	4.1 Develop conceptual design/"system architecture" diagram
	18 Deliverables
	19 Single-line, system architecture diagram reflecting EvMS for Phase I
	20 EvMS Software Implementation & Integration – NICE Task 5.0

5.0	5.1 Review facilities monitored
	
	1.3.2 Conduct & complete technical site survey, including network and equipment spaces with assistance from NICE
	
	Collect system(s) & applications requirements
	
	1.3.3 Review SAIC "system architecture" (SA) document; validate; develop NICE "SA" document
	
	1.3.4 Develop & document EvMS system technical specifications
	
	1.3.5 Develop & document EvMS hardware specifications
	
	1.3.6 Collect "edge device" information for applicability & suitability to EvMS
	
	1.3.7 Review, modify (if needed) & provide API software + SDK documents
	
	5.3 Order Software and Hardware (equipment)
	
	1.3.8 Order infrastructure, network, hardware (2 servers & client workstations)
	
	1.3.9 Order EvMS (Situator) software packages
	
	1.3.10 Prepare SQL server requirements & database
	
	Project Planning
	
	1.3.11 Review, clarify & validate project and EvMS functional requirements
	
	1.3.12 Develop & document project plan
	
	1.3.13 Develop & document "system architecture" plan for --
	
	    5.3.1.1 Redundancy
	    5.3.1.2 DEV/PROD system
	    5.3.1.3 Geo-Referenced Module
	    5.3.1.4 15 Geo-Ref clients
	    5.3.1.5 Web server/mobile engine
	    5.3.1.6 10 web clients
	    5.3.1.7 Business Process Manager
	    5.3.1.8 Forms Manager
	    5.3.1.9 Reporting Tool
	    5.3.1.10 Customized Reporting
	
	1.3.14 Develop & document "Delivery Expectation Document" (DED)
	
	1.3.15 Conduct meeting to review Design, Integration and Implementation Plan
	
	1.3.16 Conduct "kickoff" meeting for implementation

5.0	Develop interfaces to external systems/applications (6 Gateways) 1.3.17 Collect API/SDK critical data 1.3.18 Develop Simplex gateway , test & validate ready for integration 1.3.19 Develop Edwards Fire gateway, test & validate ready for integration 1.3.20 Develop ESRI gateway, test and validate ready for integration 1.3.21 Identify/capture Genetec VMS, test, validate ready for integration 1.3.22 Identify/capture AD matrix, test and validate ready for integration 1.3.23 Develop Tritech CAD gateway, test and validate ready for integration 1.3.24 Complete Gateways development & lab testing 1.3.25 Perform "on-site" testing Develop & execute "content" Planning and Management 1.3.26 Obtain information from SAIC- edge device(s), incident types, procedures, guidelines & doctrine 1.3.27 Import sensor data, discovery, & data entry 1.3.28 Load Maps/GIS/CADD – "graphics" 1.3.29 Coordinate Task 3.0 – assist with entering and editing response plans, procedures, guidelines & doctrine 1.3.30 Develop (10) custom reports – coordinate with SAIC Install Servers & Client Workstations 1.3.31 Install EvMS (Situator) Server & Add-on Modules per contract 1.3.32 Install Client Workstations (CR) 1.3.33 Test Gateways "on-site" 1.3.34 Perform customization and configuration of system hardware & software 1.3.35 Enter content data 1.3.36 Test complete system for proper integration, connectivity, performance and reliability EvMS (Situator) Training 1.3.37 Conduct administrative training (4 days) 1.3.38 Conduct operator training (1 day) 1.3.39 Conduct training for administrators as soon as the Test/QA environment is available 1.3.40 Conduct operator training prior to operator UAT 1.3.41 Conduct SDK Certification Training (3 days) Activation – "Go Live" (PROD environment) 1.3.42 Activate EvMS (system) to ensure it is working in production environment – coordinate with Task 6.0
21 Deliverables	
22 See various deliverables for Task 5.0 above	
23 Testing & Activation – Task 6	

6.0	24	6.1	Develop detailed test requirements & objectives plan for EvMS
	25		6.1.1 Develop operational scenarios to test performance, functionality, integration and connectivity of EvMS
		26	6.1.2 Establish goals & objectives for testing base on 6.1.1
	27	6.2	Execute test plan in accordance with 6.1
		28	6.2.1 Demonstrate performance, functionality, integration and connectivity based on 6.1.1
	29	6.3	Verify and validate test performance using pre-test checklist
	30	6.4	Document validation of performance and capabilities from structured testing and activation
	31	6.5	Utilize system "real time" as part of "burn-in" activation initiative and plan
	32	6.6	Monitor system performance and record discrepancies or deficiencies
	33	6.7	Correct discrepancies or deficiencies and re-test system to ensure proper corrective action and full system and application performance
		**34 Deliverables**	
	35		See various deliverables for Task 6.0 above
	36		**Commissioning – Task 7**
7.0	37	7.1	Ensure testing & activation activities, Task 6.0, has been completed and ALL discrepancies & deficiencies have corrected
	38	7.2	Ensure EvMS performance, reliability and functionality in production (PROD) environment
		**39 Deliverables**	
	40		See various deliverables for Task 7.0 above
	41		**EvMS Operations Training – Task 8**
8.0	42	8.1	Develop & conduct "airport specific" EvMS operations & system administrator training
		43	8.1.1 Develop specialized training for operators, managers & operations personnel that focuses on the EvMS in context with operations and processes & how the EvMS (Situator) is utilized to support normal, emergency and incident operations (Task 2.0)
		44	8.1.2 Conduct "train-the-trainer" program for those identified for 8.1.1 training
8.0		45	8.1.3 Develop specialized training for EvMS system administrators that focuses on updating, revising and programming the business logic/rules engine as it relates to CONOPS, normal, emergency and incident operations
		46	8.1.4 Conduct "train-the-trainer" program for those identified for 8.1.3 training
	47	8.2	Provide training materials and guidelines for conducting 8.1.1

	& 8.1.3 training
	48 Deliverables
	49 See various deliverables for Task 8.0 above

B. The negotiated cost of Phase 1 activities between the Owner and EMS Contractor is $800,000.

3.03 EMS FUTURE PHASES – SCOPE OF WORK – WORK BREAKDOWN STRUCTURE

A. Future phases of the EMS project will be negotiated between the EMS Contractor and the Owner and work will be completed via task orders.

END OF SECTION

EXHIBIT B

The job categories, descriptions and rates for SAIC's subcontractor will follow in a later document.

SAIC Energy, Environment & Infrastructure, LLC

Category	2012	2013	2014	2015	2016	2017	2018
Chief Arch, Engr, Hydrogeo, Env Sci	240.37	247.83	255.01	262.41	270.04	278.94	288.16
Senior Architects & Engineers	151.78	156.48	161.00	165.67	170.49	176.11	181.93
Architects, Planners	112.89	116.41	119.79	123.27	126.83	131.01	135.34
Landscape Architects	113.46	116.99	120.38	123.85	127.45	131.68	136.00
Civil Engineers	121.96	125.76	129.42	133.18	137.03	141.56	146.22
Electrical Engineers	117.33	120.95	124.44	128.04	131.76	136.11	140.61
Mechanical Engineers	126.00	129.91	133.68	137.57	141.56	146.22	151.04
Structural Engineers	121.33	125.10	128.73	132.47	136.31	140.82	145.45
Senior CADD/Draftsman	95.00	97.96	100.78	103.70	106.70	110.21	113.83
CADD/Draftsman	72.99	75.24	77.42	79.66	81.98	84.70	87.52
Senior Technicians	116.71	120.34	123.84	127.41	131.13	135.47	139.93
Technicians	80.16	82.62	85.05	87.52	90.07	93.04	96.10
Lead Communications	141.17	145.55	149.77	154.09	158.58	163.81	169.21
Senior Communications	131.47	135.54	139.49	143.53	147.70	152.57	157.61
Communications	113.60	117.13	120.52	123.99	127.59	131.82	136.17
Junior Communications	76.09	78.44	80.73	83.06	85.47	88.30	91.21
Senior Project Manager - Sys/Soft Devel/Spec/Analyst	185.04	190.78	196.31	201.99	207.86	214.71	221.79
Project Manager - Sys/Soft Devel/Spec/Analyst	149.88	154.51	158.98	163.60	168.37	173.91	179.66
Senior Systems/Software Developer/Spec	128.62	132.62	136.46	140.42	144.50	149.26	154.19
Systems/Software Developer	110.43	113.86	117.18	120.57	124.08	128.18	132.41

All materials and other expenses will be reimbursed at cost plus 15%.

Subcontractor rates DO NOT include SAIC markup.

All subcontractor costs will be reimbursed at cost plus 15%.

Ross & Baruzzini

Category	2012	2013	2014	2015	2016	2017	2018
Project Manger	$195.00	$200.85	$206.88	$213.08	$219.47	$226.06	$232.84
Subject Matter Expert - Security Consulting	$225.00	$231.75	$238.70	$245.86	$253.24	$260.84	$268.66
Senior Project Coordinator	$75.00	$77.25	$79.57	$81.95	$84.41	$86.95	$89.55

NICE Systems

Category	2012	2013	2014	2015	2016	2017	2018
Professional Services	$ 250.00	$ 256.25	$262.66	$269.22	$275.95	$282.85	$289.92

Servitech, Inc.

Category	2012	2013	2014	2015	2016	2017	2018
Program Manager	$95.00	$96.43	$97.87	$99.34	$100.83	$102.34	$103.88
Project Manager	$90.00	$91.35	$92.72	$94.11	$95.52	$96.96	$98.41
General Manager	$85.00	$86.28	$87.57	$88.88	$90.22	$91.57	$92.94
Cisco Information Systems Security Professional (CISSP – security level engineer)	$125.00	$126.88	$128.78	$130.71	$132.67	$134.66	$136.68
Jr. Network Administrator	$55.00	$55.83	$56.66	$57.51	$58.37	$59.25	$60.14
CCTV Video Management System Technician	$75.00	$76.13	$77.27	$78.43	$79.60	$80.80	$82.01
CAISS Technician	$75.00	$76.13	$77.27	$78.43	$79.60	$80.80	$82.01
Communications System Technician	$75.00	$76.13	$77.27	$78.43	$79.60	$80.80	$82.01
Contract Administrator	$60.00	$60.90	$61.81	$62.74	$63.68	$64.64	$65.61
Accounting	$56.00	$56.84	$57.69	$58.56	$59.44	$60.33	$61.23

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT FOR COMPLETION. THIS IS THE ONLY CERTIFICATE FORM THAT WILL BE ACCEPTED BY THE CITY AND COUNTY OF DENVER.

CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION

☒Original COI   ☐ Advice of Renewal   ☐ Change

Party to Whom this Certificate is Issued:	Name and Address of Insured:

CITY AND COUNTY OF DENVER
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201102664 – Event Management System

I.   MANDATORY COVERAGE

WC-1 Colorado Workers' Compensation and Employer Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)		Policy No. & Company	Policy Period
COLORADO Workers' Compensation and Employer's Liability	WC Limits: Limits:	$100, $500, $100		

Any Policy issued under this section must contain, include or provide for the following:
1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

CGL-1 Commercial General Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)		Policy No. & Company	Policy Period
Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)	Each Occurrence: General Aggregate Limit: Products-Completed Operations Aggregate Limit: Personal & Advertising Injury: Fire Damage Legal - Any one fire	$1,000 $2,000 $2,000 $1,000 1,000		

Any Policy issued under this section must contain, include or provide for the following:
1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required

BAL-1.   Business Automobile Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)		Policy No. & Company	Policy Period
Business Automobile Liability (coverage at least as broad as ISO form CA 0001)	Combined Single Limit	$1,000		

Any Policy issued under this section must contain, include or provide for the following:
1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

UL-1   Umbrella Liability

Coverage	Minimum Limits of Liability (In Thousands)		Policy No. & Company	Policy Period
Umbrella Liability ☒ Non-restricted area access	Each occurrence and aggregate	$1,000		
☐ Unescorted airside access	Each occurrence and aggregate	$9,000		

Any Policy issued under this section must contain, include or provide for the following:
1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a $9 million Umbrella Limit is required.**

PRL-4. Professional Liability only as applicable Information Technology Contracts

Coverage	Minimum Limits of Liability (In Thousands)		Policy No. & Company	Policy Period
Professional Liability including Cyber Liability for Errors and Omissions (If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)	Per claim	$3,000		

Any Policy issued under this section must contain, include or provide for the following:
1. The insurance shall provide coverage for the following risks

   a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form

   b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure

   c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.

3   Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

III. ADDITIONAL CONDITIONS

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

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

IV. NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall mail to the address shown above, by mail, return receipt requested, thirty (30) days prior written notice ten (10) days for non-payment of premium, referencing the contract/project number set forth herein.

DIA Event Management System
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. I, _____, am an employee of _____
   ("Consultant" or "sub-consultant").

2. Contractor, under agreement (the "Contract") with **City and County of Denver**, will perform work related to Denver International Airport (referred to herein as the "City").

3. Pursuant to the Contractor's work for the **City and County of Denver** under the Agreement, the Contractor has and will request that the City provide it with various documents or other records (collectively, "documents").

4. I understand the following with respect to any documents, or information therein, that are provided by the City to me, or which come into my possession pursuant to the Contractor's work of the City:

   A. These documents may be considered Sensitive Security Information ("SSI") under applicable federal regulations;

   B. These documents may be protected from disclosure under the Colorado Open Records Act;

   C. These documents may be protected from disclosure under the federal Freedom of Information Act.

   D. These documents are considered by the City to contain information that is vital to the security and safe operation of Denver International Airport, whether or not these documents are otherwise classified by any other entity or law as containing such information.

   E. These documents are considered by the City to possibly contain information that is commercially or financially sensitive or which is a trade secret.

5. I agree to the following with respect to any documents, or information therein, that are provided by the City to me, or which come into my possession pursuant to the Contractor's work for **City and County of Denver**:

   A. I will safeguard these documents, and the information therein, to prevent inadvertent disclosure of them by keeping the documents under the control of authorized persons, when in use, and storing the documents in a secure container, such as a locked desk, file cabinet, or locked room, when not in use;

B. Subject to the additional limitations in this Agreement, I will not release these documents, or the information therein, to any party, company, person, organization or entity for any reason that does not expressly serve the Contractor's obligations to **City and County of Denver** under the Agreement, as determined by the Contractor's employee with appropriate supervisory and decision-making authority;

C. I will not release these documents or the information therein, pursuant to a request under the Colorado Open Records Act or the Freedom of Information Act without affording the City the opportunity under those laws to protect these documents for disclosure.

D. I will notify the City if a request is made for these documents, or the information therein;

E. I shall return, or destroy, these documents following the completion of the agreed upon contract, or following the bidding process, if not selected as the Contractor; and

F. Specifically with regards to SSI,

   1) I acknowledge that the SSI is provided to me and the Contractor as a "person" with a "need to know" under 49 CFR § 1520.11 (a)(4);

   2) I acknowledge that I am, the Contractor is , a Covered Person under 49 CFR §1520.7 and I acknowledge that I have responsibilities as to the handling of SSI under 49 CFR § 1520.9;

   3) I shall comply with the broadest possible interpretation of the federal regulations in handling SSI (49 CFR § 1520, as amended);

   4) I shall provide the Airport with an SSI Return or Destruction Compliance Form, listing all SSI material that I have destroyed.

6. I understand that the City may seek appropriate legal remedies for any violation of my agreements here.

[Signature Page Follows]

By my signature below, I hereby affirm and agree to the matters set forth above.

_____
Print Name

_____
Print Name

_____
Signature   Date

_____
Signature   Date

_____
Title

_____
City and County of Denver
Denver International Airport

_____
Company