

1 BY AUTHORITY

2 ORDINANCE NO. _____
3 SERIES OF 2011

COUNCIL BILL NO. _____
COMMITTEE OF REFERENCE:
BUSINESS, WORKFORCE, &
SUSTAINABILITY

6 A BILL

7 For an ordinance approving a proposed Second Amendment to Agreement between
8 the City and County of Denver and Hospital Shared Services, Inc. d.b.a. HSS related
9 to the Registered Traveler Program at Denver International Airport.

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

12 **Section 1.** The proposed Second Amendment to Agreement between the City and County of
13 Denver and Hospital Shared Services, Inc. d.b.a. HSS in the words and figures contained and set forth
14 in that form of Second Amendment to Agreement filed in the office of the Clerk and Recorder, Ex-
15 Officio Clerk of the City and County of Denver, on the 2nd day of June, 2011, City Clerk's Filing No.
16 08-033-B is hereby approved.

17
18 COMMITTEE APPROVAL DATE: May 27, 2011.

19 MAYOR-COUNCIL DATE: May 31, 2011.

20 PASSED BY THE COUNCIL _____ 2011
21 _____ - PRESIDENT

22 APPROVED: _____ - MAYOR _____ 2011

23 ATTEST: _____ - CLERK AND RECORDER,
24 EX-OFFICIO CLERK OF THE
25 CITY AND COUNTY OF DENVER
26

27 NOTICE PUBLISHED IN THE DAILY JOURNAL _____ 2011; _____ 2011
28

29 PREPARED BY: Kevin Cain; *K. Cain* DATE: June 2, 2011

30 Pursuant to Section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of the
31 City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
32 ordinance. The proposed ordinance is submitted to the City Council for approval pursuant to § 3.2.6
33 of the Charter.
34

35 David W. Broadwell, City Attorney

36 BY: _____, _____ City Attorney

37 DATE: June 2, 2011

08-033-13

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this _____ day of _____, 2011 by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado ("City"), Party of the First Part, and HOSPITAL SHARED SERVICES, INC. d.b.a. HSS a Colorado corporation ("HSS" or "Service Provider"), Party of the Second Part;

WITNESSETH:

WHEREAS, the City and HSS. entered into an Agreement dated January 29, 2008, with a First Amendment to Agreement dated August 31, 2010 ("Existing Agreement"), to provide Total Queue Management services at Denver International Airport (the "Airport"); and

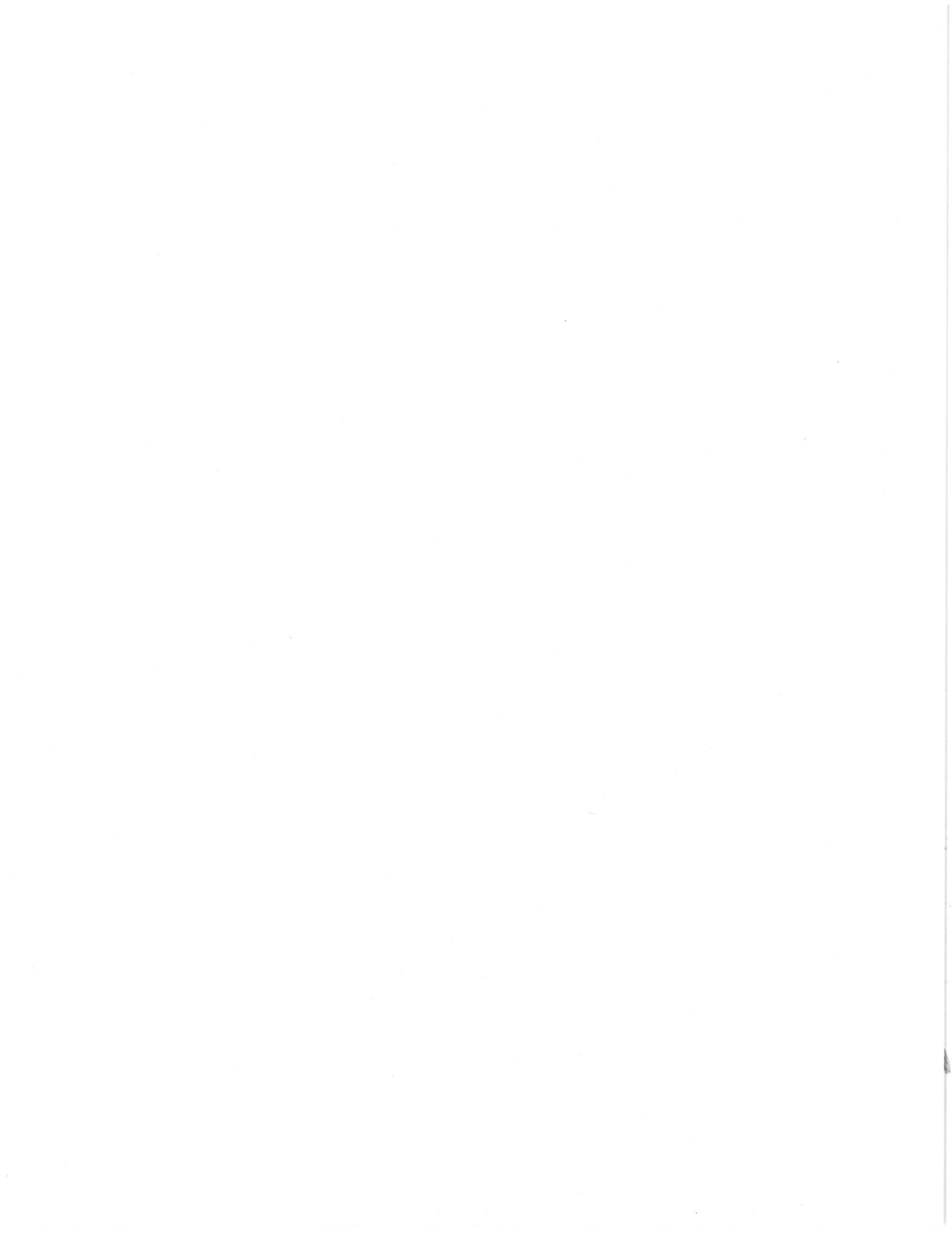
WHEREAS, the Existing Agreement is both an expenditure and revenue contract; and

WHEREAS, an increase to the maximum contract amount for the expenditure aspect of the agreement was budgeted and approved by the Manager of Aviation for the First Amendment, but that revision was unintentionally omitted from the First Amendment that was approved by the City Council, and

WHEREAS, the parties now desire to further amend the Existing Agreement to correct the prior omission of the increase to the maximum contract expenditure amount identified under Section 6 - Maximum Liability, and to revise portions of Exhibit A - Scope of Work;

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

1. The maximum contract amount identified in the Existing Agreement, Section 6 - Maximum Liability, is hereby revised from Three Million Seven Hundred Thousand Dollars (\$3,700,000.00) to the corrected amount of Five Million Nine Hundred Thousand Dollars (\$5,900,000.00).
2. Exhibit A – Scope of Work in the Existing Agreement is hereby replaced in its entirety with the attached Exhibit A-1 Revised Scope of Work.
3. Except as modified or amended by this Second Amendment to Agreement, all of the terms, provisions and conditions of the Existing Agreement are and shall remain valid, enforceable and in full force and effect as though fully set forth herein.
4. This Second Amendment to Agreement shall not be or become effective or binding on the City until it is fully executed by all signatories of the City and County of Denver.



IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be executed as of the day and year first above written.

CITY AND COUNTY OF DENVER

ATTEST:

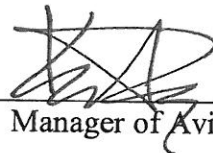
STEPHANIE Y. O'MALLEY
Clerk and Recorder, Ex-officio Clerk of the
City and County of Denver

By _____
Mayor

APPROVED AS TO FORM:

DAVID R. FINE, Attorney for the
City and County of Denver

RECOMMENDED AND APPROVED:

By  _____
Manager of Aviation

By _____
Assistant City Attorney


REGISTERED AND COUNTERSIGNED:

By _____
Manager of Finance
Contract Control Number AR 85001 (2)

By _____
Auditor

"CITY"
Party of the First Part

HOSPITAL SHARED SERVICES, INC.

By:  _____

Title: CEO

28 Feb 2011

"CONSULTANT"
Party of the Second Part

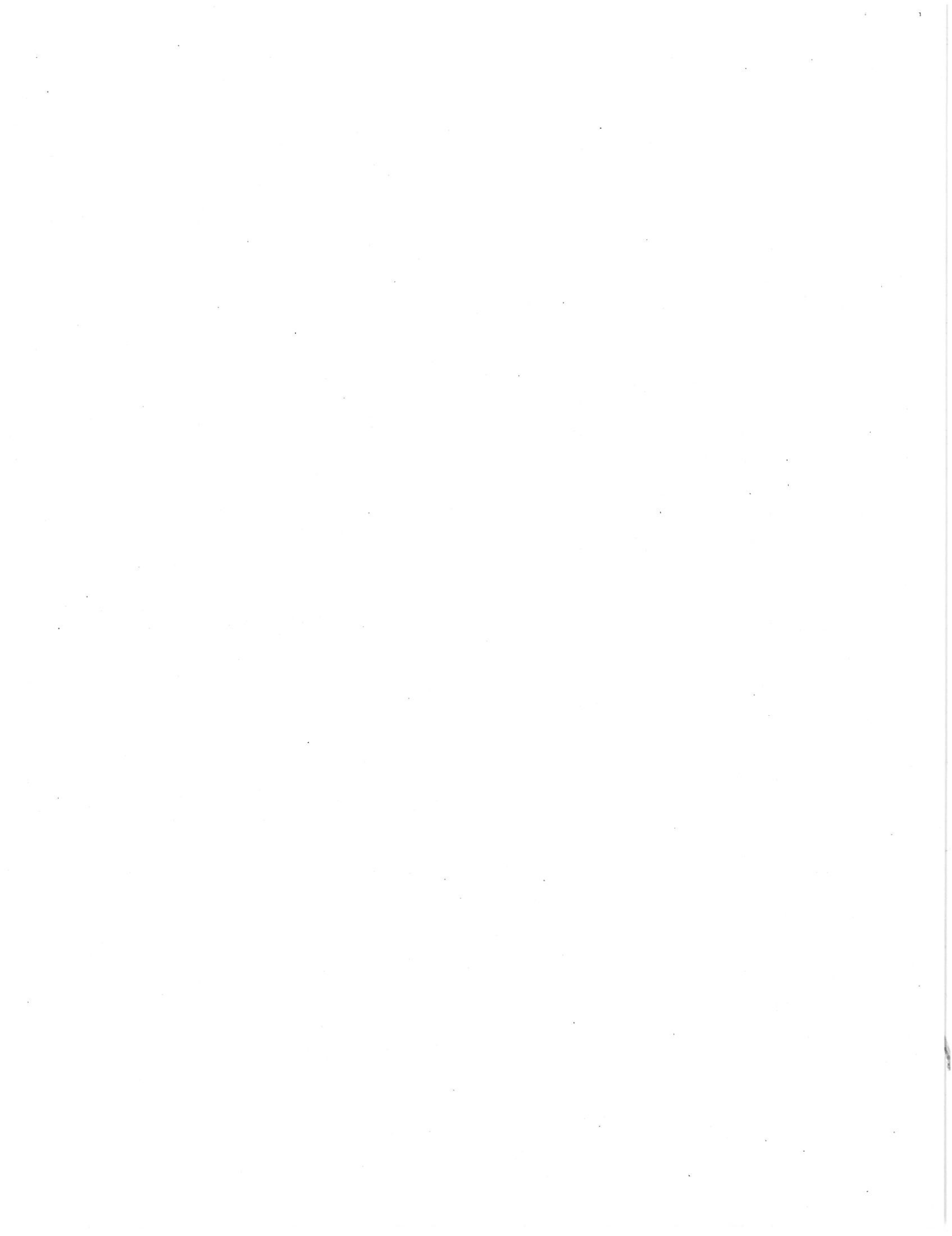


Exhibit A-1, Revised Scope of Work Denver International Airport Total Queue Management Program

The Service Provider (SP) shall be responsible for Total Queue Management (TQM) services at Denver International Airport (DIA) as described herein. The services provided by the SP under this Agreement include but are not limited to, those services described in the SP's Proposal. The SP shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities to be provided by the City under the provisions of this Agreement.

REVISIONS TO THE SCOPE OF WORK

The SP agrees that the City may at any time require deletions, additions or modifications to the work, hereinafter referred to as "Work Revisions" without invalidating the Agreement and without notice to the sureties. Work Revisions will be issued, in writing, and signed by the Manager of Aviation or his/her authorized representative. If prior to formal issuance of a Work Revision the SP and the City can agree to a price adjustment for the change, that agreement will be expressed on the Work Revision either as a decrease or increase to the monthly payment for services except that additions or modification of personnel shall be remunerated only on the "Net Price Per Person Per Hour" basis as bid herein.

Even if agreement between the City and SP on price adjustment cannot be reached at the time the Work Revision is issued, the SP shall redirect the services as necessary to implement the revisions. In such event, the SP shall be paid for the actual quantity or quantities of such services whether increased or decreased, in direct proportion to the revision of services. However, additions or modifications of personnel shall be remunerated only on the "Net Price Per Person Per Hour" basis as bid herein.

The Total Queue Management Program at Denver International Airport has two central functions:

1. Manage the queues feeding the security checkpoints operated by the TSA
2. Operate a Registered Traveler (RT) program that complies with federal standards issued by the TSA

The Service Provider ("SP") for the TQM program will be required to manage all aspects of each of these functions.

1. Minimize security wait times and maximize throughput at security checkpoints
2. Maintain the highest level of security
3. Explore new technologies and other innovations in security
4. Utilize capacity equally at all open checkpoints
5. Provide benefits to all passengers, including those not enrolled in RT
6. Record and update security screening wait times, lanes open, and Travel Document Checkers operating at all checkpoints

DIA believes that meeting these goals will provide the highest level of customer service to the traveling public.

In the event that Denver International Airport adds additional screening checkpoints the SP will be responsible for staffing all of the above aspects of the additional checkpoint(s). In the event of additional checkpoints or other contractually requested positions, pricing identified in Section 5 will be used for reimbursement.

SECTION 1

TOTAL QUEUE MANAGEMENT

1. BACKGROUND

The goal of the queue management portion of the Total Queue Management Program at Denver International Airport includes customer service enhancements at the front of the security screening checkpoints. By providing a quality queue management program in front of the checkpoints, Denver International Airport will enhance the efficiency of our customers processing through our security lines, including increased customer contact by the selected SP that is not currently being provided.

2. OPERATIONAL AND TECHNICAL SPECIFICATIONS

The SP shall perform all obligations set forth in this Scope of Work in a timely manner and shall be responsible for ensuring that the Queue Management Program meets all of the requirements set forth below. All methodologies proposed by the SP must be fully explained and developed and include the aspects listed below. In addition, the SP will develop procedures for each assignment. These procedures must be pre-approved by DIA management. SP shall also provide a written staffing schedule to DIA management for approval. This staffing level shall only be increased or decreased with written approval of DIA management. All changes to this staffing plan shall also be submitted in writing to DIA management for approval or denial.

- 2.1 Airport Security Plan (ASP) Compliance:** The SP must maintain full compliance with TSA mandated RT procedures as defined in Appendix A, ASP Amendment
- 2.2 Queue Management:** The SP will be expected to manage the queues at each security checkpoint. This will include monitoring the length of the queues and changing the flow of the queues based on passenger volumes.
- 2.3 Diverting:** In order to maintain equal utilization of all checkpoints, passengers should be diverted to checkpoints where wait times are lower. This function can be fulfilled in a number of ways, including staffing, use of technology or a combination of the two.
- 2.4 Divesting:** Passengers in the queue should be given help in divesting themselves of articles that must go through the X-ray. DIA is looking for efficient processes that help passengers that do not travel regularly as well as those passengers that are familiar with processes for security screening.

- 2.5 Checkpoint Monitoring:** In order to help passengers plan, DIA is looking for efficient and accurate ways to measure security wait times in real-time. The SP shall continuously monitor the checkpoints to identify potential issues with the TQM program. Local SP management should have the authority to work with DIA staff to recommend and implement changes to increase performance under this contract.
- 2.6 Data Measurement:** Upon agreement with the City on the data to be tracked, the SP will need to provide regular reports, as defined in Section 3 on the operations of the TQM program. SP will report and input data into OPSnet or similar City-owned software using compatible technology in timely, real time manner. Data input will be accomplished using SP provided equipment.
- 2.7 Line Management:** The SP shall provide staff for line management duties outside the queuing areas. Specific procedures will be defined by DIA Management. Line management duties include, but are not limited to, divesting, re-vesting, diverting, opening and closing queuing areas and, as directed, at airline ticket counters. SP personnel at the queues shall also be responsible for enforcement of Federal Aviation Administration and Transportation Security Administration carry-on baggage limits.
- 2.8 Other Duties:** In times of abnormal or emergency operations, as declared by Airport Operations, the SP will work with Terminal Management to provide and/or re-assign personnel as priorities demand.
- 2.9 TSA Prohibited Items, including Liquids, Aerosols, and Gels Management:** DIA has tables at the security checkpoints where passengers can receive a plastic bag for liquids and gels that comply with TSA regulations. DIA will continue to provide the bags, but the operator of the TQM program must stock them at the checkpoint as well as distribute them to passengers and assist them with the process.
- 2.10 Stanchion Maintenance and Repair:** The SP will be responsible for repair of stanchions used within all airport passenger queuing areas. Stanchions owned by DIA are used at the security screening checkpoints, within the Federal Inspection Services area, and, other airport locations. Spare/replacement parts for the stanchions will be provided by the Airport. The SP must identify maintenance problems and resolve them in a timely manner. DIA will provide the SP with access to the stanchion storage and repair facility. SP will not be responsible for additions or replacement of Stanchions.
- 2.11 Customer Service:** The SP customer service program must demonstrate that employees will represent DIA well in the eyes of the traveling public and must be approved by DIA management. Customer feedback mechanisms must be in place, including response to letters or complaints that DIA receives and gives to the SP for response.
- 2.12 Marketing:** The successful SP and RT Provider must have a robust marketing program to enroll passengers in the RT program. DIA will reserve the right to market the program independently as well.

- 2.13 Technology:** DIA desires to have new technologies implemented in the program as soon as possible after "approved vendor" status is granted from the TSA as long as there is a benefit to some or all passengers passing through the checkpoints. Technological enhancements can be deployed within one aspect of the program first (such as RT) before they are rolled out to the other parts of the TQM program. Examples of technology are intelligent cameras, pressure sensors, dynamic signage, etc. Technology that has been rejected by the TSA will not be installed. All technology must be pre-approved by DIA management prior to installation.
- 2.14 Checkpoint Layout:** With the approval of DIA management, the successful SP will design the layout of the queue space. The layout should be designed to minimize customer inconvenience and maximize throughput. Any cost for engineering and modeling for design of the lay out of the queue must be pre-approved by DIA management
- 2.15 Lane Staffing:** The proposal may include a dedicated TSA lane for staffing, but the SP must show how it will be financed and how it fits within the TSA guidelines.
- 2.16 Uniforms:** Uniforms must be pre-approved by DIA management.

SECTION 2

REGISTERED TRAVELER PROGRAM

1. BACKGROUND

The goal of the Registered Traveler Program aspect of the Total Queue Management Program at Denver International Airport includes operation of a TSA approved Registered Traveler program to increase the efficiency of the security screening checkpoints at Denver International Airport along with the goals of the TQM Program listed in the first paragraph of the Scope of Work.

2. DEFINITIONS

Capitalized terms used in this Scope of Work and not defined below shall have the meanings set forth elsewhere in the Scope of Work. The following terms used in this Scope of Work shall have the meanings set forth below.

“Approved Security Threat Assessment” – TSA’s determination that an individual has been approved to participate in the RT Program.

“Biometrics” – technology consisting of using unique identity points on individual fingerprints and irises (eyes) to verify and ensure the identity of Registered Travelers.

“City” – The City and County of Denver, owner and operator of Denver International Airport. “City” includes “Airport” and “DIA Management.”

“Contract” – The Contract, consisting of the Contract Documents, between the City and the SP.

“Dedicated Lane” – a passenger security checkpoint lane for Registered Travelers only.

“Dedicated Line” – a passenger security checkpoint line for Registered Travelers, in addition to other travelers who are not participating in the program.

“FAA” – Federal Aviation Administration, an organizational subordinate to the U.S. Department of Transportation, and any successor.

“Lane” – a Lane may be either a queue after the Ticket Document Check but before the WTMD and X-ray, or a dedicated queue including the WTMD and X-ray.

“Lawful Permanent Resident” – an individual who has been lawfully admitted to the United States for permanent residence, as defined in Title 8, CFR, Part 1101.

"Line" –A Line is a queue for security screening before the RT check and/or the Ticket Document Check.

"National of the United States," as defined in Title 8, CFR, Part 1101 – a citizen of the United States or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

"Not Approved Security Threat Assessment" – TSA's determination that an individual is not authorized to participate in the RT Program.

"RT Program" – a Registered Traveler program designed to expedite security processing for RT Program participants, including all of the elements, components and requirements described in the Proposal Documents.

"Registered Traveler" (RT) – A traveler voluntarily enrolled and participating in the RT Program conducted at the identified Registered Traveler locations.

"Registered Traveler Database" – the master Registered Traveler database to be designed and developed by the TSA as described herein.

"Registered Traveler Identification Card" – an identification card issued to a Registered Traveler and activated after a Federally approved background check has been passed.

"Registered Traveler Interoperability Consortium" (RTIC) – Individual airport Members who have volunteered to define and operate under common technical and business rules to ensure security, privacy, interoperability and adequate customer service regardless of the RT SP.

"SP" – the SP/Service Provider selected by the City's TQM/RT Program RFP Review team to implement and operate the TQM/RT Program.

"TSA" – the, Federal Transportation Security Administration, an organizational subordinate to the federal Department of Homeland Security, and any successor.

"Transportation Security Clearinghouse" (TSC) –an organization that Administers the central identity management system for RT, performs biometric duplicate checks, acts as the vetting interface to TSA, maintains and distributes the Credential Revocation List and generates the biometric payload for RT cards.

3. RT OPERATIONAL AND TECHNICAL SPECIFICATIONS

The SP shall perform all obligations set forth in this Scope of Work in a timely manner and shall be responsible for ensuring that the RT Program meets all of the requirements set forth below, and all applicable laws, regulations and policies of the TSA and any other federal, state or local governmental entity having jurisdiction over security and other matters at any airport where the RT Program adheres to Interoperability standards as mandated by the TSA. To the

extent there is any conflict between the specifications below and applicable laws, regulations, policies of the TSA, the laws, regulations and policies of the TSA shall control. To the extent there is a conflict in this document between more restrictive and less restrictive standards, the more restrictive standard shall apply.

3.1 General

- 3.1.1 The TSA Registered Traveler requirements and business rules can be referenced in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.
- 3.1.2 The SP shall actively seek and accept applications to participate in the RT Program only from Nationals of the United States, Lawful Permanent Residents, or others approved in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions. The SP shall use commercially reasonable efforts to maximize the submission of applications for enrollment in the RT Program in all markets where the RT Identification Card is accepted for expedited security processing. The City does not, by this Agreement with the SP, seek to obstruct the SP from seeking applications in any market, whether or not the airport in such market accepts the RT Identification Card for expedited security processing.
- 3.1.3 The SP shall hold the City harmless for lapses or releases of private information. The SP will follow all guidelines set forth in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions. The SP shall comply with all federal requirements for timely notification of privacy information failures to the TSA Federal Security Director.
- 3.1.4 A written staffing schedule shall be submitted in writing to DIA management for approval or denial.
- 3.1.5 The SP shall designate in writing to the City and TSA two (2) or more contact persons employed by the SP who are authorized to answer questions and make binding decisions for the SP with regard to the Contract, at least one of whom shall always be available for consultation during normal business hours. Emergency twenty-four (24) hour service is to be provided by the SP at no additional cost, except as provided herein for supplemental personnel. The name and phone number of the individual(s) to contact for emergency service are to be provided by the SP and updated as required by the City.
- 3.1.6 During the term of this contract, SP shall not take any actions at any other airport in the United States designed or with the intent of establishing, designing or operating an RT Program (expedited security processing program) that is not interoperable and reciprocal with the RTIC.

- 3.1.7 The SP shall be responsible for paying all fees and costs charged by the TSA, including those charged in connection with performing Security Threat Assessments with regard to RT Program applicants and participants (see TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.) SP agrees to pay such amounts to the City upon demand, if the City pays or is required to pay TSA charges directly. The SP and the City agree that, to the extent such responsibility may be construed to arise from the Agreement between the City and the SP, the City has no financial responsibility to the TSA with regard to the RT Program. SP agrees to indemnify and hold the City harmless from and against any such liability.

3.2 Enrollment Operations

- 3.2.1 Enrollment Processing. The SP shall provide enrollment support to all RT Program applicants and participants at the airport processing site(s) designated by the City to assist in the completion of enrollment forms, and maintain an archived electronic copy of each completed enrollment form for future review. The SP agrees that it shall be responsible for all communications with RT Program applicants and Registered Travelers and that the City shall not be responsible for such communications, and that the SP shall not be relieved of responsibility for such communication by reliance on any representations by the TSA that it would undertake the communication.
- 3.2.2 Enrollment Center. During the term of the Contract, the SP shall provide an enrollment center located at Denver International Airport and shall staff the enrollment center with a sufficient number of trained personnel. Enrollment Station(s) will be staffed and operated to ensure that they are open for business during all hours necessary to optimize enrollment and the efficiency of the program. Service Provider shall consult on an ongoing basis with the Airport to develop an operational schedule. The hours of service will be subject to change based on operational needs as defined by DIA management. Enrollment centers at DIA are located at the discretion and the approval of DIA management. Service Provider may be asked to close and remove or relocate any station(s) upon two (2) weeks notice but in no event shall there be the lesser of two enrollment stations at the Airport unless the Service Provider agrees that one enrollment station is sufficient to operate the program and its associated enrollment activities effectively..
- 3.2.3 Lease Space. A lease of space to the Consultant to conduct its operations under this Agreement shall be separately negotiated.
- 3.2.4 Verification of Government Identification Documents. Upon an individual's application for enrollment in the RT Program, the SP shall verify an applicant's identity by examining two forms of government-issued identification, one of which must contain a photo. A list of government documents acceptable for this purpose is found in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0,

May 2007, or any subsequent versions the TSA releases. The SP shall verify the authenticity of each applicant's identification documents against fraud and alteration using available technology. The SP must follow all TSA mandates for identity verification.

- 3.2.5 Enrollment Fees; Renewal Fees. In the absence of the Service Provider demonstrating specific costs that are uniquely and materially higher at the Airport than at other airports where it operates, the Airport shall then have the right to approve any changes in that two-year schedule or any changes in subsequent years if such changes raise the price to an amount that is more than five percent (5%) higher than (a) the average of all Registered Traveler annual membership fees charged at airports across the country (with the average calculated by weighting each individual service provider's price according to the number of enrollees enrolled by that service provider), and (b) the standard price that the chosen Service Provider charges at the airports in the United States where it is the host Service Provider. The SP shall be responsible for collecting all enrollment fees from RT Program participants and, upon request, shall provide the City with a detailed accounting regarding the collection of such enrollment fees. Enrollees to be credited to Denver International Airport for revenue purposes under this Agreement shall include all members enrolled in the DIA catchment area. The catchment area shall include all of the State of Colorado, the State of Wyoming, western Kansas and northern New Mexico. The airport agrees to remove a municipality and contiguous counties from this catchment area upon that municipality or airport authority contracting with the SP or its subconsultants to provide a Registered Traveler program.
- 3.2.6 Biometric Capture. The SP shall provide all necessary equipment, including but not limited to software and hardware, in order to capture the required biometric information as required by the TSA from each applicant. In addition, the SP shall take a digital photograph of each applicant at the time an application for enrollment in the RT Program is submitted. The SP shall ensure that the collection, storage, and transmission of biographic and biometric information is secure, i.e., in compliance with all TSA standards. SP will comply with any standardized format required by TSA to be used for the daily enrollment files being prepared at Denver International Airport. The City reserves the right to require the SP to collect other biometric information at a later date in accordance with any new biometric policies and guidelines in accordance with TSA regulations.

- 3.2.7 Credentialing. The SP is required to initiate dialog with the Service SP Council to implement procedures for the inclusion of digital photo standards on all RT cards system-wide. This procedure will be submitted to the TSA and when approved by the TSA, will allow RT participants to use the RT identification card as the Ticket Document Check (TDC) credential at the point of RT verification. The City must amend the ASP before the SP will be able to implement the new procedures. The SP will not issue any RT identification cards in Denver that do not meet the new TSA approved standard.
- 3.2.8 Enrollment Data. The SP will submit enrollment data to TSA according to the current protocols established by TSA referring to secure delivery methods. SP will comply with any standardized format required by TSA to be used for enrollment files being prepared at Denver International Airport. Further, the SP shall prepare and forward to the City a monthly report containing such information as may be requested by the City, including the number of applications received by the SP, and approved by the TSA. When this information is requested by the City, SP shall provide the most current information available as soon as reasonably possible.
- 3.2.9 Secure Transmissions. SP must securely transmit valid application enrollment data to the TSC. The TSC will receive enrollment data from the SP and will validate and perform duplicate checking of received enrollment data and forward data to the TSA for Security Threat Assessments.

3.3 RT Data Collection

- 3.3.1 The SP shall collect Biographic information from each RT Program applicant who will be used in conducting a Security Threat Assessment (see TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.) The SP shall develop a user console with a standardized format to be used to collect and store each Registered Traveler's volunteered information.
- 3.3.2 The user console must be user friendly and utilize industry standard data entry form features. The user console may include items such as, but not limited to, "list of values," "radio buttons," "field validation," and mandatory fields. The format must adhere to the Americans with Disabilities Act (ADA) Section 508 requirements.
- 3.3.3 The SP shall design the user console application so that the SP can use it remotely. The transportable user console shall have the capability to collect a full day's worth of applicant enrollment information, including biometrics collection, while being disconnected from the RT Program network and central database.
- 3.3.4 The SP user console and enrollment application shall be approved by the City and meet all RTIC and TSA Registered Traveler Interoperability standards.

3.4 Ten Print Collection and Submission for RT Program

- 3.4.1 The SP shall collect Ten Print Fingerprint submissions from each RT Program applicant as referenced in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.

3.5 Customer Service

- 3.5.1 **Customer Service Inquiries.** The SP is solely responsible for all customer service inquiries concerning the RT Program. The SP will promptly respond to all customer service inquiries from individuals interested in, or who are participating in, the RT Program. These inquiries may include, but are not limited to, inquiries regarding: enrollment, participant status, Registered Traveler Identification Card issues, and general program issues, inquiries, comments and SP responses.
- 3.5.2 **Credential Revocation List.** The SP shall immediately deactivate the Registered Traveler's membership of anyone appearing on the Credential Revocation List as outlined in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.
- 3.5.3 **Customer Service Hotline.** The SP shall set up an RT Program Customer Service Hotline. The Hotline must include a sufficient number of trained staff to operate a toll-free customer service hotline, hours to be agreed upon in the contract for the RT Program. The hotline should have touch tone automated response capability with alternative live customer support personnel. The SP will provide RT Program status information after verifying the caller's identity. The SP will provide the following status information: 1) the traveler is enrolled and his/her RT Traveler Identification Card is activated, 2) the traveler's status is "pending," or 3) the traveler was denied acceptance in the RT Program. The RT Program Customer Service Hotline must also be ADA compliant and have the ability to provide for hearing impaired members.
- 3.5.4 **Participant Assistance.** The SP will provide personnel on a full time basis to assist Registered Traveler processing and throughput at specified checkpoints containing RT Program biometric kiosks, working in cooperation with TSA, Terminal Operations at Denver International Airport and/or authorized third- party personnel.

3.6 RT Security Screening Checkpoint Operations

- 3.6.1 Dedicated Lines/Lanes. Denver International Airport will attempt to make Dedicated Lines and/or Lanes available to Registered Travelers. The City will notify the SP if and when a Dedicated Line or a Dedicated Lane will be used. All procedures will be developed prior to deployment of a Dedicated Line or Lane.
- 3.6.2 Interoperability. Each airport's SP will permit Registered Travelers to use the Dedicated Lines or Dedicated Lanes for Registered Travelers, without paying additional enrollment, service charge, or other fees to SP. It is expected that each Registered Traveler will pay annual enrollment fees to the SP with which they enroll.
- 3.6.3 Equipment. The SP must acquire and install all necessary biometric sensors, equipment, software, licenses, and any other necessary services. Prior to the commencement of the RT Program, the SP shall design and install cabinetry for its equipment located at security screening checkpoints. The SP must obtain the City's prior written consent for the cabinetry design. No personal belongings of the SP employees shall be in public view at any time.
- 3.6.4 Screening Benefits. The SP must provide commercially available TSA "approved vendor" equipment and technologies and/or approved TSA processes to offer Registered Traveler benefits at the Security Screening Checkpoints as long as they increase the checkpoint throughput. These technologies may include:
 - a. A technology or process that will benefit a Registered Traveler by allowing his/her shoes to remain on during the screening process.
 - b. A technology or process that will benefit a Registered Traveler by allowing his/her coat to remain on during the screening process.
 - c. A technology or process that will benefit a Registered Traveler by allowing his/her laptop computer to remain in his/her carry-on luggage during the screening process.
 - d. Any technologies that the TSA certifies or approves for a pilot that increases passenger screening efficiency/process in the Registered Traveler line or lane.
- 3.6.5 Staffing of Checkpoints. The SP shall provide a sufficient number of trained staff to operate any security screening checkpoint that is open for the RT Program during hours of operation to be approved by the DIA Management, exercising reasonable judgment after consultation with the Service Provider and TSA on a schedule that reflects the flight schedule of the airport, airport traffic levels, and TSA's ability to staff the lane. Upon exercising reasonable judgment and after consultation with the SP

and TSA, the City reserves the right to modify/increase the RT Checkpoint locations as well as hours of operation following notice to SP.

- 3.6.6 Biometric technology will be used for traveler identity verification at the RT screening stations. Once a participant presents his/her RT Identification Card, fingerprint and/or iris biometric features will be used to verify passenger identity. Proposed biometric systems shall be currently operational, highly accurate, cost effective, and capable of confirming the identities of large populations within short time constraints. All technologies used must meet TSA and RTIC standards and protocols.
- 3.6.7 RT Travel Document Checking (TDC). Once the TSA approves RT TDC the SP will follow procedures defined by the TSA and the City to use the RT photo identification card as the TDC at the RT point of verification.
- 3.6.8 The SP must operate and maintain all biometric systems. All deployed systems shall be used by the SP to read the biometric sample, match the biometric information (template) to the biometric sample presented by the individual, and positively verify the claimed identity of the Registered Traveler at the checkpoint. The individual will then be matched to the most recently updated Security Threat Assessment file provided by TSA and receive an "accepted" or "not accepted" response. This biometric verification must be accomplished within current industry standards and not have a negative impact on security screening checkpoint throughput.
- 3.6.9 The SP shall not permit any person to pass through a Dedicated Line or Dedicated Lane for expedited screening as a RT Program participant unless and until TSA determines that the person does not pose or is not suspected of posing a security threat.
- 3.6.10 Individuals who applied to participate in the RT Program and have not yet been approved must be screened in the same manner as other non-participants.

3.7 Information Security, Scalable Database and Communications Network Development

- 3.7.1 Access to Information by Employees. Information collected by the SP from RT Program applicants or participants may only be disclosed to SP employees who have a need to have access to the data to perform tasks related to the RT Program. The SP must audit disclosure to ensure proper security protocols are maintained for protection of its customers' privacy.

3.8 Operate and Maintain RT Database. There are two different Registered Traveler databases that will be used in the RT Program:

- 3.8.1 **Master Database.** Maintained by the TSA. This database will store all RT Participant Biographic and Biometric information from all Registered Travelers in all locations.

- 3.8.2 **TSC Database.** Owned and operated by the TSC. This database will store RT Participants' unique identifier as well as their Biometric data.
- 3.8.3 **Data and Information Security.** The SP will follow and conform to all provisions outlined in TSA Registered Traveler, Registered Traveler Security, Privacy and Compliance Standards for Sponsoring Entities and Service Providers, Version 3.0, May 2007, or any subsequent versions.
- 3.8.4 The SP is responsible for transmitting the daily RT Program application data from the database to the Transportation Security Clearinghouse for Security Threat Assessments. The SP will determine and comply with all TSA standards and requirements for sending biometric and biographic information or data to the TSA for review.
- 3.8.5 **Receive Security Threat Assessment Results.** The SP shall receive recurring Security Threat Assessment files. The SP will load Security Threat Assessment results into its systems to be used for approving Registered Travelers. Security Threat Assessment data shall be transferred securely using TSA provided standards.

3.9 RT Systems Integration

- 3.9.1 The SP will ensure all the elements of the overall system, including enrollment, operations, and technical system operations (biometric and IT), operate in a fully integrated, secure and seamless manner. Further, the SP shall be responsible to design and provide all equipment, software, and technology in order for all RT Program equipment and systems to operate as required by this Scope of Work.
- 3.9.2 **Integrated systems to transmit Registered Traveler data.** The SP shall develop a complete interface to transmit RT Program data between TSC databases, the RT Program enrollment stations, and the RT Program security line kiosks. The SP shall design these interfaces using a scalable architecture which will permit the system designed by the SP to be used by and to communicate with airports participating in the RT Program presently and in the future. The SP must coordinate with the TSC regarding communication and interface methods for retrieval of daily threat information from their various systems.
- 3.9.3 All data that is exchanged between the various systems must be transmitted in compliance with security requirements outlined in the technical specifications of this document. The SP is responsible for all levels of integration and security, including providing the secured network connections between the systems.
- 3.9.4 **Provide System Redundancy and Backup.** The SP must ensure provided technology is fail-safe and includes adequate redundancy and back-up capability, including, but not limited to, network infrastructure, databases,

servers, kiosks. The SP shall be responsible for maintaining the operability of its system, including all equipment and technology, provided hereunder and shall provide trained technicians in order to perform all necessary maintenance and/or repair services in order to maintain operability of the system at all times.

- 3.9.5 The SP and its agents are required to meet all Government requirements for the handling and storage of Security Sensitive Information (SSI) and the City SSI Policy.

3.10 RT Reporting and Record Retention

- 3.10.1 The SP will retain the biometric enrollment data in image form associated with RT Program applicants as needed to perform its responsibilities under this Scope of Work. The SP will also retain an electronic copy of each applicant enrollment form in an archived format solely for the purpose of facilitating Registered Traveler re-enrollment or replacement of a lost or stolen RT Traveler Identification Card in accordance with RTIC and TSA standards.
- 3.10.2 The SP will retain biographic and biometric data for daily use, RT Program operations and communications with enrollees or for purposes of re-enrollment.
- 3.10.3 The SP may not collect and retain additional biographic data not required for RT Program enrollment unless approved by the City and the applicant has given express written consent to provide the additional information voluntarily.
- 3.10.4 Metrics Reports to DIA management. The SP shall provide metrics and analysis relating to the RT Program to DIA management in accordance with Section 3. All data transmission must be in a secure format and must be submitted to DIA management, as requested by DIA management. If the Airport requests it, a weekly report will be provided during the first 60 days of the program. A cumulative and detailed metrics report covering the first thirty (30) days of the RT Program operations will be submitted to DIA management. This report will be due ten (10) calendar days after the conclusion of the 45 day reporting period. DIA management reserves the right to request additional detailed metrics reports from time to time to accommodate the City's information needs. The Service Provider will provide responses to these requests as soon as is reasonably possible. All information requested from the SP by the TSA or other entities must be approved in advance by DIA management and only released upon request.
- 3.10.5 Termination of Contract. At least 30 days prior to termination of the contract at the end of the term or at any such earlier or later time that termination becomes foreseeable in the judgment of either party for any reason, the SP shall make relevant staff and officials available to share all non-proprietary information necessary to assist in a smooth transition that

does not interrupt service or inconvenience the Airport of its travelers. As soon as termination is foreseeable by either or both parties, the parties agree to begin meeting and SP agrees to begin sharing such information to assure that a coordinated and uninterrupted transition of service occurs at the time of termination. In any event, the SP must provide full cooperation during and transition..

3.11 RT Marketing

- 3.11.1 The SP shall submit to the City for approval, prior to commencement of the RT Program, a proposed marketing plan and related marketing materials with respect to the RT Program that specifically relates to the program at Denver International Airport. The SP may state, without prior permission, that it operates the Registered Traveler Program at Denver International Airport and that participants with interoperable cards may use their cards at Denver International Airport.
- 3.11.2 The City may require the SP to revise the marketing materials if they do not contain the information requested or if they contain erroneous information about the RT Program at Denver International Airport.
- 3.11.3 Upon official notice from TSA, the SP shall follow the TSA-approved guidelines/directives regarding the use of the RT logo along with the RT Provider's logo on all official signage regarding the RT Program including the entrances to the RT lines/lanes and enrollment stations.
- 3.11.4 The SP shall implement its enrollment marketing plan for the RT Program as soon as possible, enrollment operations must begin within fifteen calendar days of contract execution.
- 3.11.5 The SP shall maintain, at all times during the term of the RT Program, sufficient staff to provide the marketing services required by this Scope of Work.
- 3.11.6 Additional benefits, referenced in TSA Registered Traveler, Registered Traveler Security, Privacy, and Compliance Standards for Sponsoring Entities and S, Version 3.0, May 2007 as "Ancillary (non-security) Benefits," that may be investigated, proposed, and advertised by the SP must be approved in advance by the City before any such plan is implemented.

3.12 RT Equipment/Costs and Fees

- 3.12.1 The SP shall assume all costs related to the work to be performed under, the Registered Traveler portion of this Agreement, including costs for services, equipment, personnel and facilities. This cost includes, but shall

not be limited to, removal of all RT Program equipment and related materials upon request by the City. All spaces leased at Denver International Airport will be through an agreement between the City and the SP at the current rental/lease rate.

- 3.12.2 Any fee required by the TSA/TSC in association with this contract shall be paid directly to the TSA/TSC on the TSA/TSC's terms by the SP. The SP shall indemnify and hold harmless the City from the SP's failure to pay such fees.
- 3.12.3 The SP's enrollment application shall be developed so that payment information can be logged and processed, including credit card verification. The SP enrollment application should have all of the functionality of industry standard point of sales systems. The system should have the ability to produce a real-time receipt for RT Program applicants.

3.13 Other Requirements

- 3.13.1 All services, software, hardware or other equipment to be provided by the SP hereunder shall be provided at no cost to the City at Denver International Airport for use by the SP at the Airport.
- 3.13.2 The SP and City shall disclose and offer to each other free of charge, for the term of this Agreement, any improvements or modifications of the Technology.
- 3.13.3 SP shall comply with all applicable TSA regulations, as such exist or may be changed from time to time. Except where a traveler uses a card purported to have been issued by another Service Provider, SP shall have the sole responsibility for any traveler who is not an RT participant who is allowed access to the RT lane.
- 3.13.4 At any time during the term of this Contract, SP shall, upon request of the City, allow the City or its agents to examine all of the equipment, processes and Technology used by SP in connection with this Contract.
- 3.13.5 SP shall carry out, as nearly as possible, the plans and concepts set forth in its Proposal (including in particular all marketing plans), subject to any deviations from such plans and concepts necessitated by changes in circumstances outside SP control. Failure to perform the Work in a manner consistent with the Proposal, except as may be otherwise approved by the City, shall be a breach hereof and may result in the termination of the Contract.
- 3.13.6 The City and SP will agree upon Performance Measurements and penalties associated with failure to meet agreed upon standards to be developed within the first ninety (90) days of the contract. The goal of the Performance Measurement Program is to ensure compliance with Contract parameters along with holding the SP responsible for all Total

Queue Management customer service performance levels, queue management, flow and throughput considerations including customer service levels. Should the City and the SP fail to agree upon Performance Measurements and penalties within the first ninety (90) days of the contract, the City will direct the Performance Measurements.

- 3.13.7 The SP must work with current and future technology pilot programs offered by the TSA and other vendors if requested by the City.
- 3.13.8 The SP must maintain certification as a TSA-approved RT Service Vendor.
- 3.13.9 The SP must maintain conformance with RTIC specifications.
- 3.13.10 The SP shall hold the City harmless for lapses or releases of private information. The SP shall comply with all federal requirements for timely notification of private information security failures to the TSA Federal Security Director.

3.14 Special Projects

The SP will be asked to supply supplemental personnel to assist with special projects occurring at DIA. These special projects may include, but are not limited to: planned events and temporary posts to meet TSA guidelines or mandates. Duration of special projects will vary depending upon their nature. Personnel provided under this section will receive specific training by Airport Operations or the designee, relative to the special project. Bill rates will be based on pricing schedule - Additional staffing.

SECTION 3

RT PROGRAM METRICS

The following measures and metrics shall be captured and collected by the SP and provided to the City. Metrics data and reports shall be collected for all Registered Travelers in the RT Program, including interoperable RT participation. Metrics to be collected are outlined in the following tables. When this information is requested by the City, SP shall provide the most current information available as soon as a reasonably possible. The City requires metrics to be provided in mean average times and all categories shall include the associated range indicating highs and lows.

1. ENROLLMENT OPERATIONS

ENROLLMENT OPERATIONS	
Evaluation Topic	Metric (Averages and the range)
Total Enrollment Time	Length of time required to enroll (Biometrics and Personal information collection)
Time to capture/store biometric	Time to fill out application (in minutes)
	Biometric capture time - Iris (in seconds)
	Biometric capture time - Fingerprint (in seconds)
	Total Enrollment Process - from entering the enrollment station until kiosk verification
Success Rate in capturing Biometrics	Applicants w/ enrollable fingerprints (# or % of applicants)
	Applicants w/ enrollable iris images (# or % of applicants)
Number of attempts per biometric to be captured	Machine time out duration before a print is captured (in seconds)
	Applicants requiring secondary fingerprint images (# or % of applicants)
	Special case applicants - handicap or disabled (# or % of applicants)
Applicant Demographics	Breakdown by age
	Breakdown by gender
	Number of enrollments in DIA revenue recognition region
Periods of Enrollment	Hours of Operation
	Peak periods of enrollment (# of applicants per hour)

2. CHECKPOINT OPERATIONS

CHECKPOINT OPERATIONS	
Evaluation Topic	Metric
Throughput	Passengers per hour
	Passengers per day
	Mean time through RT line vs. Premium line
Wait time to checkpoint	Mean time through RT line vs. normal screening line
Verification time	Verification time at kiosk - Fingerprint (in seconds)
	Verification time at kiosk - Iris (in seconds)
	Verification time at kiosk - Dual biometrics (in seconds)
Failures at biometric kiosk	# of Card read failures
	Primary biometric failure (Iris and fingerprint)
	Secondary biometric failure (Iris and fingerprint)
	Dual biometric failure (both can't be read for dual kiosk)
	Machine down time
Human intervention to aid traveler	Normal staffing of RT line/kiosk
	Peak staffing of RT line/kiosk (hours of peak time)
Flow time through lane	Normal traffic hours time from kiosk exit to screening area exit
	Peak traffic hours time from kiosk exit to screening area exit
	Number participants de-selected for Selectee screening (if allowed in the future)

3. CUSTOMER SERVICE

CUSTOMER SERVICE	
Evaluation Topic	Metric
Customer Satisfaction (Airport/Age/Gender/ Frequency)	Enrollment satisfaction
	Lane satisfaction
	Line satisfaction
	Kiosk use satisfaction
	Failure resolution satisfaction
	Card lost per number of enrollees
Card Issues	Card replacements per number of enrollees
	Multiple card replacements for same enrollee
	Cards reported stolen per number of enrollees
	Cards failure at kiosk per number of enrollees
Project Management/ Stakeholder satisfaction	Line satisfaction within overall security footprint
	Line satisfaction within overall security footprint
	Line satisfaction within overall security footprint

4. BIOMETRICS

BIOMETRICS	
Evaluation Topic	Metric
False Reject Rate	Should be less than 1%
Time to Authenticate a Passenger	Time to authenticate card RT Passenger
Equipment	Fingerprint equipment make and model and software version identification
	Iris equipment make and model/type and software version identification
	Mean time between failures (in hours)
	Mean time to restore operations (in minutes)
	User acceptance
	Footprint (area of kiosk) – in square feet
	Ease of use (survey)
	Proven biometric productions systems
Quality	Lane and Line designation type
	Quality Score per RT at Enrollment
	Quality Score per RT at Crossing/ Verification
	RT ID labeled on all RT enrollment and crossing activities

5. CUSTOMER SERVICE HOTLINE

CUSTOMER SERVICE HOTLINE	
Evaluation Topic	Metric
Time to answer calls	Time to answer calls
Number of calls	Number of calls
Call duration	Call duration
Abandoned call rates	Abandoned call rates
Resolution rate	Resolution rate
Types of calls	RT Program directed from other locations vs. direct calls
	Non-RT Program calls to be directed to other location
	Enrollment process
	Approval process

6. SYSTEM INTEGRATION

SYSTEM INTEGRATION	
Evaluation Topic	Metric
Upload errors at kiosks	Card error rate
	# of errors per day of program
Interoperability	Kiosk hardware at various airports
	Kiosk software at various airports
Airport Pairs	# of RTs flying through multiple RT airports, if applicable

7. RT IDENTIFICATION CARDS

RT IDENTIFICATION CARDS	
Evaluation Topic	Metric
Data	Type of data storage device
	Content of data stored/size of chip capacity
Data Accuracy	Corruption rates
Security	Threat threshold level capability
	Card corruption with regards to threat threshold
Authentication Time	Card authentication times
	Card iris vs. card fingerprint authentication times
Consumer Satisfaction	Common consumer questions – FAQ's

SECTION 4

METRICS FOR TQM PROGRAM

The following measures shall be captured and collected by the SP and provided to the City. Metrics data and reports shall be collected on the half hour and on the hour for each checkpoint while the checkpoint is operational. Metrics will have documentation of the individual who observed/collected the data. Metrics to be collected are outlined in the following table and will be provided to the City daily and at other times as requested. The City requires metrics to be provided in mean average times and all categories shall include the associated range indicating highs and lows.

TOTAL QUEUE MANAGEMENT CHECKPOINT OPERATIONS	
EVALUATION TOPIC	METRIC
Wait time	Length of wait time from end of queue line to the Walk Through Metal Detector (WTMD) (in minutes). Data must be available by checkpoint location, and documented as RT, regular or premium line, date, time of documentation and day of the week. (All checkpoints will be documented)
TSA screening lanes open	Data must be available by checkpoint, date, time of documentation and day of the week. (All checkpoints will be documented)
TDC personnel on duty	Data must be available by checkpoint, date, time of documentation and day of the week. (All checkpoints will be documented)
RT/TQM personnel on duty	Data must be available by checkpoint, date, time of documentation and day of the week. (All checkpoints will be documented)

SECTION 5

MINIMUM ANNUAL GUARANTEE (MAG)

1. CONTRACT DURATION

The contract length will be five years. Year One (1) will commence immediately upon final contract execution. Years Two (2) through Five (5) will each commence on the anniversary date of contract execution.

2. MINIMUM ANNUAL GUARANTEE

2.2 Year 1 MAG \$500,000

2.3 Year 2 MAG \$700,000

2.4 Year 3 MAG \$700,000

2.5 Year 4 MAG \$700,000

2.6 Year 5 MAG \$700,000

3. UNIT PRICING

The SP shall provide an hourly rate for queue management staff. Pricing shall apply to additional personnel or hours as requested by the Program Manager. The SP shall determine wages to include holiday, overtime, vacation and health and dental benefits. Therefore, increases in attendant costs to wage increases (FICA, etc.) must be anticipated for the full term of this contract and included in the pricing offered herein. Billable hourly personnel costs will increase by 3% per year and are scheduled below.

3.15 Queue Associates (billable price \$20.11 per person per hour first year; \$20.71 second year; \$21.33 third year; \$21.97 fourth year; \$22.63 fifth year)

3.16 Scheduler/Trainer (billable price \$21.10 per person per hour first year; \$21.73 second year; \$22.38 third year; \$23.05 fourth year; \$23.74 fifth year)

3.17 Travel Document Checking staff requested (billable price \$20.11 per person per hour first year; \$20.71 second year; \$21.33 third year; \$21.97 fourth year; \$22.63 fifth year)

- 3.18 Travel Document Checking/TQM Supervisor requested (billable price \$16.70 per person per hour first year; \$27.50 second year; \$28.33 third year; \$29.18 fourth year; \$30.05 fifth year).
- 3.19 Terminal Operations/Terminal Area Administrator requested (billable \$28.70 per person per hour first year; \$29.56 second year; \$30.45 third year; \$31.36 fourth year; \$32.50 fifth year).

4. BILLING FOR SPECIAL PROJECTS

Billing for special projects will be sent to the Program Manager for approval and forwarded to the responsible party (the City, DIA management, Construction Proposer, Event Staff, etc.) for payment. Billing rates for special projects will be agreed upon prior to the commencement of the special projects.

- 4.1 **Net Unit Cost for Supplemental TQM regular staff – twenty-four (24) hours notice:** Net Unit Price per hour \$33.00
- 4.2 **Net Unit Cost for Supplemental TQM regular staff – seventy-two (72) hours notice:** Net Unit Price per hour \$30.25
- 4.3 **Net Unit Cost for Supplemental TQM regular staff – five (5) working days notice:** Net Unit Price per hour \$28.60

Premium rates shall remain in effect throughout the duration of the Special Project or for a maximum of 30 days. After the 30 day period, the rate listed in the TQM Invoicing Rates table shall apply.

SECTION 6

OBLIGATIONS OF SERVICE PROVIDER (SP)

1. GENERAL PERSONNEL REQUIREMENTS

Personnel shall be in good physical condition and health, fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion. Such physical condition to be evidenced by a report of physical examination conducted by a practicing physician, if required. Minimum qualifications are as set forth in this Section.

SP personnel shall be strictly impartial with regard to services rendered and shall be polite under all circumstances. Under no circumstance shall any employee or representative of the SP be loud or boisterous or use profane or abusive language on or about Airport property.

The public perception of SP personnel must be one of attentiveness, vigilance, and ready response. To this end, the SP shall specifically direct all personnel employed under this Agreement that they shall not engage in any activity while in uniform, either on duty or off, that would give the public the perception of inappropriate behavior. This would include, but is not limited to: congregating in public view, shoe shines, reading newspapers, loitering, or eating. All personnel must eat lunch, and take breaks, in areas pre-designated by the City's Manager of Aviation or his/her designee.

2. LICENSES AND PERSONNEL INFORMATION

2.1 The SP shall be responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for personnel performing work under this contract.

2.2 The SP may be asked to furnish a copy of the below noted documents for each of its employees assigned to service this Agreement to the City's Manager of Aviation or his/her designee within ten (10) business days of commencing duty under this Agreement. Said file shall contain:

1. Employment Application
2. Training Records
3. Government issued Photo ID
4. Some positions may require possession of a valid Colorado Class "R" Drivers License at the time of employment
5. Colorado Bureau of Investigation background record check
6. Outside Employment Verification

2.3 Any changes in licensing, certification, etc. which occurs during the course of this Agreement for any employee shall be provided to Denver International Airport within three (3) business days of such change for inclusion in the Denver International Airport file.

2.4 Employee Driver Licenses and Records

2.4.1. SP employees driving either City or SP provided vehicles are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the SP to a non-driving job if available.

2.4.2. The SP will review every driver's record quarterly. Drivers with 5 points or more or a pending alcohol or drug related charge against their driving record will not be allowed to drive City or SP vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94.

2.4.3. All SP personnel assigned to the Airport who drive City or SP vehicles must obtain and maintain a Colorado Class "R" drivers license and Airport Identification Badge at all times during their employment at the Airport.

3. SECURITY REQUIREMENTS

3.1 Prior to assignment to Denver International Airport, all personnel must have undergone a fingerprint based Criminal History Records Check and without limitation the following individuals are hereby rejected by the City and County of Denver, Department of Aviation as being unfit to carry out the requirements of any position or post that might exist under the Agreement. Any individual if convicted, or found not guilty by reason of insanity on any charge, at any time of:

- A. Any Felony identified in Title 49 of the Code of Federal Regulations, Section 1542.209(d) as amended; or
- B. Any misdemeanor, the description of which indicates that it is substantially the same offense as one identified in Title 49 of the Code of Federal Regulations, Section 1542.209(d) as amended; or
- C. Any Felony or Misdemeanor involving violence, dishonesty, theft, arson, sexual misconduct, use of threat or use of force.

3.2 In making the determination whether a potential employee is acceptable under this provision, the Airport Security Manager shall consider:

- A. How the conviction or determination of not guilty by reason of insanity affects the individual's ability to perform the job in question; and
- B. The severity of the crime for which the individual was convicted or determined to be not guilty by reason of insanity; and
- C. The length of time that has passed since the conviction or the determination of not guilty by reason of insanity.

- 3.3** There is no requirement for the Director of Airport Security to make a determination as to whether a potential employee is acceptable to the City under this paragraph should that potential employee already be barred from employment by the unescorted access requirements of the federal regulations.
- 3.4** The background investigation by the SP is to include verification of previous employment or education for the past ten (10) years. Said investigation and Identity Verification shall be documented and shall be included in the personnel file provided to Denver International Airport. The TSA charges a fee of \$29.00 for the fingerprint based Criminal History Record Check (CHRC). All SP employees working at Denver International Airport must pass a Criminal History Record Check (CHRC) before obtaining an Airport ID badge. The Identity Verification will be conducted by Denver International Airport, Airport Security. The cost for the verification will be \$10 per employee. Costs for a Criminal History Record Check and Identity Verification shall not be reimbursable and the SP shall bear the expenses of same.
- 3.5** All personnel provided under this Agreement shall be required to undergo a polygraph examination as deemed necessary by any law enforcement agency during the course of any investigation.

4. REJECTION OF UNFIT PERSONNEL

- 4.1** The City and County of Denver, Department of Aviation may reject – without cause – the use of an individual employee if it deems the individual is not fit to carry out the requirements of the position or post to which the SP has assigned said personnel.
- 4.2** The SP shall remove from the Airport work site any SP employee, for non-discriminatory reasons, or, invited by it onto the Airport when the Manager of Aviation notifies the SP verbally or in writing that such person is unacceptable to the City for any lawful reason. Such person shall not be reassigned to Airport work by the SP, except with the expressed written consent of the Manager of Aviation or his/her designee.

5. SUBSTITUTION OF EMPLOYEES

It is the intent of the City that all key personnel identified in the Proposal actually perform such work at the Airport under the Agreement, and that such key personnel be retained to work at the Airport for the term of this Agreement to the extent practicable and to the extent that such employment maximizes the quality of work performed hereunder. The persons identified in the Proposal as the proposed manager and assistant managers for this Agreement will be assigned by the SP to perform such work under this Agreement. The SP shall not reassign any person holding one of those positions to duties away from the Airport, unless it notifies the Program Manager, provides the Program Manager written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtains the prior written approval of the Program Manager for

such substitution. If the incumbent in any of such positions resigns or otherwise terminates employment with the SP, the SP shall immediately notify the Program Manager, and provide the Program Manager written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtain the advance written approval of the Program Manager of the proposed successor.

6. TRAINING

- 6.1** The SP shall provide the Program Manager with copies of its training plan and all training materials, (e.g. manuals, videos) for approval. The SP will update its training as new equipment and procedures are implemented by TSA and the SP. The SP shall be responsible for all training records. The Program Manager may review the records upon request.
- 6.2** In addition to the formal training for new hires, the SP shall be expected to provide ongoing on-the-job training in response to individual needs and changing conditions to ensure its personnel are performing in accordance with the terms of this Agreement.
- 6.3** It shall be a specific requirement of this Agreement that all training provided for personnel services Denver International Airport shall be at the SP's expense and the SP shall not request additional remuneration for training provided to its employees.

7. FIELDS OF INSTRUCTION

- 7.1** The SP shall be responsible for training each employee in the following fields either prior to, or immediately upon assignment to a post. Training Checklists must be completed for each employee for each position in which they have been trained. The SP is required to submit a training plan, a breakdown of hours for each field of instruction, as requested by the Program Manager.
- 7.2** Prior to assignment at Denver International Airport, the following training must be completed:
 - 7.2.1.** Airport Security ID Badge Training
 - 7.2.2.** Customer Service Training developed by SP and approved by Program Manager
 - 7.2.3.** Terminal Operations Training specific to the individual's job responsibility. This may include, but is not limited to, queue management; TSA procedures and FAA regulations; divesting; diverting; travel document checking; stanchion maintenance and repair. Also, the following shall be required for Terminal Operations contract personnel: automated external defibrillator use; concession inspections; safety inspections; radio, telephone and electronics device use; standard operating procedures

including the Stranded Passenger Plan; operations within the Federal Inspection Services areas, and other areas as may be required.

- 7.2.4. Public relations, including, but not limited to, interactions with the public in compliance with laws prohibiting discrimination on the basis of race, national origin, religion or disability. These laws include the federal Americans with Disabilities Act, the federal Civil Rights Act of 1964, the Colorado Civil Rights Act, and Colorado laws requiring the admission of service animals into public facilities.
- 7.2.5. Care and handling of aggressive and violent behavior.
- 7.2.6. Defensive Driving Course (if applicable)

8. NEW POSITION ASSIGNMENT

SP employees assigned to new positions shall be oriented and instructed by the Training Officer in areas to be instructed (as outlined in training requirements) before commencing their tour of duty. A minimum of 20 hours of orientation training specific to Denver International Airport and an additional 16 hours instruction specific to the post the employee will be assigned to shall be considered sufficiently comprehensive so that personnel may effectively and efficiently perform the duties prior to their new assignment. The Program Manager shall have the option of determining the assignment of personnel for each post serviced under this Agreement.

9. COMMUNICATIONS REQUIREMENTS

The SP must conduct quarterly site meetings, allowing 2 hours per meeting, in addition to daily briefings prior to each shift. The SP shall not request and the City shall not provide additional remuneration to the SP for continuing education, quarterly site meetings and daily duty briefings.

10. DEFENSIVE DRIVING AND AIRFIELD DRIVER TRAINING COURSES

Defensive Driving and Airfield Driver Training Courses shall be required for any positions for which driving may be applicable. SP shall provide the Program Manager with copies of its training manual, materials and records upon request.

11. SPECIFIC POSITION REQUIREMENTS

11.1 Terminal Operations / Terminal Area Administrator

Terminal Area Administrator furnished under this Agreement requires a BA Degree in Business Administration, Aviation Management, Political Science, or a related field. Also, three years of experience of the same type and at the level of Aviation Operations

Representative. A combination of appropriate education and experience may be substituted for the minimum education and experience requirements. Possession of a valid Colorado Class "R" drivers license at the time of application is required. Ability to pass an FBI and STA fingerprinting is required. Willingness to work any shift, weekends and holidays. Ability to pass a physical fitness exam. All Terminal Area Administrators shall be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, and running.

Essential Duties:

1. Manage the operation of the passenger flow through the Federal Inspection Services Facility at Denver International Airport.
2. Identify and respond to internal and external customer needs.
3. Develop and maintain trusting, constructive relationships
4. Work cooperatively with Federal agencies, tenants and other city employees to facilitate cooperation
5. Inspect airport facilities in accordance with city, state and federal regulations
6. Communicate issues with other city agencies including notice and follow up to issues
7. Manage and control terminal operations at DIA to ensure the efficient movement and safety of the traveling public
8. Knowledge of 49 CFR Part 1542 is beneficial.
9. Performs other related duties as assigned or requested.

11.2 Queue Associate/TQM Agent

Queue Associates/TQM Agents furnished under this Agreement shall possess a high school diploma or a GED. All Queue Associates/TQM Agent must meet the training requirements set fort in Section 6.07 of this Agreement. All Queue Associates/TQM Agent shall be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, and running. They must be capable of handling a 25 lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Security Runner position shall require random drug testing. The cost of random drug testing shall be borne by the SP and shall not be a reimbursable expense.

Essential Duties

1. Assists general public with personal item divesting into approved screening tubs.
2. Assists TSA Screening Checkpoint efficiency by providing essential customer service prior to entering the walkthrough metal detector and x-ray machines.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
4. Assists customers by providing facility, exit and lost-and-found information.
5. Observed all common safety practices.
6. Performs other related duties as assigned or requested.

Minimum Qualifications (Queue Associate/TQM Agent):

1. Integrity/Honesty: displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self and others; chooses an ethical course of action, is trustworthy.
2. Conscientiousness: Displays a high level of effort and commitment toward performing work; demonstrates responsible behavior.
3. Interpersonal Skills: Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern and politeness to others; relates well to different people from varied backgrounds and different situations.
4. Verbal Skills: Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. Technical Competence: Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. Customer Service: Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. Reading: Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. Listening: Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. Manages and Organizes Information: Identifies a need; gathers, organizes and maintains information; determines its importance and accuracy and communicates it by a variety of methods.
10. Knowledge of building safety and security sufficient to be able to respond to a variety of emergency and urgent situations
11. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.
12. Skill in communicating and presenting factual information related to the work assignment.
13. Skill in establishing and maintaining effective working relationships with other employees, organizations and the public.
14. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
15. Skill in enforcing rules and regulations.
16. Skill in investigating information relative to the work assignment.
17. Flexibility: Adapts quickly to changes.
18. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.
19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

11.3 Travel Document Checking Agent

Travel Document Checking Agents furnished under this Agreement shall possess a high school diploma or a GED. All Travel Document Checking Agents must meet the training requirements set forth in Section 6.07 of this Agreement. All Travel Document Checking Agents should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, and running. They must be capable of handling a 25 lb. fire extinguisher and capable of lifting or assisting in lifting a small child or handicapped person in the case of a building evacuation. The Travel Document Checking position shall require random drug testing. The cost of random drug testing shall be borne by the SP and shall not be a reimbursable expense.

Essential Duties:

1. Verifies individual government issued picture identification from the traveling public in accordance with federal regulations.
2. Ensure proper intent to travel guidelines are adhered to at all times.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
4. Assists customers by providing facility, exit and lost-and-found information.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

Minimum Qualifications (Travel Document Checking Agent):

1. Integrity/Honesty: displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self and others; chooses an ethical course of action, is trustworthy.
2. Conscientiousness: Displays a high level of effort and commitment toward performing work; demonstrates responsible behavior.
3. Interpersonal Skills: Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern and politeness to others; relates well to different people from varied backgrounds and different situations.
4. Verbal Skills: Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. Technical Competence: Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. Customer Service: Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. Reading: Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. Listening: Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
9. Manages and Organized Information: Identifies a need; gathers, organizes and maintains information; determines its importance and accuracy and communicates it by a variety of methods.

10. Knowledge of building safety and security sufficient to be able to respond to a variety of emergency and urgent situations
11. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.
12. Skill in communicating and presenting factual information related to the work assignment.
13. Skill in establishing and maintaining effective working relationships with other employees, organizations and the public.
14. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
15. Skill in enforcing rules and regulations.
16. Skill in investigating information relative to the work assignment.
17. Flexibility: Adapts quickly to changes.
18. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.
19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

11.4 Travel Document Checking Supervisor/TQM Supervisor

The Travel Document Checking Supervisor/TQM Supervisor furnished under this Agreement shall possess a high school diploma, and three years experience in security, loss prevention or law enforcement. Additional appropriate education may be substituted for one year of the minimum experience requirement. All Travel Document Checking Supervisors/TQM Supervisors must meet the training requirements set forth in Section 6.07 of this Agreement. All Travel Document Checking Supervisors/TQM Supervisors shall be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, and running. They must be capable of handling a 25 lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of a building evacuation. The Security Runner position shall require random drug testing. The cost of random drug testing shall be borne by the SP and shall not be a reimbursable expense.

Essential Duties:

1. Manage the operation of the passenger flow through the Federal Inspection Services Facility at Denver International Airport.
2. Identify and respond to internal and external customer needs.
3. Develop and maintain trusting, constructive relationships
4. Work cooperatively with Federal agencies, tenants and other city employees to facilitate cooperation
5. Inspect airport facilities in accordance with city, state and federal regulations
6. Communicate issues with other city agencies including notice and follow up to issues
7. Manage and control terminal operations at DIA to ensure the efficient movement and safety of the traveling public
8. Knowledge of 49 CFR Part 1542 is beneficial.
9. Performs other related duties as assigned or requested.

Minimum Qualifications

1. Oral Communication: Expresses ideas and facts to individuals or groups effectively. Listens effectively.
2. Problem Solving: Identifies and analyzes problems, uses sound reasoning to arrive at conclusions, finds alternative solutions to complex problems, and makes logical judgments.
3. Written Communication: Expresses facts and ideas in writing in a succinct and organized manner.
4. Leadership: Inspires, motivates, guides others toward goals; coaches, mentors, challenges staff; adapts leadership styles to various situations; models high standards of honesty, integrity, trust, openness, and respect for individuals by applying these values daily.
5. Conflict Management: Manages and resolves conflicts, confrontations, and disagreements in a positive and constructive manner to minimize negative personal impact.
6. Managing Diverse Workforce: Is sensitive to cultural diversity, race, gender, and other individual differences in the workforce; manages workforce diversity.
7. Decisiveness: Makes sound and well-informed decisions, perceives the impact and implications of decisions; commits to action, even in uncertain situations, in order to accomplish organizational goals; causes change.
8. Integrity/Honesty: displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self and others; chooses an ethical course of action, is trustworthy.
9. Conscientiousness: Displays a high level of effort and commitment toward performing work; demonstrates responsible behavior.
10. Interpersonal Skills: Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern and politeness to others; relates well to different people from varied backgrounds and different situations.
11. Verbal Skills: Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
12. Technical Competence: Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
13. Customer Service: Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
14. Reading: Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
15. Listening: Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listeners and situations.
16. Manages and Organizes Information: Identifies a need; gathers, organizes and maintains information; determines its importance and accuracy and communicates it by a variety of methods.
17. Knowledge of building safety and security sufficient to be able to respond to a variety of emergency and urgent situations
18. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.

19. Skill in communicating and presenting factual information related to the work assignment.
20. Skill in establishing and maintaining effective working relationships with other employees, organizations and the public.
21. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
22. Skill in enforcing rules and regulations.
23. Skill in investigating information relative to the work assignment.
24. Flexibility: Adapts quickly to changes.
25. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.
26. Skill in reacting calmly and effectively in emergency and stressful situations.
27. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
28. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

12. SCHEDULING OF PERSONNEL

- 12.1 The SP shall not assign any person to perform RT/TQM services hereunder who has worked for HSS in excess of twelve (12) hours per twenty-four (24) hour period or sixty (60) hours per week, with the exception of emergency situations.
- 12.2 The work week shall be defined as commencing with shifts beginning on or after twelve (12) midnight on Sunday and ending the following Sunday at midnight.
- 12.3 The above requirements may be waived by the Program Manager, in writing, at his/her sole discretion.

13. REPORTS

- 13.1 **WRITTEN REPORTS:** The SP shall be required to provide written reports pertaining to applicable incidents involving safety, security, and customer service at the checkpoints within 72 hours of occurrence to the Denver International Airport Program Manager.
- 13.2 All hard copy and computer generated reports will be formatted and preserved for ninety (90) days with the intent that they will be utilized/reviewed pursuant to follow-up issues. All information must be available to the Program Manager upon request.

14. UNIFORMS

- 14.1 Uniforms must be consistent among TQM personnel. Appropriate footwear is required and shall consist of a black dress shoe, supplied by the employee. The cost of uniforms shall be borne by the SP.

14.2 UNIFORM TQM AGENT:

Dress shall consist of a vest, dress shirt and dress pants/slacks. The color and design of the vest shall be approved by the Program Manager so as to be easily recognizable, but not conflicting with uniforms worn by airport tenants and airline personnel. The uniform may be changed during the term of this Agreement with the consent and approval of the Program Manager.

14.3 UNIFORM – TERMINAL OPERATIONS/TERMINAL AREA ADMINISTRATOR:

Dress is to be professional and consists of business attire. For men, dress pants, dress shirt and tie; may include but does not require a business suit or sport coat. For women, professional business dress may consist of skirt and blouse, dress, dress slacks and or suit. Outerwear may be required for response to areas affected by warm and cold temperatures and precipitation; and may require reflective safety markings. Safety footwear is required and will be supplied by the employees.

15. EQUIPMENT PROVIDED BY SERVICE PROVIDER AND CITY

The SP shall furnish all equipment, furniture, materials and supplies necessary and incidental to the performance of this Agreement except as stated herein. Specifically, and without limiting the foregoing, the SP will provide and maintain the following:

15.1 RADIOS, KEYS AND CELL PHONES: Handheld radios will not be provided by Denver International Airport. RT/TQM positions will not receive communications devices provided by the City. Any communication devices deemed necessary for the RT/TQM positions will be provided by the SP at its cost and without remuneration from the City.

15.1.1. Denver International Airport will supply handheld radios for the Terminal Operations/Terminal Area Administrator positions. In the event any SP personnel are found to have abused the radio equipment or to have lost said equipment, the SP shall be responsible for repair or replacement.

15.1.2. Denver International Airport will supply all keys related to functional areas under this Agreement, but does not include keys to SP office and other space leased from Denver International Airport. Keys will be issued by Terminal Operations. Lost or misplaced keys must be reported immediately to Terminal Operations. The SP may bear all expenses incurred in the re-keying of locks associated with a lost or misplaced key.

15.1.3. Cell phones will be provided to Terminal Operations/Terminal Area Administrator by Denver International Airport. In the event any SP personnel are found guilty of abusing the cell phone equipment or loss of said equipment, the SP shall be responsible for repair or replacement. The SP will reimburse Denver International Airport for the cost of all personal telephone calls. Phone bills will be provided to the SP by the Program Manager on a monthly basis. Reimbursement to

Denver International Airport must be made within fourteen (14) business days.

15.2 ELECTRIC CARTS: One (1) electric cart vehicle will be supplied to support the needs of the Terminal Operations/Terminal Area Administrator positions within the tunnels. Carts must meet the following requirements:

15.2.1. **Equipment on Carts:** Each cart shall be equipped with a permanently-attached, corrosive-proof battery drip pan so as to prevent acid drips on the floor surfaces, and shall have oil and grease fittings equipped with caps so as to prevent leakage of oil and grease onto the floor surfaces. The cart must be equipped with a yellow beacon light.

15.2.2. **Cart Identification:** All motorized carts shall display the Airport Vehicle Permit and the appropriate logo. The Airport Vehicle Permit must be renewed annually.

15.2.3. **Insurance on Carts:** Each cart operated in the terminal and on the concourses shall be covered by liability insurance in single-limit amounts of one million dollars (\$1,000,000). Proof of current liability insurance shall be provided to the Airport Property Office annually.

15.2.4. **Inspection of Carts:** Motorized carts shall be inspected by Airport Security prior to issuance of a permit.

15.3 VEHICLE PERMITS: Each vehicle provided by the SP shall be required to be identified with a Denver International Airport Vehicle Permit. The permit must be renewed annually. The vehicle permits shall be provided to the SP by Denver International Airport at no additional cost upon meeting specified requirements.

15.4 ADDITIONAL EQUIPMENT ACQUISITION AND EMPLOYEE PARKING

Additional specific equipment may be required during the course of the Agreement. If the SP is asked to provide additional equipment, the SP shall provide same and shall be reimbursed through the billing process. Once reimbursement is made, the equipment shall become the property of the City and shall be returned to the City at the conclusion of the Agreement. The SP shall be responsible for the care, repair and maintenance of said equipment and same shall be reimbursed through the billing process. No equipment purchased shall be made without the expressed, written approval of the Program Manager. NOTE: No additional equipment intended to be billed to the City shall be purchased by the SP with a unit cost of \$5000 or more. All equipment purchases with a unit cost of \$5000 or more shall be made by Denver International Airport.

15.5 The cost of SP's employee parking is \$36.00 per person per month. The cost of monthly parking at present and future rates shall be borne by the SP.

16. AIRPORT RULES AND REGULATIONS

The SP and its officers, employees, guests, invitees, subcontractors and partners, and those doing business with the SP shall observe and obey all rules and regulations of the City and County of Denver as may be promulgated from time to time, including the Airport Rules and Regulations and Standard Operating Procedures. The SP will not use or permit Airport property or facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The SP shall use the roadways and other areas of Denver International Airport in accordance with all City rules and regulations.

17. EMPLOYMENT OF NON-US CITIZENS

Because of the nature of work involved in this Agreement, the SP, and any subcontractor to the SP under this Agreement, shall employ only US Citizens for the work performed under this Agreement.

18. AIRPORT SECURITY

- 18.1** The SP shall comply with all rules, regulations, written policies and authorized procedures from the City and/or the TSA and/or the Federal Aviation Administration with respect to security. The SP 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.
- 18.2** The SP shall obtain the proper access authorizations for all of its employees, subcontractors and suppliers 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. The SP shall be responsible for all costs relating to the security check and preparation of identification badges for each employee, subcontractor, partner and supplier. The SP shall be billed by DIA for such costs, which shall not be Reimbursable Expenses. Any person who violates Airport Rules and Regulations may be subject to revocation of his/her access authorization. The failure of the SP 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.
- 18.3** The SP shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys issued to it for any area of the Airport, whether or not restricted and all badges issued to its employees, subcontractors, partners and suppliers. If the SP fails to do so, the SP 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 SP under this Agreement.

19. SOLICITING

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

20. GRATUITIES

Neither the SP nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

21. CITY SMOKING POLICY

The SP and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99, and Colorado State Law, prohibiting smoking in all indoor buildings and facilities. The SP agrees that it will prohibit smoking by its employees and the public in any areas made available to the SP hereunder.

22. USE OR POSSESSION OF ALCOHOL OR DRUGS

- 22.1** Pursuant to the provisions of Denver Executive Order No. 94, all City SPs are required to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or when performing City business. SPs shall also prohibit their employees or agents from consuming alcohol, being impaired by alcohol, or being under the influence of alcohol while performing City business.
- 22.2** SP shall require employees to submit to blood, urine, or other screening for alcohol or drugs when there is reasonable suspicion of illicit use or the employee's being under the influence of or impaired by alcohol or drugs. Drug or alcohol screening may also be justified when, even though the employee does not exhibit observable symptoms of being under the influence, a workplace accident has occurred and there is reasonable suspicion that the accident may have been caused by human error which could be related to drug or alcohol use. The cost of such testing will be borne by the SP and is not a reimbursable expense.
- 22.3** These policy provisions are applicable to SP personnel, and violation of these provisions or refusal to cooperate with implementation of the City's policy, can result in the City's barring contract personnel from City facilities or from participating in City operations.

23. VEHICLE AND OFFICE KEYS

The SP will exercise extreme care to ensure that keys or other access devices to its offices, City offices and vehicles are restricted only to those personnel requiring the keys to perform their duties properly. The SP will maintain at all times a current log or master list identifying each of its employees who has an office or vehicle key and identifying each office or vehicle to which each employee has been issued such key or access device. The SP will be responsible for keys issued to its employees and will pay the City for the cost of replacements.

SECTION 7 COMPENSATION AND PAYMENT

1. INVOICING

The SP shall furnish to the airport a Biweekly invoice. If additional positions are requested, the SP shall furnish to the airport with its Biweekly Invoice, a true and correct copy of the Payroll Records for all workers employed under this Agreement. Denver International Airport will pay only for hours actually worked.

The City will not compensate the SP for overtime worked by its employees unless written approval is received from airport administration.

Invoicing must include:

1. Contract Reference ID Number
2. Items listed individually by unit
3. Unit price extended and totaled
4. Quantity delivered
5. Invoice number and date
6. Start and end dates of billing cycle.
7. Requesting department name and "ship to" address
8. Payment terms
9. Invoice breakdown documentation
10. Employee hours
11. Employee name and identification number
12. Employee hourly wage

2. TIME OF PAYMENT

DIA management shall process all invoices for payment received from SP on a timely basis in accordance with Section 20-107, et. seq. of the DRMC.

3. BILLING FOR SPECIAL PROJECTS

Billing for special projects will be sent to the Program Manager for approval and forwarded to the responsible party for payment. Billing rates for special projects will be agreed upon prior to the commencement of the special projects. The Program Manager may pre-approve special project billing to be forwarded directly to the appropriate party from the SP.

4. REIMBURSABLE EXPENSES

The SP shall pay all costs and expenses connected with the operations hereunder when due; except as provided elsewhere in this Agreement, no expenses of the SP shall be reimbursable hereunder. Any reimbursement of expenses other than as described herein shall require an amendment to this Agreement.

5. DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE

In the event the SP shall fail in the performance of the work specified and required to be performed or material to be delivered within the time limit set forth within the Agreement, after due allowance for any extensions of the time granted by the Manager or his authorized representative, the SP shall be liable to the City, as liquidated damages and not as a penalty, the amounts noted below for each and every failure in performance by the SP. The City shall have the right to make deductions from any amount due or that may become due the SP or collect such liquidated damages from the SP or his surety. Instances where deductions from unpaid billings may occur and the specific deductions for it shall include but are not limited to:

INCIDENT	SPECIFIC DEDUCTION
1. Insufficient number of personnel or vehicles	\$500 per incident
2. Incomplete, unacceptable, dirty uniform	\$50.00 per documented incident
3. Late appearance of employee for work	\$100.00 per occurrence
4. Failure to maintain accurate records of hours worked	\$100.00 per occurrence
5. Failure to provide and/or complete an incident report	\$50.00 per occurrence
6. Failure to keep the Airport Operations logbook or OPSnet current, and each incident of wrong call numbers or failure to make a service call	\$50.00 per occurrence

Any instance of an imposition of deductions from balances owed for non-performance or unacceptable performance or delayed performance, as above, shall be prima facie evidence of a deficiency in the SP's performance and authorized personnel of the Department of Aviation shall document the incidents of non-performance or unacceptable performance or delayed performance on a "Vendor Deficiency/Deviation Report" which shall be forwarded to the appropriate Purchasing Division Buyer responsible for the bid administration of the Agreement.

SECTION 8 WAGES AND SALARIES

1. PAYMENT OF LIVING WAGES

- 1.1 Pursuant to Section 20-80 of the Revised Municipal Code, the Service Provider shall pay every Covered Worker, as defined in § 20-80(a) DRMC, employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than the current living wage pursuant to § 20-80 DRMC, regardless of any contractual relationship which may be alleged to exist between the SP or any subcontractor and such workers. The SP shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.
- 1.2 The SP shall furnish to the City Auditor or his/her authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the SP or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the SP that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the SP or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the SP or any subcontractor, were paid the living wages as set forth in this Agreement.
- 1.3 Increases in living wages pursuant to § 20-80 DRMC effective after the date of this Agreement shall not be mandatory for the SP or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80 DRMC shall be mandatory for the SP and its subcontractors if the term of this Agreement is longer than one year, effective on the anniversary date of this Agreement. In no event shall any increases in living wages over the amount stated in this Agreement result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by the SP. Decreases in living wages after the date of this Agreement shall not be permitted.
- 1.4 If any worker to whom the living wages are to be paid, employed by the SP or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this Section, the Manager of Aviation may, at his/her option, by written notice to the SP, withhold further payment to the SP, or suspend or terminate the SP's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the SP shall be liable to the City for any excess costs occasioned to the City thereby.

2. MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES

The City and County of Denver, Denver International Airport Division desires a Total Queue Management service of the highest quality and integrity. Therefore, in order to assure a higher level of quality and a lower incidence of turnover, the SP, as a provision of the Agreement, shall pay a minimum wage to any of the SP's employees of \$12.00 per hour excluding a benefits package.

3. BENEFITS, VACATION PAY AND SICK LEAVE

3.1 HEALTH AND DENTAL BENEFITS

In addition to the required minimum hourly cash wages, all employees of the SP shall be offered a comprehensive medical and dental benefit package.

- 3.1.1. The employee's share of health and dental insurance premium payments must be reasonable/affordable for each of the SP's employees.
- 3.1.2. The City may require verification/evidence of the employee portion of health and dental insurance premium payments to be paid by the SP's employees at any time.
- 3.1.3. The SP shall notify the Program Manager in writing within ten (10) days of any substantive change in the medical and dental benefit package.
- 3.1.4. Failure to adhere to these requirements is a substantial breach of this Agreement.
- 3.1.5. These benefits should take effect after the employee's 90-day probationary period.

3.2 VACATION PAY

3.2.1. Minimum and Accrual Dates

- 3.2.1.1. **Minimum Paid Time Off:** At a minimum, SP's employees hired or assigned to work at the Airport shall accrue forty-eight (48) hours of paid time off during their first year (i.e. 2080 hours of continuous service) at Denver International Airport under this Agreement, fifty-six (56) hours of paid time off during their second year of continuous service at Denver International Airport under this Agreement and sixty-four (64) hours of paid time off during their third year of continuous service at Denver International Airport under this Agreement.
- 3.2.1.2. **Service Provider's Employees Who Began Working at DIA Prior to the Start of this Agreement:** SP's employees working for the SP at Denver International Airport prior to the start of this contract will accrue forty-eight (48) hours of paid time off on the anniversary of

their hire date following the start of this contract (2080 hours of continuous service); fifty-six (56) hours on the second anniversary; and sixty-four (64) hours on the third anniversary.

- 3.2.1.3. Service Provider's Employees Who Began Working at Denver International Airport after the Start of this Agreement: Paid time off hours will be accrued from the date of employment. During the first year of employment, paid time off will not be considered to be earned and cannot be taken until the employee completes one year (2080 hours) of employment. An employee not completing one year (2080 hours) of service will not have earned any paid time off.
 - 3.2.1.4. Paid time off must be taken within the employment year following the year in which the paid time off was earned.
 - 3.2.1.5. The use of part-time employees to avoid these benefits is prohibited, and is a substantial breach of this Agreement.
- 3.2.2. City's Portion of Paid time off to SP's Employees:
- 3.2.2.1. The City will pay the SP to compensate it for any paid time off for SP's employees as set forth in 3.2.1.1, 3.2.1.2 and 3.2.1.3, above. During the course of this Agreement, any paid time off taken by an employee will be billed to the City at the employee's billing rate as listed in the TQM Invoice Rates.
 - 3.2.2.2. At the end of the Agreement term, including extensions to the original term, if any, the City shall pay SP for all accrued but unused paid time off earned under this agreement for eligible employees then working at DIA under this Agreement, at employee's then-current rate of pay, not the employee's billing rate shown in TQM Invoice Rates.
 - 3.2.2.3. The City will be invoiced for paid time off in the pay period in which the paid time off is used.

3.3 HOLIDAY PAY

Holiday pay shall be compensated at a rate of time and one-half. Observable holidays are: New Year's Day (January 1); Martin Luther King Day (Third Monday in January); Presidents Day (Third Monday in February); Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veteran's Day (November 11); Thanksgiving Day (Fourth Thursday in November); and Christmas Day (December 25).

3.4 OVERTIME

All personnel shall be paid time and one-half for any hours exceeding forty (40) hours per week. As with Holiday pay, the City shall not compensate SP for overtime expenses.

SECTION 9

AGREEMENT ADMINISTRATION

1. AUTHORITY OF THE CONTRACT ADMINISTRATOR

- 1.1** The day to day administration of this Agreement is vested in the Program Manager. The Program Manager is to have free access to the Service Provider's work areas at Denver International Airport. The Program Manager will decide any and all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.
- 1.2** The Program Manager may from time to time issue the SP written Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the SP's work hereunder. The Procedures shall not materially change the specifications or scope of work herein, but shall give guidance to the SP's performance of such work which is in accord with then existing conditions. The SP shall comply with the Procedures which are in effect at any time. The Program Manager may amend or rescind any Procedure by notice in writing to the SP.
- 1.3** In addition to issuing, amending or rescinding Procedures, the Program Manager may make changes in the specifications of work performed by the SP, if such changes do not alter the general nature of the work being performed. Notice to the SP of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

2. SERVICE PROVIDER'S PERFORMANCE

If in the opinion of the Manager, the SP's performance under this Agreement becomes unsatisfactory, the City shall notify the SP in writing, specifying the instances of unsatisfactory performance. The SP shall have twenty-four (24) hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the SP.

3. DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Manager following the procedures outlined in DRMC Section 5-17; provided, that City shall retain its right to obtain an order of eviction in accordance with applicable state law. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

4. LABOR ACTIVITY

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

Appendix A

ASP Amendment

Service Provider will comply with ASP requirements as defined in the RT ASP Amendment that will be provided to the SP.

Appendix B

Compliance

A. PROGRAM

The Incentive Program will be administered quarterly and will consist of general areas such as, but not limited to, On-Site Management Performance, Employee Performance, Equipment, Projects and Customer Service. Individual categories under each area will be mutually agreed upon between the SP and the City and may be altered periodically to reflect the dynamic nature of the airport environment and changing regulatory responsibilities. Some category matrixes may require statistical measurements provided by the SP and/or City while others may require observational reports or written recaps. The categories and matrices to be used during a particular quarterly period will be mutually determined and agreed upon prior to the start of that period. In the absence of mutual agreement following good-faith discussions, the City shall designate categories and matrices. A sample worksheet and scoring methodology example is found below.

B. SCORING

Throughout the quarterly period being measured, the SP and the City will collect statistics and documentation relating to the categories. At the conclusion of the quarter, the SP's on-site management group and the Contract Manager will compile the information and schedule a meeting to score the Incentive Program for that period. This meeting will be conducted within twenty-five (25) days of the end of the quarter being measured. Prior to the meeting, the SP and the City will exchange documentation each has compiled for review by each of the Incentive Program Review Board members who will perform a preliminary scoring of each category.

C. INCENTIVE PROGRAM REVIEW BOARD

The Incentive Program Review Board will be comprised of the following individuals:

- a. HSS Administrative Manager
- b. Contract Manager
- c. Additional City or Outside employee (chosen by the Contract Manager)

Any substitution of the above must be pre-approved by the Contract Manager. Additional individuals employed by the SP or the City may participate in the Incentive Program Review meeting but only the three (3) Board members will have their scores applied to the final Incentive Program calculation. During this meeting, the preliminary scores of the three Board members will be discussed and a final score determined. The Contract Manager will then prepare on behalf of the City the necessary approval letter to allow the SP to submit an invoice for the Incentive Program Award for that quarter.

D. INCENTIVE PROGRAM QUARTERLY AWARD

Maximum amount of the quarterly incentive will be 1.5% of the applicable quarter's actual billing gross amount before reduction of those FTE covered through the RT MAG. This must be verified by the Contract Manager. Should the billing cycle not coincide with the quarterly review period, the Contract Manager will delay preparing the approval letter sent to SP until the entire quarter's invoicing is complete. Exceptions to the quarterly incentive calculation include:

- Any Incentive Program Award from the previous quarter
- Deductions for repair or replacement of City provided equipment.
- Any specific security equipment purchased by the SP as requested by the City that will be reimbursed through the billing process.
- Deductions for "non-performance or substandard performance".

"Sample" Incentive Program Worksheet

On-Site Management Performance	Max Points*	Awarded Points	Performance Metrics provided by:
Categories to be Rated for Quarter			
Billing Accuracy	5		SP/City
Employee Retention/Turnover	5		SP
Task Guideline Knowledge Tests & Observations	10		SP
Responsiveness to City Requests	10		City
TOTALS	30		

Employee Performance	Max Points*	Awarded Points	Performance Metrics provided by:
Categories to be Rated for Quarter			
Level 1 or Level 2 Employee Bonuses	15		SP
Employee Audits & Observations	10		City
Training Requirements	5		SP
TOTALS	30		

Metrics/Error rates	Max Points*	Awarded Points	Performance Metrics provided by:
Categories to be Rated for Quarter			
Metric accuracy	20		SP/City
TOTALS	20		

Customer Service	Max Points*	Awarded Points	Performance Metrics provided by:
Categories to be Rated for Quarter			
Compliments Versus Complaint Ratio	5		SP/City
Problems Created by SP	5		SP
TOTALS	10		

Projects & Areas of Special Focus	Max Points*	Awarded Points	Performance Metrics provided by:
Categories to be Rated for Quarter			
Ideas to improve SP Operation	5		SP/City
Extraordinary Circumstances	5		SP
Short Notice/ Temporary Position Requests	5		SP
TOTALS	15		

NOTE: * Max Points for General Areas and weighting of each individual category may be altered periodically to reflect the dynamic nature of the airport environment and changing regulatory requirements. Changes will be mutually determined and agreed upon between the SP and the City prior to start of the quarterly period to be reviewed or, in the absence of agreement, be designated by the City.

"Sample" Incentive Program Scoring Methodology

General Areas:	Max Points	Review Board Member #1	Review Board Member #2	Review Board Member #3
On-Site Management Performance	30			
Employee Performance	30			
Metrics/Error Rates	20			
Customer Service	10			
Projects (special focus areas)	15			
TOTALS	105			
FINAL SCORE				

- Step 1: Each Review Board Member reviews compiled information and completes a Worksheet assigning a point value to each General Area.
- Step 2: Totals from each Review Board Member are added together and divided by 3.
- Step 3: Average number obtained from Step 2 becomes the Final Score.
- Step 4: Final Score is used to determine which percentage from the Incentive Scale will be used to calculate the quarterly Incentive Program Quarterly Award.

Incentive Scale:	
95-105 points	1.5% of Applicable and Approved Billing Invoices for Quarter
85-94 points	1.0% of Applicable and Approved Billing Invoices for Quarter
75-84 points	0.5% of Applicable and Approved Billing Invoices for Quarter
74 points or below	No Incentive for the Quarter

Appendix C
Bin Advertising Program

Insert TSA MOU

Appendix D

INTENT TO TRAVEL VERIFICATION (DOCUMENT CHECKING)

This section will be held in reserve in the event the TSA requires the City to assume TDC. Pricing from Section 5 will apply if TDC is implemented in the future.

BACKGROUND

The goal of the TDC portion of the Total Queue Management Program at Denver International Airport is to increase the accuracy and efficiency of document checking and intent to travel verification at the front of the queue leading to our three security screening checkpoints. By utilizing an incentive based contract between Denver International Airport and the SP, Denver International Airport will increase throughput and efficiency to minimize security wait times at each of our locations.

1. OPERATIONAL AND TECHNICAL SPECIFICATIONS

The SP shall perform all obligations set forth in this Scope of Work along with meeting all Federal requirements for TDC as set forth by the TSA. All methodologies proposed by the SP must be fully explained and developed and include the following areas listed in the following paragraph.

Travel Document Checking: Adequate staffing will need to be provided to perform the intent to travel verification at each checkpoint. Staff must check passenger boarding passes and identification to verify that the traveler is the person trying to access the security checkpoint in accordance with TSA regulations. The TSA estimates Document Checking/Intent to Travel checks require two (2) days of training per employee.

Incentive Program: An incentive program will be discussed, agreed upon by the City and the SP, and written into the approved contract to minimize errors and increase customer service and throughput at each of the screening checkpoints.