

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **AMERICAN AUTOMATION, INC.**, a Colorado corporation authorized to do business in the State of Colorado (“**Contractor**”) (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional Total Queue Management (“**TQM**”) services; and

WHEREAS, the City has undertaken a competitive process to solicit and receive proposals for such services, and has selected the proposal submitted by Contractor; and

WHEREAS, Contractor’s proposal was selected for award of the TQM Project (the “**Project**”); and

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner.

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

1. LINE OF AUTHORITY:

The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to DEN Operations. The relevant Senior Vice President (the “**SVP**”), or their designee (the “**Director**”), will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”), in accordance with the schedules and budgets set by the City. The City may, through an authorization issued by the CEO, and signed by Contractor, and without requiring amendment to this Agreement, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Standard of Performance. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

C. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

D. Subcontractors.

(i) In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO or his/her authorized representative. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.

(ii) The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.

(iii) Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of this Agreement and/or the subcontract.

(iv) Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

(v) This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

E. Personnel Assignments.

(i) Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement (“**Key Personnel**”). Only Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the SVP or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.

(ii) It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

(iii) If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.

(iv) If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor’s failure to obtain the Project Manager’s approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. OWNERSHIP AND DELIVERABLES:

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on the Effective Date and shall expire Two Years from the Effective Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for **Two One-Year Terms**, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

(i) Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work, and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.

(ii) Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.

(iii) Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:

a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or

b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

(iv) Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City’s satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

(v) Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs

within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

(vi) Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

(vii) No Claims. Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

D. Remedies. In the event Contractor performs services under this Agreement in violation of any provision herein, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Seven Million One Hundred Fifty-Two Thousand Two Hundred and Forty Dollars and No Cents (\$7,152,240.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

C. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the City and County of Denver Airport System Fund and from no other fund or source. The City has no obligation to make payments from any

other source.

D. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

E. Invoices. On or before the fifteenth (15th) day of each month, Contractor shall submit to the City a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City ("**Invoice**"). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- (i) Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- (ii) Include a statement of recorded hours that are billed at an hourly rate;
- (iii) Include the relevant purchase order ("**PO**") number related to the Invoice;
- (iv) Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- (v) For only those reimbursable costs incurred in the previous month, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- (vi) Include the signature of an authorized officer of Contractor, along with such officer's certification they have examined the Invoice and found it to be correct; and
- (vii) Submit each Invoice via email to ContractAdminInvoices@flydenver.com.
- (viii) Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City's Prompt Payment Ordinance.
- (ix) Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor's engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.

F. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents.

G. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the SVP or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

H. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

(i) This Agreement is subject to D.R.M.C., Article III, Divisions 1 and 3 of Chapter 28, designated as §§ 28-31 to 28-40 and 28-51 to 28-90 (the “**MWBE Ordinance**”) and any Rules or Regulations promulgated pursuant thereto.

The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity (“**DSBO**”) is 10%.

(ii) Under D.R.M.C. § 28-68, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with its originally achieved level of MWBE participation upon which this Agreement was awarded, unless the City initiates a material alteration to the scope of work affecting MWBEs performing on this Agreement through contract amendment, or other agreement modifications, or as otherwise described in D.R.M.C. § 28-70. Contractor acknowledges that:

a. Contractor shall develop and comply with a Utilization Plan in accordance with D.R.M.C. § 28-63. Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE participation goal. The Utilization Plan is subject to modification by DSBO. Utilization Plan is attached as **Exhibit F**.

b. If Agreement modifications are issued under the Agreement, Contractor shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such agreement, upon any of the bases discussed in D.R.M.C. § 28-70, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

c. If amendments or other agreement modifications are issued under the Agreement that include an increase in the scope of work of this Agreement, which increases the dollar value of the Agreement, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such amendments or modifications shall be immediately submitted to DSBO for notification purposes.

d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing project subconsultants are subject to the original goal. Contractor shall satisfy the goal with respect to such changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. § 28-70. Contractor must also satisfy the requirements under D.R.M.C. §§ 28-64 and 28-73 with regard to changes in scope or participation. Contractor shall supply to the DSBO Director all required documentation described in D.R.M.C. §§ 28-64, 25-70, and 28-73, with respect to the modified dollar value or work under the Agreement.

e. Failure to comply with these provisions may subject Contractor to sanctions set forth in D.R.M.C. § 28-76 of the MWBE Ordinance.

f. Should any questions arise regarding DSBO requirements, Contractor should consult the MWBE Ordinance or may contact the Project's designated DSBO representative at (720) 913-1999.

B. Prompt Pay of MWBE Subcontractors. For agreements of one million dollars (\$1,000,000.00) and over to which D.R.M.C. § 28-135 applies, Contractor is required to comply with the Prompt Payment provisions under D.R.M.C. § 28-135, with regard to payments by the Contractor to MWBE subcontractors. If D.R.M.C. § 28-135 applies, Contractor shall make payment by no later than thirty-five (35) days from receipt by Contractor of the subcontractor's invoice.

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the Effective Date of this Agreement.

(i) Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the Effective Date of this Agreement. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

(ii) Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.

(iii) Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

(iv) Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

(v) If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

D. City Minimum Wage. To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§ 20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

(i) The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.

(ii) Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings and reproducible copies are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the SVP, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the SVP.

7. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in *Exhibit C* ("**Insurance Requirements**") during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in *Exhibit C*. All certificates of insurance and any required endorsements must be received and approved by DEN Risk Management before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance

must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor's inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

8. DEFENSE AND INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time. Such payments on behalf of the

City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

9. Payment and Performance Bond.

A. Performance, Payment, and Guarantee Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than **Fifty Thousand Dollars and No Cents (\$50,000.00)** is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the Surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved Surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for up to two additional one-year periods at the same prices, terms and conditions pursuant to Section 3 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance, Payment and Guarantee Bond or an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to a Performance, Payment, and Guarantee Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and County of Denver in the amount of Two Million Dollars (\$2,000,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance, Payment, and Guarantee Bond.

E. The City's forms of Performance, Payment and Guarantee Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as **Exhibit D**. Attorneys-in-Fact who sign Performance, Payment, and

Guarantee Bonds must file with such Bonds a certified copy of their Power-of-Attorney to sign such Bonds that is certified to include the date of the Bond.

10. DISPUTES:

A. All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. The determination resulting from said administrative hearing shall be final, subject only to the right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

11. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the “**City Charter**”). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

D. Compliance with Patent, Trademark and Copyright Laws.

(i) Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

(ii) Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

E. Notices.

(i) Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by the City to:

American Automation, Inc.
200 S. Wilcox Street, #407
Castle Rock, Colorado 80104
Attn: Lisa Buckley

(ii) Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (Fed Ex, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).

(iii) Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

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

G. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

H. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

I. Bond Ordinances. This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

J. Venue. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

K. Cooperation with Other Contractors.

(i) The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.

(ii) Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

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

M. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, future epidemics or pandemics, the existence of which is unknown to the parties at the time of execution of this Agreement or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

N. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the SVP or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

O. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

P. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

Q. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

R. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

S. Environmental Requirements. Contractor, in conducting its activities under this Agreement, shall comply with all existing and future applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

(i) For purposes of this Agreement the terms "Hazardous Materials" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), per – and polyfluoroalkyl substances (PFAS), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.* (1990)), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.* (1990)), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

(ii) Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.

(iii) Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.

(iv) In the case of a release, spill or leak as a result of Contractor's activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

T. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

B. Non-Discrimination Policy. In connection with the performance of services under this Agreement, Contractor shall not refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, protective hairstyle, and/or physical and mental disability. Contractor further agrees to insert this provision in all subcontracts hereunder.

C. Advertising and Public Disclosures. Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the SVP or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the SVP in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

(i) Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City

shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

(ii) In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

E. Examination of Records and Audits.

(i) Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. §20-276.

(ii) Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO or his or her representative, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

(iii) In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration (“FAA”), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

(i) Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

(ii) Contractor represents that, in its Response or Proposal, if applicable, it disclosed any and all current or potential conflicts of interest of which it is aware, including transactions, work, activities, or conduct that might affect the judgment, actions, or work of Contractor or which might give Contractor an unfair advantage in this or a future procurement. If the Parties identified a conflict of interest and agreed to a plan to mitigate such conflict, Contractor agrees it will comply with that mitigation plan.

(iii) The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

(iv) Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work the Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must

disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

I. No Employment of A Worker Without Authorization to Perform Work Under The Agreement

(i) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(ii) The Contractor certifies that:

a. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

c. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

d. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

e. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

f. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of

D.R.M.C. 20-90.3.

(iii) The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

13. SENSITIVE SECURITY INFORMATION:

Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information (“SSI”), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN’s Security Office.

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. If Contractor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Contractor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 17 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit C: Insurance Requirements
- Exhibit D: Performance Bond
- Exhibit F: Utilization Plan

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 17 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix
- Section 1 through 16 hereof
- Exhibit A
- Exhibit C
- Exhibit D
- Exhibit F

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-202159129-00
Contractor Name: AMERICAN AUTOMATION, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

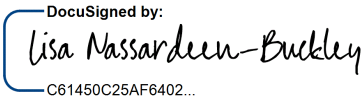
By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202159129-00
AMERICAN AUTOMATION, INC.

By:  C61450C25AF6402...

Name: Lisa Nassardeen-Buckley
(please print)
Title: CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION

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

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

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

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

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

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

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

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment,

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

7. NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

Exhibit A – Scope of Work Denver International Airport (DEN) Total Queue Management Program

The City and County of Denver (CCD or City) at Denver International Airport (DEN) currently operates three (3) separate Transportation Security Administration (TSA) checkpoints for screening operations in the Jeppesen Terminal. These checkpoints are used by passengers, employees, and airline crew members to gain access to the secured Concourses and Gates.

The Service Provider (SP) shall be responsible for Total Queue Management (TQM) services at Denver International Airport (DEN or Airport) as described herein. The services provided by the SP under this Agreement include but are not limited to, those services described in this Scope of Work. 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 CCD under the provisions of this Agreement. The TQM Program is managed through a designated staff member from DEN Terminal Operations (the “DEN Program Manager”) or (PM).

CENTRAL FUNCTIONS OF THE PROGRAM

The Service Provider (“SP”) for the TQM program at Denver International Airport (DEN) will be required to manage all aspects of each of the following central functions:

1. Manage the queue systems, customer service, and wayfinding services at and near the TSA security checkpoints or areas where designated by the DEN Program Manager
2. Minimize security wait times and maximize throughput at the TSA security checkpoints through active diverting of passengers to the other available checkpoint(s) with the lowest wait times
3. Provide the highest level of customer service to all passengers and stakeholders at Denver International Airport
4. Provide general passenger wayfinding services in all areas of the Jeppesen Terminal when requested

DENVER INTERNATIONAL AIRPORT GOALS

DEN has specific goals established for this program. All submittals should explain how the proposed operation meets these goals.

1. Minimize security wait times and maximize throughput at the TSA security checkpoints
2. Maintain the highest level of customer service and security for all customers at DEN
3. Manage all aspects of the airport’s various checkpoint queue systems, as requested, while providing innovative solutions to meet the changing needs of security throughput
4. Utilize capacity efficiently at all TSA security checkpoints
5. Assist with wayfinding services

The SP for the TQM program will be required to achieve these goals. The SP must provide specific examples of customer service experience at a facility that provides queue management services, similar to the Operational and Technical Specifications of the TQM Program as described in Section 1.

The TQM Program is managed through a designated staff member from DEN Terminal Operations (the “DEN Program Manager”) or (PM).

In the event that DEN requires additional staffing from the SP to manage checkpoints, specific line or queue duties, or provide general wayfinding in normal conditions or during construction / relocation of the checkpoint(s), the SP shall provide such staffing at the contractually agreed pricing identified in Section 3.

SECTION 1 - TOTAL QUEUE MANAGEMENT (TQM) PROGRAM

1. OPERATIONAL AND TECHNICAL SPECIFICATIONS

The Service Provider (SP) shall perform all obligations set forth in this Scope of Work in a timely manner and shall be responsible for ensuring that the Total Queue Management Program meets all the requirements set forth below. All methodologies proposed by the SP must be fully explained and developed and include the aspects listed below. The SP must also provide specific examples of experience as related to Customer Service Expertise and/or the following Operational and Technical Specifications of the TQM Program:

- 1.1. Queue and Line Management:** The SP will be expected to manage the queues and lines extending beyond the queues at each TSA security checkpoint or other areas as designated by the PM. Each queue system has a minimum of two entry points for various types of customers accessing the TSA screening operation. The TSA checkpoints may include, but are not limited to, the following types of lanes; general, restricted access, TSA PreCheck and a Registered Traveler entry point. The SP may be responsible for ensuring passengers possess the proper travel documents prior to entering the various entry points or assist with any technology that may exist at the entry to these checkpoints.
- 1.2. Queue Monitoring:** The SP must also continuously monitor the queue systems to identify potential issues with the TQM program. This may include monitoring the length of the queue lines and changing the flow of the queues as necessary. This includes monitoring wait times, available lanes, and passenger flow. The SP will work with the DEN Program Manager to recommend and implement innovative and continuous improvement solutions to increase performance under this contract.
- 1.3. Diverting:** The SP will be expected to maintain equal utilization of all TSA security checkpoints by diverting passengers to the TSA security checkpoints with the lowest total wait time while providing the highest level of customer service. Diverting methods and TSA security checkpoint wayfinding shall take into consideration TSA manager input and time required to walk between checkpoint locations.

- 1.4. Divesting and Bin Running:** When requested by the DEN Program Manager, the SP may be required to assist the TSA during peak screening traffic volumes with explanation to passengers as to what items should be removed from their person and from their carry-on property in preparation for TSA screening and repositioning bins from the end of the screening lane to the front of the checkpoint.
- 1.5. Data Measurement:** The SP will be required to provide reports and information as requested by the DEN Program Manager on the various metrics of the TQM program as further described in Section 2 and may include, but are not limited to, security checkpoint wait times, diverting performance, lanes usage, and passenger counts. The agreement proposed by the City will include incentives surrounding specific metrics that will be included in these reports.
- 1.6. Security Directives:** Security requirements are often changed by the TSA. The SP will need to work with the City to make recommendations and implement new procedures to the queue management program that are in alignment with new security protocols.
- 1.7. Stanchion Maintenance:** Stanchions owned by DEN will be used in the queue systems, and parts for the stanchions will be provided by DEN. The SP shall work with Terminal Operations to assist in the maintenance of the stanchions. This may include identifying maintenance issues and performing repairs in a timely manner. The SP must also manage the stanchion flow by opening and closing appropriate stanchion straps in the queue system throughout each operational period to maximize efficiency and customer service.
- 1.8. Customer and Wayfinding Services:** The SP must provide the highest level of customer service and wayfinding services to all customers at DEN. The customer service program offered by the provider must demonstrate that employees will represent DEN well in the eyes of the traveling public. Customer feedback mechanisms must be in place and reported to the DEN Program Manager on a quarterly basis.
- 1.9. Uniforms:** The SP's uniform design and characteristics must be reviewed for approval with their submittal as further detailed in Section 4, Paragraph 12. Denver International Airport reserves the right to approve all uniform designs prior to implementation of the TQM Program and may require that the SP wear DEN coordinated and designed uniforms, borne at the SP's expense.
- 1.10. Additional Services:** In times of abnormal or emergency operations, or as additional services are identified or removed based on conditions declared by the Airport or Terminal Operations at Denver International Airport, the SP will work with the DEN Program Manager to provide, reduce and/or re-assign personnel as priorities demand. The SP may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the DEN Program Manager determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work will be provided as needed to document work beyond that identified in this Scope of Work. The SP shall be compensated for such Additional Services only if the services and the amount

of fees and reimbursable expenses for the services have been authorized in writing in advance by the DEN Program Manager. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

SECTION 2 - METRICS FOR TQM PROGRAM

The following checkpoint metrics 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 (or as requested by the DEN Program Manager) for each TSA checkpoint while the checkpoint is operational. The methodology on the collection of all data will be described and approved by the DEN Program Manager prior to implementation. Metrics derived from this data will have documentation of the individual observing the data and will be provided to the City in an approved format and timeline as agreed upon by the SP Manager and the DEN Program Manager. The City requires such metrics to identify mean average times and all categories shall include the associated range indicating highs and lows. The following is a sample of the TQM metrics that may be requested but is not limited to this data. All metrics, timing and methodology may be adjusted based on need and discussion with SP:

SAMPLE

TOTAL QUEUE MANAGEMENT CHECKPOINT OPERATIONS	
EVALUATION TOPIC	METRIC
Wait time	Length of wait time from end of queue line to the to the point where the passenger touches their belongings on the recomposure side of screening (in minutes). Data must be available by checkpoint location, and documented as Registered Traveler (RT), Pre-Check, 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)
Travel Document Check 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/Pre-Check personnel on duty	Data must be available by checkpoint, date, time of documentation and day of the week. (All checkpoints will be documented)

SECTION 3 - CONTRACT INFORMATION

1. CONTRACT DURATION

The contract length will be two (2) years with two (2) additional one (1)-year options at DEN's discretion. Year one (1) and two (2) will commence immediately upon final contract execution. Years three (3) and four (4) will each commence on the anniversary date of contract execution.

2. UNIT PRICING

Through the Request for Proposal process, the SP has provided, and the DEN Program Manager concurs with an hourly rate for TQM staff. This hourly rate includes all holiday, overtime, vacation, medical benefits, administrative costs and costs associated with management of the SP. Therefore, any increases in attendant costs have been anticipated for the full term of this contract and included in the pricing offered herein. Billable hourly personnel costs shall be increased 3% per year. The then current annual hourly pricing shall apply to any additional personnel or hours, should they be requested by the DEN Program Manager to cover periods of peak passenger traffic volumes or other services as described in Section 1 of this Scope of Work.

2.1. The TQM Agent's billable price is \$36.90 per person per hour for year one (1); \$38.01 per person per hour for year two (2); \$39.15 per person per hour for year three (3); and \$40.32 per person per hour for year four (4).

2.2. The TQM Lead's billable price is \$38.48 per person per hour for year one (1); \$39.63 per person per hour for year two (2); \$40.82 per person per hour for year three (3); and \$42.04 per person per hour for year four (4).

3. POSITION SCHEDULING

Upon execution of the contract, the hours of operation shall be 4:00am to 10:30pm, daily, 7 days per week, 365 days per year. Position staffing calls for a minimum of four (4) TQM Agents, one (1) Lead or Supervisor TQM Agent, and one (1) TQM Breaker position or six (6) total positions per AM and PM shift. This equates to a minimum total of ninety-six (96) billable hours per day for all positions. Start times to AM and PM shifts can be staggered to adequately cover the required hours of operation as long as at least two (2) staff members are present at the beginning and end of the operation.

At the DEN Program Manager's sole discretion, the SP may be required to amend the minimum number of positions required, including hours of service and personnel, as identified to maintain TQM program goals or Additional Service goal, changes to security protocols, technology, or other operational factors at the agreed upon hourly rate.

4. BILLING FOR SPECIAL PROJECTS

Billing for Special Projects (not related to the TQM Program) will be sent to the DEN Program Manager for approval and forwarded to the responsible party (the City, DEN 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. If a premium rate is established, it 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 will be equivalent to current TQM hourly rates for that contract year.

5. PAID TIME OFF (PTO) PAY

5.1. Minimum and Accrual Dates

5.1.1. Minimum Paid Time Off:

At a minimum, the SP's eligible 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, sixty-four (64) hours of paid time off during their third year of continuous service, seventy-two (72) hours of paid time off during their fourth year of continuous service, and eighty (80) hours of paid time off during their fifth year of continuous service at Denver International Airport under this Agreement.

5.1.2. Service Provider's Employees Who Began Working at DEN Prior to the Start of this Agreement:

Will accrue Paid Time Off / Vacation hours pay based upon their anniversary of continuous years of service with SP.

6. ELIGIBLE TRANSIT PASS PROGRAM

6.1. The SP agrees to provide all staff proposed under this process (the "Eligible Employees") with transit passes. Such passes shall be purchased in accordance with an approved plan provided by the Regional Transportation District (the "RTD Pass").

6.2. The SP shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.

6.3. For every month that the SP provides RTD Passes for Eligible Employees, DEN shall reimburse the SP 75%, or a percentage that is mutually agreed upon by the SP and DEN based on the SP's transit pass cost that was paid for each Eligible Employee that accepts and utilizes the RTD Pass.

6.4. The SP agrees to provide DEN with the following information:

6.4.1. A copy of the contract relating to the transit plan between the SP and RTD;

6.4.2. A monthly report of all Eligible Employees who have and have not accepted the RTD Pass; and

6.4.3. A detailed invoice with the cost of the transit plan clearly identifiable.

6.5. The SP agrees that any duly authorized representative of DEN shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.

6.6. Any Eligible Employee who accepts a RTD Pass under this program will not be eligible to receive an employee parking permit in the DEN Employee Parking Lot. If an employee parking permit is issued in lieu of a RTD Pass, the cost of monthly parking at

present and future rates shall be borne by the SP.

7. COMPLIANCE AND INCENTIVE PROGRAM

In consideration of the SP's performance, DEN shall administer a quarterly compliance and incentive program to evaluate general areas such as, but not limited to, On-Site Management Performance, Employee Performance, Customer Service, Data Measurement and Diverting/Checkpoint Wait Time Statistics, which is further detailed in Appendix A.

SECTION 4 - OBLIGATIONS OF SERVICE PROVIDER (SP)

1. GENERAL PERSONNEL REQUIREMENTS AND CUSTOMER SERVICE

Personnel shall be in good physical condition and health, fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion.

SP personnel shall speak fluent and coherent English, be strictly impartial with regard to services rendered and shall be polite under all circumstances, delivering exceptional customer service at all times. Exceptional customer service includes, but is not limited to, the following: active listening, creating an inviting customer service environment, being polite and engaging, satisfying customer expectations, taking ownership of the customer's issue or concern, and thanking the customer. Under no circumstance shall any employee or representative of the SP be loud, rude, boisterous or use profane or abusive language in the presence of any customer or on Airport property.

The public perception of SP personnel must be one of customer service excellence, 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 customer service behavior.

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 Airport's Chief Executive Officer 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. Colorado Bureau of Investigation background record check
5. 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.

3. SECURITY REQUIREMENTS

- 3.1.** Prior to assignment to Denver International Airport, all personnel must have undergone a fingerprint based Criminal History Records Check (CHRC) and be issued a DEN Airport ID badge.
- 3.2.** 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 conducted by DEN Airport Security and included in the personnel file provided to the City. Any costs associated with a CHRC and Identity Verification shall not be reimbursable, and the SP shall bear the expenses.

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 DEN Chief Executive Officer or Designee 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 DEN Chief Executive Officer or his/her designee.

5. TRAINING

- 5.1.** SP employees assigned to new positions shall be oriented and instructed by an appropriate training officer in areas as further outlined in Paragraph 6 – Fields of Instruction, before commencing their tour of duty. This shall include 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 and shall be considered sufficiently comprehensive so that personnel may effectively and efficiently perform the duties prior to their new assignment. The DEN Program Manager shall have the option of determining the assignment of personnel for each post serviced under this Agreement.
- 5.2.** 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.
- 5.3.** It shall be a specific requirement of this Agreement that all training provided for personnel services at Denver International Airport shall be at the SP's expense and the SP shall not request additional remuneration for training provided to its employees.
- 5.4.** The SP shall provide the DEN 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. FIELDS OF INSTRUCTION

6.1. 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.

6.2. Prior to assignment at Denver International Airport, the following training must be completed:

6.2.1. Airport Security ID Badge Training provided by DEN Security

6.2.2. Customer Service Training developed by SP and approved by Program Manager

6.2.3. Terminal Operations or DEN 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; automated external defibrillator use; radio, telephone and electronics device use; customer service expectations and other areas as may be required.

6.2.4. 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.

6.2.5. Care and handling of aggressive and violent behavior

6.2.6. Emergency preparedness training, tornado training or other training designated by the PM and provided by DEN (1-hour, at minimum)

7. COMMUNICATIONS REQUIREMENTS

The SP will be required to attend certain meetings as determined by the Program Manager. Communication between the SP Manager and the Program Manager is a key to the overall success of the program.

8. SPECIFIC POSITION REQUIREMENTS

8.1. Queue Associate (TQM Agent) and Queue Lead or Supervisor (TQM Lead)

Queue Associates and Queue Leads furnished under this Agreement shall possess a high school diploma or a GED. All Queue Associates and Queue Leads must meet the training requirements set forth in Sections 5 and 6 of this Agreement. All Queue Associates and

Queue Leads 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.

Essential Duties

1. *Provide wayfinding and customer services to the general public*
2. *Manage the queue systems at each of the TSA security checkpoints including verification of appropriate credentials prior to entering into the queue systems*
3. *Checkpoint Diverting. Maintain equal utilization of all TSA security checkpoints by diverting passengers to the checkpoints with the lowest wait time, being mindful of passenger walk times required to move from one location to another*
4. *Data Metrics. Log and report checkpoint data metrics to include checkpoint wait times, available screening lanes, travel document check positions, and other checkpoint data*
5. *Follow established post orders*
6. *Manage line systems that extend beyond the queues*
7. *Ensure customers access the appropriate queue system (i.e. Premium, General, Registered Traveler, Employee, Crew, Pre-Check, etc.)*
8. *Provide general public with protocols on divesting personal items into approved screening tubs*
9. *Maintain stanchion inventory by providing routine maintenance*
10. *Assists TSA Screening Checkpoint efficiency by providing essential customer service prior to accessing the Travel Document Check (TDC) podium*
11. *Reports security threats, fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the airport management*
12. *Assists customers by providing facility information, airport operations information, wayfinding, and other general customer service inquiries*
13. *Observe all common safety and security practices*
14. *Assist customers in wayfinding and movement to appropriately designated areas in the event of an evacuation or emergency*
15. *Performs other related duties as assigned or requested*

Minimum Qualifications (Queue Associate/TQM Agent and Queue Lead/TQM Lead):

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 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 policies, procedures, rules or regulations as outlined by the SP, TSA or DEN*
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.*

8.2. SP Manager

The SP Manager furnished under this Agreement shall possess a high school diploma, and three-years' experience managing staff in the fields of hospitality, customer service, security, or law enforcement. Additional appropriate education may be substituted for one year of the minimum experience requirement. The SP Manager 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.

Essential Duties:

1. *Manage the TQM operation, ensuring the efficient and safe passenger flow through the TSA security checkpoints at DEN*
2. *Create a staffing plan that meets passenger demands and TSA passenger forecasts*
3. *Ensure TQM staff is in assigned positions and on time, following established post orders*
4. *Checkpoint Diverting. Ensures TQM staff remain focused on reducing passenger wait times while balancing passengers between the checkpoints*
5. *Line Management. Ensures TQM staff monitors line management events and irregular operations*
6. *Ensures TQM staff participates in daily operational briefings*
7. *Work cooperatively with TSA, law enforcement, and other government agencies, tenants, airline operators, and other city employees to facilitate cooperation*
8. *Coaching and Counseling of TQM staff to ensure continuous improvement of TQM Program*
9. *Attend regular meetings with the DEN Program Manager*
10. *Monitor checkpoint data metrics to ensure compliance with goals as determined by airport management*
11. *Ensure compliance with quarterly incentive program goals*
12. *Assist TQM staff during irregular operations to ensure checkpoint efficiency*
13. *Manage the stanchion maintenance program*
14. *Promote a continuous improvement environment among TQM staff*
15. *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; leads 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 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*

9. SCHEDULING OF PERSONNEL

- 9.1. The SP shall not assign any person to perform TQM services hereunder who has worked for the SP in any capacity in excess of twelve (12) hours per twenty- four (24) hour period or sixty (60) hours per week, with the exception of emergency situations.
- 9.2. The SP must allow, at a minimum, eight (8) hours between the end of a person's shift and the beginning of their next shift.
- 9.3. 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.
- 9.4. The above requirements may be waived by the Program Manager, in writing, at his/her sole discretion.

10. REPORTS

- 10.1. The SP shall be required to provide written reports pertaining to applicable incidents involving the TQM Program, safety, security, and customer service at the checkpoints to the Denver International Airport Program Manager. Written reports must be received within 24 hours of the incident.
- 10.2. 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.

10.3. All information must be available to the Program Manager upon request.

11. UNIFORMS AND APPEARANCE

11.1. Uniforms must be consistent among TQM personnel or consistent to specific roles that may be assigned as Additional Services. The color and design of the uniform 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. Further, the PM may require the SP wear a DEN selected uniform brand and style, however the cost of uniforms shall be borne by the SP. TQM Agents must be well groomed and maintain appropriate hygiene.

11.2. Uniform TQM Agent: Dress shall consist of, at minimum, dress shirt and dress pants/slacks, and appropriate footwear. Footwear/shoe types are approved by the Program Manager. The uniform may be changed during the term of this Agreement with the consent and approval of the Program Manager.

12. EQUIPMENT/ OFFICE SPACE 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:

12.1. OFFICE AND BREAKROOM SPACE: DEN will provide office and breakroom space to the SP, with the understanding that it is on a “space available” basis. DEN can, at any time, request that the SP relocate in the event that it leases the space the SP currently occupies. SP will be required to contract with DEN for all telephone and/or data lines through DEN Tenant Services Program. The SP will not be reimbursed for any upgrades it has made to office space in the event of a re-location, except that, should the SP be asked to relinquish their “space available” offices by DEN, any telephone and/or data lines installed and paid for by the SP will be relocated to new office space by DEN or the cost of moving the lines will be reimbursed by DEN. All office support equipment will be supplied by the SP. The SP shall maintain its office and other work areas in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced. The SP will not allow rubbish or trash to accumulate in its employees’ work areas. The SP will not be reimbursed for any cleaning costs enumerated above.

12.2. RADIOS, KEYS AND CELL PHONES: DEN will provide twelve (12) handheld two-way radios with batteries along with twelve (12) additional-spare batteries for use by lead and regular TQM agents under the Agreement. The SP will store the radios and batteries at DEN and rotate the radios to appropriate personnel. In no event shall the radios or batteries leave DEN. The SP must arrange appropriate radio communication training with Terminal Operations for agents prior to radio use. DEN will bill the SP for costs associated with the repair or replacement of radios and batteries due to misuse, loss, or an agent's failure to follow procedures for use. Radios provided must remain on an agreed upon channel at all times. SP agents will use radios for direct screening operations discussion only. All other internal business must occur via cell phone or via separate

radios provided by the SP. The SP must establish appropriate call signs for all agents prior to conducting any radio communication.

12.2.1. DEN 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.

12.2.2. 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 key and identifying each office 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.

12.2.3. At a minimum, the TQM Lead and SP Manager must have a cell phone for communication with necessary DEN personnel during TQM operational hours. Cell phones required for the program must be provided by the SP at their own expense.

12.3. ADDITIONAL EQUIPMENT ACQUISITION

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 DEN.

13. 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 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.

14. AIRPORT SECURITY

14.1. 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.

14.2. 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 DEN 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.

14.3. 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.

15. 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.

16. 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.

17. 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.

18. USE OR POSSESSION OF ALCOHOL OR DRUGS

18.1. 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.

18.2. 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.

18.3. 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.

SECTION 5 - 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. The City will pay only for hours actually worked.

The City ***will not*** compensate the SP for overtime or additional hours worked by its employees unless written approval is received from DEN 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

DEN 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. 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.

4. 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/her 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 (deemed as less than 90% attendance rate per described position, over a 2-week service period)	\$100 per position per incident
2. Incomplete, unacceptable, dirty uniform to include unacceptable hygiene	\$50.00 per documented incident
3. Late appearance of employee for work / Failure to follow post orders	\$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 document or provide inaccurate checkpoint/queue metrics	\$500.00 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 City 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 6 - 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 Program 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, 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 Compliance and Incentive Program

1. COMPLIANCE AND INCENTIVE PROGRAM

The Compliance and Incentive Program will be administered quarterly and will consist of general areas such as, but not limited to, On-Site Management Performance, Employee Performance, Customer Service, Data Measurement and Diverting/Checkpoint Wait Time Statistics. 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.

2. 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.

3. INCENTIVE PROGRAM REVIEW BOARD

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

1. SP Manager
 2. DEN Program Manager
 3. Additional City or Outside employee (chosen by the DEN Program Manager)
 4. Any substitution of the above must be pre-approved by the DEN Program 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 DEN Program 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.

4. INCENTIVE PROGRAM QUARTERLY AWARD AND PAYMENTS

Maximum amount of the quarterly incentive will be 1.5% of the applicable quarter's actual billing gross amount. This must be verified by the DEN Program Manager. Should the billing cycle not coincide with the quarterly review period, the DEN Program Manager will delay preparing the approval letter sent to SP until the entire quarter's invoicing is complete.

Any and all amounts in excess of the stated compensation, which are paid to the SP as a result of the Incentive Program are intended to encourage and reward the highest quality performance by the SP and its DEN site employees. The SP shall be required to share all net Incentive Payments, as further defined in the Incentive Scale under this provision, with its DEN site employees. The SP shall furnish to the City a record of the quarterly employee distribution which it makes as required by this section within 15 days after the date of such distribution. 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 and approved by the City will be reimbursed through the billing process
- Deductions for “non-performance or substandard performance”.

Incentive Program Worksheet

(All proposed incentive areas and scoring process can be amended prior to start of new quarter, as agreed by SP and DEN Program Manager)

GENERAL AREAS & CATEGORIES:	MAX POINTS	SCORING
1. On-Site Management Performance	35	
<i>a. Billing Accuracy</i>	[5]	
<i>b. Employee Attendance</i>	[15]	
<i>c. Employee Retention</i>	[10]	
<i>d. Responsiveness to City Requests (including queue and stanchion management)</i>	[5]	
2. Employee Performance	30	
<i>a. Employee Audits & Observations</i>	[10]	
<i>b. Training Requirements (50%)</i>	[5]	
<i>c. Task Guideline Knowledge Tests & Observations (90% verbal; 50% written)</i>	[5]	
<i>d. Customer Feedback</i>	[10]	
3. Diverting	35	
<i>a. Diverting / Checkpoint Wait Times within the established goal of 8 minutes (as determined by metric data sources from TQM, TSA and outside vendor checkpoint times)</i>	[35]	
TOTALS	100	

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	35	32	33	32
Employee Performance/Customer Service	30	26	28	28
Diverting/Checkpoint Wait Times	35	33	33	33
TOTALS	100	91	94	93
FINAL SCORE		91	94	93

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

<i>95-100 points</i>	<i>1.5% of Applicable and Approved Billing Invoices for Quarter</i>
<i>85-94 points</i>	<i>1.0% of Applicable and Approved Billing Invoices for Quarter</i>
<i>75-84 points</i>	<i>0.5% of Applicable and Approved Billing Invoices for Quarter</i>
<i>74 points or below</i>	<i>No Incentive for the Quarter</i>

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES AGREEMENT**

A. Certificate Holder

The certificate shall be issued to: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard, Suite 8810
Denver CO 80249
Attn: Risk Management

B. Acceptable Certificate of Insurance Form and Submission Instructions

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) certificate is required.
- SUBMIT via emailed in pdf format to: contractadmininvoices@flydenver.com
- ELECTRONIC CERTIFICATES are required, hard copy documents will not be accepted.
- THIRD PARTY SOFTWARE may be implemented during the term of this Agreement to manage insurance compliance and documents with required use by Vendor of such system.
- REFERENCE on the certificate must include the DEN assigned Contract Number.

C. Coverages and Limits

1. Commercial General Liability:

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual aggregate must be maintained.

- a. Coverage shall include contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.

2. Business Automobile Liability:

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and unescorted airside driving privileges are required, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises.
- d. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.

- e. If Contractor is an individual or represents that Contractor does not own any motor vehicles and Contractor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
 - f. If Contractor will be completing all services to DEN under this Agreement remotely this requirement will be waived.
3. **Workers' Compensation and Employer's Liability Insurance:**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- a. If Contractor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage and executing all required documentation with the State of Colorado.
4. **Property Insurance:**
Contractor is solely responsible for any loss or damage to their real or personal property including, without limitation, property, materials, tools, equipment, and structures. If Contractor carries property insurance on its personal property located on DEN premises, a waiver of subrogation as outlined in Section E will be required from its insurer.
5. **Excess/Umbrella Liability:**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project and/or Contract Number and project description shall be noted on the Certificate of Insurance.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverages required under this Agreement, Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers by policy endorsement.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.

3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

H. Additional Provisions

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required minimum per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage remains in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance of any submitted insurance certificate is subject to the approval of DEN Risk Management. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes, modifications or interlineations to insurance coverage required under this Agreement shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.
14. Contractor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.

EXHIBIT D

**CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION**

PERFORMANCE AND PAYMENT BOND Bond No. 60141006

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned American Automation, Inc. DBA
American Automation Security, Inc.

a corporation organized and existing under and by virtue of the laws of the State of Colorado,
hereafter referred to as the "Contractor", and Capital Indemnity Corporation

a corporation organized and existing under and by virtue of the laws of the State of Wisconsin

and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to as the "City", in the penal sum of **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written contract with the City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete **PO NO. 202159129**, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: (Company name) **American Automation, Inc. DBA
American Automation Security, Inc**
Contract No: «Contract_No» #202159129
Project Name: «Project_Name» Security Guard Services
Contract Amount: \$50,000.
Performance and Payment Bond No.: 60141006

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Capitol Indemnity Corporation insurance company, on March 15, 2022.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at Brett Palmer, (801)566-7272

Thank you.

Sincerely,



PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

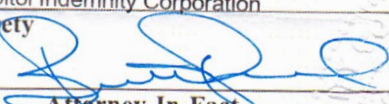
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 15th day of March, 2022.

American Automation, Inc. DBA
American Automation Security, Inc.

Contractor

By: _____
President

Capitol Indemnity Corporation
Surety

By:  _____
Attorney-In-Fact Brett Palmer

Attest:

Secretary

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION

Signatures by CAO and the Mayor
will be provided at a later date and
shall be fully incorporated herein.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60141006

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- ALAN C. ANDERSON; DANISE WORWOOD; DAVID T. SMEDLEY; MICHAEL R VOWLES; BRETT PALMER; ROBYN B. JENSEN -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



CAPITOL INDEMNITY CORPORATION

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 20____.



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary

Exhibit F

TOTAL QUEUE MANAGEMENT (TQM) SERVICES 202159129

**AMERICAN AUTOMATION, INC.
APRIL 06, 2022**



MWBE UTILIZATION PLAN

The MWBE Utilization Plan should be innovative and comprehensive, describe an open, transparent, responsive approach and address the program fundamentals listed below. Identify key personnel (name, title, email, and phone number) and their duties as it relates to the execution to the components of the Utilization Plan, specifically:

Lisa R. Buckley, CEO

lr Buckley@americanautomation.com

Phone: (o) 720- 529-0764 (c) 303-591-3687

Lisa Buckley will serve as Project Manager on the TQM project which will include responsibilities for the MWBE Utilization plan. This will include but is not limited to:

1. Establishment and tracking of key metrics
 2. Execution of internal training
 3. Coordination with key vendors and consultants in execution of plan
 4. Chair of the American Automation Diversity Committee
 5. Attendance at any key meetings required by DEN in terms of MWBE/Diversity and Inclusion
- *B2GNow (Small Business Certification and Contract Management System) User,*
Jil Patetico, User jpatetico@americanautomation.com 720-739-4900 x1
Lisa Buckley, Administrator lr Buckley@americanautomation.com 303-591-3687
 - *Project Manager(s)*
Lisa Buckley lr Buckley@americanautomation.com 303-591-3687
 - *Controller*
Anu Mittal amittal@americanautomation.com 720-739-4900 x 2
 - *Superintendent (if applicable)*
N/A
 - *Outreach/Community Engagement Coordinator (if applicable).*
Lisa Buckley lr Buckley@americanautomation.com 303-591-3687

Provide creative strategies to incorporate new MWBE partners inclusive of but not limited to: provide an ongoing list of certified firms that provide capability statements and which of those certified firms were contacted regarding solicitations related to this project.

Statement of Partnership

As a MWBE Company we could not be more humbled, proud, and excited present this summary as the Prime Contractor. As effort 20 years in the making, in order to be able to lead such a visibly important project at DEN, which is the type of project we have strived for in our entrepreneurial career.

As Prime on this contract, we believe after 20+ years in business, and experience of a variety of projects, clients, and situations, we are up to the challenge. Especially with having HSS as our Sub Consultant, we are approaching this project with the intend to leverage both our strengths. American Automation with its proven ability to provide custom solutions that are customer based that leverage technology; and HSS who has effectively ran the TQM Project at DEN for over 10 years – with the required achievement of technical, regulatory, and Airport Operation’s needs – we believe is a partnership that will achieve success on many fronts.

- American Automation Security Prime Contractor at DEN on the TQM Project
- The opportunity for a MWBE firm to lead a very visible and impactful project that touches every traveler
- Leverage the “collective memory and knowledge” of the HSS Team in regard to key TQM Technical operations
- Ability to allow American Automation to have even greater visibility and to learn on a higher-level DEN operations
- American Automation to take TQM to another level with the customer at the forefront, and using technology as a key enabler
- Continuing to further diversity and inclusion at DEN not only as a diverse company, but also in our employees and staff

Training Plan

We have worked to have a comprehensive training plan that will further DE&I, Operational Excellence, employee hiring and retention. This training will be for American Automation employees internally. As such we will have ongoing training on a monthly basis in the following areas:

1. Diversity, Equity and Inclusion
2. Sexual Harassment
3. Customer Satisfaction
4. Diffusing Difficult Situations
5. Ethics and Professionalism
6. Agent Orientation I
7. Emergency Operations
8. Effective Communications
9. Understanding Airport Regulations
10. Effective Leadership
11. Aviation Safety

Partnering Plan Training Plan

We will provide ongoing training on an annual basis to support our Agents. When fully staffed including FT and PT we will have 20 teammates dedicated to the TQM project. Our annual training plan includes key training focused on Diversity, Equity and Inclusion, as well as Operational Excellence. This training will be

for American Automation internal employees.

On this project the following resources will be provided:

- ✓ HSS Training Plans
 - Leverage the span of training depth that HSS has
 - This will include but is not limited to Corporate Diversity, Regulatory, etc.
 - Building Airport Operations Capacity – learning lessons from other HSS Airport projects throughout the US
- ✓ Bonding Support
 - Available if needed
 - Expanded payment terms to HSS whereby HSS will have terms that include “pay when paid,” and net 60 payment terms. This is because HSS is a large business, and the City and County Denver payment terms are net 30.
 - For MWBE firms on this contract we will pay upon receipt
- ✓ Recruiting Support
 - Work with HSS HR to increase our capacity of attracting talent
 - Increased number of job fairs, and recruiting activities
- ✓ Technical Operational Consulting
 - Identifying and working with key transition phase deliverables TQM transitions from HSS to American Automation
 - Introductions and support to develop key operational relationships with the Airport Operations, Airlines, TSA, and other key stakeholders. Here the goal is to build a strong level of communication and trust to enable American Automation to begin to institute and deliver on TQM project goals from day one.

MWBE Participation

American Automation would really like to leverage this project to have a mentoring initiative whereby collectively with HSS, we can work to identify potential companies and/or individuals that we can build long term relationships. This would be pipeline for both career paths and business growth in Airport Operations.

We will be in total compliance with DSBO Rules and Regulations and ordinances regarding the MWBE Program.

Our plan is to partner with Metro State in their Hospitality and Aviation Management degree programs. Not just from a recruiting perspective for new hires, but also to build a pipeline for those graduates that may seek to have an entrepreneurial career path that of a Sr. Manager that focuses on Airport Operations and Customer service.

Additionally, since we are a services business, we have already added MWBE to add companies to our list of vendors

Absolute Promo – Talia Bond

- Plan is to provide various marketing and brand specific items
- This would include pens, lanyards, bags, etc.

Dr. Pamela Smith, Diversity Consultant

- Competition of over 12 hours 1:1 interviews with current Agents
- Get their insights on how they would like to work with American Automation, grow our culture to promote even greater levels of diversity

Also, we will seek out MWBE firms that will serve as subcontractors on this project. Especially those that have a proven record in customer satisfaction and support.

These deliverables will be tracked on a Weekly and Monthly basis. It will include, but not be limited the following:

- ✓ Census of diverse Agents on the contract
- ✓ Census of diverse Leads on the contract
- ✓ Evaluation of diverse/MWBE firms as subcontractors and vendors
- ✓ Number of hours of training on DE&I and summary of courses completed
- ✓ Attendance of PM and Leads on DE&I Leadership training
- ✓ Participation in annual Culture of Care initiative
- ✓ Execution of Diversity Week Annual beginning in October 2022

Given the size of the contract we do not anticipate having bidders list. However, we will seek out to work with key organizations such Hispanic Contractors (HCC), COMTO Colorado, etc. to gain access to diverse businesses that have the expertise that we seek.

We will staff the project with Subcontractor as follows. Again, this is due to the fact that HSS is a large business.

American Automation - 89%

Project Manager -1

Lead – 1

TQM Agents - 12

HSS - 11%

TQM Agents – 2

Operational Consultants – Will provide technical and recruiting support to the American Automation Team. Of note -- they will not be assigned as an FTE to this project.

HSS has many capabilities. However, should they not be able to meet their obligations on this contract, we will work with our key contacts to identify other MWBE companies that can support us as a subcontractor.

Communication Project and Involvement

Once American Automation was notified of the desire to enter into negotiations by the City and County of Denver, we immediately began our transition plan which includes key communications in the following areas which we will continue throughout the contract. Lisa Buckley, who will serve as the Project Manager will be responsible for communications and interactions with MWBE firms.

Operational Excellence

- Ensuring all subcontractors – including MWBE contractors are aware of and will adhere to requirements of Safety, Accounting, Billing, Quality and Accuracy in products and or services provided
- Working to have clear and open communications in the areas outlined above
- Additionally ensuring where appropriate that subcontractors participate and arm in training afforded to American Automation employees
- Should there be any issues related to payment accuracy, prompt pay, etc. we will work to resolve as best as possible without having to engage legal counsel.
- To ensure this happens we will ensure we have quarterly accounting reviews to address any issues of this nature before they arise.
- Also, depending on the agreement with the subcontractor we have annual audits of their invoicing beginning 2023.

Training Plan

- ✚ As noted above we will effectively communicate and share our training courses with our subcontractor employees as appropriate

Branding and Uniforms

- ✚ With respect to branding and uniforms, we will work to ensure that we have consistent look feel and execution of the DEN brand across all deliverables

Regulatory

- ✚ Working to ensure understanding and execution of regulatory requirements

Should we be contacted by a MWBE firm to provide services to us, we will work to set up a meeting within a short period of time, usually less than 30 days for a Capability Brief. Also, should the goods or services that they provide are not a need of ours, we will work to recommend them to other Prime Contractors we know that may be in needs of their goods and/or services. Lisa Buckley will be responsible for the meetings and be attended by Ms. Buckley and the TQM Leads.

Promotion of Small Businesses

American Automation has worked since its inception to develop and promote MWBE small businesses.

We have done this in a variety of ways, in terms of one-on-one mentoring, supporting various Minority Business Organizations and the like. This includes but is not limited to: Professional Organizations:

- COMTO Colorado – Former Vice President
- HCC – Current Board Member
- ACG – Diversity Committee

Additionally, we have also supported MWBE firms as vendors

- The Howard Group – Marketing
- Loretta Eggleton - Accounting Services
- Olena Ruth – Legal Services
- Pamela Smith – HR Consultant

American Automation has worked since its inception to develop and promote MWBE small businesses.

Over the years, we have prided ourselves on the level of self-performance of projects that we have completed. This has allowed us to have “strong bench strength” in terms of executing on operational excellence. With this we ongoing work to elevate the performance of our staff whereby they can truly have a great place to work and know that we care and support their development. This as well includes a strong commitment for promotion from within and the ability for them to expand their careers with American Automation. As such we have an evolving training and development program as well as competitive benefits program as well.



DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO) COMMITMENT TO MWBE PARTICIPATION

This page must be completed by all Bidders/Proposers to indicate their commitment towards satisfying the MWBE participation goal. The commitment will be incorporated into the contract and thereby the selected Bidder/Proposer's will be held to that commitment. (Please check the appropriate box):

COMPLETE IF YOU ARE A NON MWBE PRIME:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is committed to meeting _____% MWBE Participation on the contract.

COMPLETE IF YOU ARE A MWBE PRIME:

The City and County of Denver has specified a 10% MWBE Participation goal on this project. The Bidder/Proposer is a certified MWBE with the City and County of Denver and is committed to meeting 89% MWBE Participation on the contract.

COMPLETE IF YOU ARE UNABLE TO MEET PROJECT GOAL:

The City and County of Denver has specified a _____% MWBE Participation goal on this project. The Bidder/Proposer is unable to meet this project goal but is committed to a _____% MWBE Participation on the contract. The Bidder/Proposer must make adequate good faith efforts to meet this goal in order to be deemed responsive. The Bidder/Proposer must submit a detailed statement and documentation of their good faith efforts. Award of the contract will be conditioned on meeting the requirements of this section, in accordance of Chapter 28 of the D.R.M.C. to the Division of Small Business Opportunity.

The undersigned Bidder/Proposer hereby agrees and understands that they must comply with their MWBE commitments in this project in conformity with the Requirements, Terms, and Conditions of this MWBE Procurement/Contract Language.

Bidder/Proposer (Name of Firm): American Automation Security

Firm's Representative: Lisa R. Nassardeen-Buckley

Title: CEO

Signature (Firm's Representative): *Lisa R. Nassardeen-Buckley* Date: 8/21/21

Address: 7887 E. Belleview Ave., Suite 1100

City: Englewood

State: CO

Zip: 80011

Phone: 720-529-0764

Email: lruckley@americanautomation.com



**DIVISION OF SMALL BUSINESS OPPORTUNITY (DSBO)
1B - LIST OF PROPOSED SUBCONTRACTORS,
SUBCONSULTANTS, AND/OR SUPPLIERS**

City & County of Denver Contract No.: RFP No. 202159129

To be completed by all proposers/submitters including certified self-performing firms.

Please list all known firms the undersigned proposes to utilize. **This form shall be utilized for RFQ/RFP/On-Call or any other procurements DSBO deems required with undetermined dollar amount associated with the proposed firms work.** Any certified firm listed must be certified by the City and County of Denver. If additional pages are required, please copy and attach the second page. Form 1A must be updated and submitted to DSBO upon contract execution and when subcontractors, subconsultants, and/or suppliers are added throughout the contract duration.

Contractor/Consultant		
Name of Firm: American Automation Security		<input checked="" type="checkbox"/> MWBE (v) <input checked="" type="checkbox"/> SBE (v) <input checked="" type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Lisa R. Nassardeen-Buckley		
Signature: <i>Lisa R. Nassardeen-Buckley</i>		Date: 8/21/21
Address: 7887 E. Belleview Ave., Suite 1100		
City: Englewood	State: CO	Zip: 80011
Phone: 720-529-0764	Email: lruckley@americanautomation.com	
Total Proposed Contract Value \$: 1,700,000	Self-Performing Contract Value \$: 1,513,000	

Subcontractors, Subconsultants, and/or Suppliers		
Name of Firm: HSS		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative: Christopher Hopkins		
Phone: 720-470-5152	Email: christopher.hopkins@hss-us.com	
Type of Service: Que Staffing and Technical Support		

Name of Firm: N/A		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Phone:	
Type of Service:		

Name of Firm: N/A		<input type="checkbox"/> MWBE (v) <input type="checkbox"/> SBE (v) <input type="checkbox"/> DBE (v) <input type="checkbox"/> EBE (v)
Firm's Representative:		
Phone:	Phone:	
Type of Service: N/A		



Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					

Name of Firm: N/A		<input type="checkbox"/> MWBE (v)	<input type="checkbox"/> SBE (v)	<input type="checkbox"/> DBE (v)	<input type="checkbox"/> EBE (v)
Firm's Representative:					
Phone:			Email:		
Type of Service:					



April 10, 2022

American Automation MWBE Signatory Page

This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, American Automation Security shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by American Automation Security and approved by DSBO, beginning in April of 2023 or at the request of DSBO.

Submitted by:

Lisa R. Buckley

Lisa R. Buckley
CEO
American Automation

Accepted by:

Brittany Eroen 4/13/2022
Brittany Eroen
Compliance Supervisor, DSBO
(delegated authority from DSBO Director)