

## 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 **LAZ PARKING MIDWEST, LLC**, a Connecticut limited liability company 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 Shuttle Bus 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 the Contractor; and desires to obtain professional Shuttle Bus services; and

**WHEREAS**, Contractor’s proposal was selected for award of the Shuttle Bus services (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; and

**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 the DEN Parking and Transportation. 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. Without requiring amendment to this Agreement, the City may, through an authorization or similar form issued by the CEO and signed by Contractor, 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. 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**”). 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 a 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 January 31, 2032, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for **three additional years**, 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 contained in this Agreement 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 thirty (30) days’ prior 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 breaches this Agreement, 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 **Three Hundred Seventy-One Million Ninety-Eight Thousand Nine Hundred Eighty-Three Dollars and Forty-One Cents (\$371,098,983.41)** ("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 Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

**D. Basis for Contractor's Fee.** Contractor's fee is based on the time required by its professionals to complete the services under this Agreement. Individual hourly rates are set forth in *Exhibit B* ("Rates").

**E. 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.

**F. Invoices.** On or before the fifteenth (15<sup>th</sup>) 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](mailto: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.

**G. Timesheets.** Contractor shall maintain all timesheets (if required) kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

**H. 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.

**I. 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 Article V of Chapter 28, Denver Revised Municipal Code ("D.R.M.C."), designated as §§ 28-117 to 28-199 (the "DSBO Ordinance"); and any Rules and Regulations promulgated pursuant thereto. The contract goal for MWBE participation established for this Agreement by the Division of Small Business Opportunity ("DSBO") is 7%.
- ii. Under § 28-132, D.R.M.C., the Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was

awarded, unless there is a change in the work by the City under § 28-133, D.R.M.C. The Contractor acknowledges that:

- a. If directed by DSBO, the Contractor is required to develop and comply with the Equity, Diversity and Inclusion Plan (“**EDI Plan**”) attached as ***Exhibit D*** and as it may be modified in the future by DSBO. Unless a separate Utilization Plan is required in accordance with § 28-62(b), D.R.M.C., the EDI Plan shall constitute the Utilization Plan required by § 28-62(b). Along with the EDI Plan and Utilization Plan requirements, the 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 EDI Plan and/or Utilization Plan and achieving the MWBE participation goal. The EDI Plan and Utilization Plan is subject to modification by DSBO.
- b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, the Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under § 28-133, D.R.M.C., regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
- c. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification 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 subcontractors shall be subject to the original goal on the contract. The Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with §§ 28-133, D.R.M.C. The Contractor must also satisfy the requirements under §§ 28-128 and 28-136, D.R.M.C., with regard to changes in MWBE scope or participation. The Contractor shall supply to DSBO all required documentation under §§ 28-128, 28-133, and 28-136, D.R.M.C., with respect to the modified dollar value or work under the contract.
- e. If applicable, for contracts of one million dollars (\$1,000,000.00) and over, the Contractor is required to comply with § 28-135, D.R.M.C., regarding prompt payment to MWBEs. Payment to



MWBE subcontractors shall be made by no later than thirty-five (35) days after receipt of the MWBE subcontractor's invoice.

- f. Termination or substitution of an SBE subcontractor requires compliance with § 28-136, D.R.M.C.
- g. Failure to comply with these provisions may subject the Contractor to sanctions set forth in § 28-139 of the DSBO Ordinance.
- h. Should any questions arise regarding DSBO requirements, the Contractor should consult the DSBO Ordinance or may contact the 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 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](mailto: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, reproducible copies, and other deliverables 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 must be received and accepted by the City 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. 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 **Three Million Dollars (\$3,000,000.00)** 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 the 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 Three Million Dollars (\$3,000,000.00). 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 E***. 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.

## **9. 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.

## **10. DISPUTES:**

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:

LAZ Parking Midwest, LLC  
One Financial Plaza, 14th Floor  
Hartford, CT 06103  
Attn: Legal Department

- 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, 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.

**U.** 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. No Discrimination in Employment.** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**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, 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. 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.
- iii. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work 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.

### **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 B: Rates  
 Exhibit C: Insurance Requirements  
 Exhibit D: EDI Plan  
 Exhibit E: Payment/Performance Bond  
 Exhibit F: Lease Form

**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 Section 17 hereof  
 Exhibit A  
 Exhibit B  
 Exhibit C  
 Exhibit D  
 Exhibit E  
 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-202368959-00  
**Contractor Name:** LAZ PARKING MIDWEST LLC

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

**SEAL** **CITY AND COUNTY OF DENVER:**

**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

PLANE-202368959-00  
LAZ PARKING MIDWEST LLC

By:  DocuSigned by:  
2A79716D65E94D3...

Name: Michael Kuziak  
(please print)

Title: COO  
(please print)

ATTEST: [if required]

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

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

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



## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in the Contract.

#### GENERAL CIVIL RIGHTS PROVISIONS

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

This provision binds the Contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Compliance with Nondiscrimination Requirements

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

#### OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to

## **APPENDIX**

### **Federal Aviation Administration Required Contract Provisions**

#### **ALL CONTRACTS – NON-AIP FUNDED**

the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**EXHIBIT A****Scope of Work**

Contractor shall provide all personnel, materials, vehicles, equipment, supervision, and other items necessary to (1) manage, operate, maintain, provide the vehicles, and other related services that are required for a Comprehensive Shuttle Bus Service at the Airport, (2) ensure compliance with all applicable laws, rules, regulations, and standards for busing operations, and (3) establish and maintain superior levels of customer service.

Contractor shall operate the Comprehensive Shuttle Bus Service, detailed herein, in compliance with goals, policies and procedures which are set forth by the Senior Vice President (SVP) or his/her designee. The SVP or his/her designee may revise the applicable policies and procedures by delivering a written notice to the Contractor thirty days in advance. Contractor's personnel shall be trained in the use and application of applicable required goals, policies and procedures and shall be furnished copies for reference.

Contractor shall maintain close communication and coordination with the SVP or his/her designee concerning its performance of the Comprehensive Shuttle Bus Service and to establish operating procedures under which the Comprehensive Shuttle Bus Service shall be performed. Contractor's personnel shall perform their duties in a manner satisfactory to the SVP or his/her designee but shall be exclusively under the direction and control of the Contractor. In performing its duties hereunder, Contractor shall be an Independent contractor.

**1. Standards Of Service**

Contractor shall provide Shuttle Bus Management Services in accordance with this Agreement for present and future public and employee parking facilities at the Airport, efficiently, reliably, and in accord with the highest standards of safety and customer service, which will provide the public and employees with a first-class shuttle bus service as defined in the SOP's, for twenty- four (24) hours per day, each day of the year, including holidays.

**2. Service To Existing Facilities**

Contractor shall operate public and employee shuttle bus service between the Terminal Building and DEN owned parking facilities as described herein. A map showing the general layout and location of the existing Parking Facilities will be included in the Standard Operating Procedures (SOPs) and are subject to change at any time.

**A. Public Parking Shuttles**

Shuttle bus service shall be furnished to public parking patrons between the:

- East & West Economy Parking facility and the Terminal Building
- DEN Public Shuttle Lots and the Terminal Building

**B. Employee Parking Shuttles**

Shuttle bus service shall be furnished to employees between the:

## **EXHIBIT A**

- Landside Parking Lot and the Terminal Building (Landside Route)
- Airside Parking Lot and Concourses. These are airside (secure) routes serving employees only.

### **C. Air Cargo Area**

Shuttle bus service shall be furnished to employees between the Terminal Building and buildings serving the air cargo buildings, maintenance buildings, and other building on the southeast campus.

### **D. Emergency and Special Routes**

Specials bus service shall be operated upon request to serve employee, public or other agencies as approved by the DEN Contract Administrator or designee. Such routes include but are not limited to seasonal operation to the DEN public parking lots or shuttle bus service provided during an Amber/Red Alert as designated by Airport Operations or the TSA. The Contractor will be expected to respond immediately to direction from the SVP or his/her designee as required under such conditions.

Contractor shall operate the Comprehensive Shuttle Bus Service in accordance with the Contractor's Operating plan, as specified in Exhibits A and J. However, to the extent that any provision of the management plan conflicts with other provisions of this Agreement, the provisions of this Agreement shall control.

## **3. Operation of Reconfigured And Future Facilities**

### **A. Facilities**

Throughout the term of this Agreement, DEN shall have the right in its sole discretion, to improve, add, reduce, modify, or replace Shuttle Bus routes. This Agreement shall not limit DEN's authority to perform such activities itself or to contract with a party other than Contractor for performance thereof. However, in such event, DEN shall reasonably coordinate its activities with Contractor's operations, keep the Contractor informed as to the progress of such work, and shall not permit such work to materially interfere with or delay Contractor's performance under this Agreement.

### **B. Management**

If the DEN constructs additional parking structures, parking lots, and/or creates additional shuttle bus routes on the Airport prior to termination of this Agreement, DEN shall have the right, in its sole discretion, to require Contractor to operate and manage the shuttle buses in accord with all terms, conditions, and covenants of this Agreement for the remainder of the term thereof with respect to any modifications or additions to the Comprehensive Shuttle Bus Service. If Contractor does not have the capacity to conform to the new or modified bus routes as described above, DEN may select an additional contractor to operate and manage the additional bus routes.

**EXHIBIT A****4. Manner of Work**

This Agreement, the Standard Operating Procedures, and all Exhibits to this Agreement show the general outlines and details necessary for a comprehensive understanding of the work encompassed by this Agreement. All work completed under the Agreement shall be performed in strict compliance with the requirements of the Contract Documents. All provisions of the Contract Document are essential parts of the Agreement, and a requirement occurring in one is binding as though occurring in all.

**5. Preparation For Assumption Of Responsibility**

The Contractor shall, after delivery of the written notice to proceed from DEN, take such actions as are necessary to assure commencement of its operations under the Agreement at 12:01 a.m. of the Agreement commencement date or other such time as may be identified by the DEN Contract Administrator or designee. These preparatory actions by the Contractor shall include, but are not limited to, setting up its office at the Airport, hiring and training its personnel, and acquiring the necessary shuttle buses and other equipment. In order to conduct an orderly transition, the Contractor and DEN will work together to establish a transition plan to be approved by DEN no later than one hundred and twenty (120) days before the commencement of the contract. Contractor will also be required to have identified and hired a General Manager to be working on the project no more than ninety (90) days from the date of contract commencement.

**6. Special Operations Other Than By Contractor**

In the event of an emergency which renders Contractor unable to perform its obligations under this Agreement during the term hereof, and in order that the shuttle bus service and Airport operations are not compromised or interrupted on account of such inability, Contractor agrees that it will cooperate fully with the Contract Administrator or designee in order to facilitate DEN operating the shuttle bus service by any means other than through Contractor's services, including using the DEN's own forces, with the use of any or all of the shuttle bus vehicles being operated by Contractor, whether DEN-owned or Contractor-supplied (leased from third parties or owned by Contractor). Such emergency conditions may include a strike or work stoppage due to a labor dispute, by or on behalf of Contractor's employees or employees of any subcontractor or any other company doing business at the Airport. Contractor specifically agrees and represents to DEN that it is not a party to any lease or other contract which would limit its right or ability to allow DEN to temporarily take possession and use of any shuttle bus vehicles which Contractor operates or will operate under this Agreement. Contractor further agrees to give DEN as prompt notice as possible when it knows, or has reason to believe, that it will be, or has become, unable to provide its required shuttle bus services hereunder on account of strike, labor dispute or any other reason, whether or not Contractor would be excused from performing services for such reason under this Agreement.

If the operation of the Comprehensive Shuttle Bus System is substantially interrupted for one (1) hour or longer, DEN shall have the absolute right to completely take over the operation of the Shuttle Bus System with oral advance notice to the contractor. In the event of a takeover of the Shuttle Bus System under this section, DEN shall notify Contractor of the takeover by the most expedient commercially reasonable means at the earliest feasible opportunity. DEN may continue operating the Shuttle Bus System until DEN is satisfied, in its sole discretion, that the contractor is ready, willing and able to resume operational management of the shuttle bus System. DEN may recover from the Contractor, or deduct from amounts otherwise owed to the Contractor, all costs incurred by DEN because of the takeover of the operation of the Shuttle Bus System, including the DEN's internal management or staff time to do so.

**EXHIBIT A****7. Annual Budget**

The Contractor Administrator will provide a budget and busing plan, at least ninety (90) days prior to the commencement of the contract, an annual budget for DEN's calendar year or any remaining portion thereof, pursuant to the standards of service required by the Contractor by DEN and set forth in the SOPs and this Agreement. In each subsequent year, the Contractor Administrator shall provide the Contractor an annual budget no later than thirty (30) days prior to the start of the calendar year. The annual budget and bussing plan is subject to change without notice and can be modified by DEN at any time.

**8. Reports**

Contractor shall prepare and furnish to the Contract Administrator a comprehensive report package compiled from actual daily operating data. The specific requirements for daily, weekly, monthly, and annual reports, including format and any additional information required shall be stated in the SOP's.

**9. Compensation**

DEN agrees to pay, and the Contractor agrees to accept as sole compensation for complete costs incurred and services rendered hereunder, amounts calculated in accordance with this Sections 10, 12, 13, 14 and 15. Fees paid to Contractor shall be the only compensation to Contractor for the operation of the Comprehensive Shuttle Bus Service at the Airport.

**10. Management Fee**

DEN shall compensate the Contractor an annual management fee. The management fee shall be a base, flat fee for all services provided by Contractor under the contract. The management fee shall not be a percentage of any revenue or expenditure. The fee shall be determined prior to the commencement of the contract and fixed for the life of the contract, inclusive and paid in arrears monthly. The invoice for monthly management fees shall correspond and be included with monthly expenditure reports.

**11. Invoicing and Payment Procedure and Terms**

On or before the twelfth (12<sup>th</sup>) day of the month, Contractor shall submit a monthly invoice to the DEN for the prior month. The structure of the monthly invoice shall be identified and set forth in the SOP's and subject to change at the discretion of the SVP or his/her designee. The invoice shall be itemized and certified by a duly authorized representative of the Contractor and shall be in a form and content satisfactory to DEN. DEN reserves the right to require additional documentation of any such payment request submitted.

DEN shall add or deduct from any amounts due to the Contractor based on the invoice the total amount of deductions which have been accrued under the Section of this Agreement titled "Performance Incentives/Deductions" and have not yet been applied.

DEN agrees that any equipment, including buses and service vehicles, purchased pursuant to this agreement shall be paid for in full, no later than the date of the final invoice issued by the Contractor, notwithstanding any early termination of the agreement exercised by DEN. Upon payment of final invoice for the equipment, the procured equipment shall become property of DEN. The Contractor shall secure any loan necessary to finance the down payment for equipment, including buses and service vehicles, procured, subject to approval by DEN. Any such loans that are approved by DEN, and subsequently secured by the Contractor prior to the contract start date, shall be itemized and submitted for reimbursement in the first invoice upon contract commencement.



**EXHIBIT A****12. Performance Incentives**

DEN is searching for a true partnership with the Contractor that provides Shuttle services to the entirety of the campus. As such DEN wants to incentivize the Contractor to provide the most customer friendly and financially efficient operation. Therefore, it is agreed that Performance Incentives may be awarded by DEN as described below, for the listed situations in which DEN wishes to recognize the exceptional achievements of the contractor. These incentives will be paid accordingly based on the table below in addition to the invoiced amount while also accounting for any deductions in the same period. DEN will use the following standards for awarded Performance Incentives:

<b><u>SITUATION</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>INCENTIVE</u></b>
Customer Service	DEN will perform a series of customer service surveys at a minimum of once per quarter (but can be performed more frequently). An overall score of 95% OR GREATER will constitute an "Exceptional" rating.	\$5,000 per occurrence
Accident / Incidents	Zero accidents / incidents for an entire quarter	\$5,000 per 3-month term based on commencement of contract
Labor Efficiency	DEN will assign an annual average of "Daily Bus Hours". DEN will also assume 80% efficiency in staffing i.e. (775 Daily Bus Hours would assume no more than 969 Daily Bus Driver Labor Hours) Should the Contractor run a more efficient operation they will receive a portion of the savings based on "Payroll", "Payroll Taxes", and "Workers Compensation" line items.	40% of all Bus Driver Labor Savings for the entire year. No Limit. (Paid upon Completion of Calendar Year) (At least 10% of the total incentive MUST be split among the management staff onsite as a bonus)

**13. Performance Deductions**

The Contractor acknowledges that their performance here at DEN is critical to the success of the Airport Parking Operations and Operations in general in its duties of transporting passengers and employees throughout the campus. Failure to perform its obligations under this Agreement would cause damages to DEN in its Airport operations, which would be difficult to quantify. Therefore, it is agreed that Performance Deductions may be assessed by DEN as described below, for the listed violations or omissions of the Contractor. Performance Deductions shall be deducted from the payment due to the Contractor the month following the date the Performance Deductions are assessed. The provisions of this section shall not preclude recovery by DEN of damages, or DEN's obtaining equitable relief, for other breaches by the Contractor. In lieu of actual damages, the Contractor shall agree to fixed deductions from unpaid balances owed to the Contractor by DEN or that may become due to the Contractor or by collecting same from the Contractor or their surety.

**A. Assessment of Performance Deductions**

The Contract Administrator will notify the Contractor in writing that the DEN intends to assess Performance Deductions, and the specific incident on which each such

**EXHIBIT A**

assessment is based. The Contractor may dispute its liability for any such assessment by submitting to the Contract Administrator, within three (3) business days after receipt of the notice, a statement of its position which includes the specific information supporting its position. The Contractor must provide supporting documentation. Failure of Contractor to submit a timely written statement disputing an assessment shall constitute a waiver of all objections to such assessment.

**B. Service and Performance Standards**

DEN will use the following standards for the assessment of Performance Deductions:

<b><u>INCIDENT</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>DEDUCTION</u></b>
Reliability	Inability to perform the required number of trips per hour of each route based on the schedule provided.	\$100 per occurrence
Customer Service	Documented or substantiated incident of discourteous behavior (as determined by DEN) by the Contractor's employee toward the general public.	\$100 per occurrence
Customer Service	DEN will perform a series of customer service surveys at a minimum of once per quarter (but can be performed more frequently). An overall score of less than 80% will constitute a "Below Expectations" rating.	\$5,000 per occurrence
Employee Appearance	Failure of an on duty, employee or representative of the Contractor, to be uniformed properly and/or be neat, clean in their appearance in accord with standards described in this Agreement	\$100 per occurrence
Reports	Failure to perform/deliver any report required by DEN in the time or manner required	\$50 per report per day
Airport Compliance	Failure by the Contractor to comply with Airport Rules and Regulations	\$2,000 per occurrence
Accident / Incidents	Accidents / Incidents (other than accidents resulting from a third party being solely at fault)	\$500 per occurrence
Accident / Incident Reporting	Failure to report damage to bus / accident / incident.	\$2,000 per occurrence
Management Staffing	Failure to maintain the required amount of Manager / Supervisory Coverage as required by the contract.	\$100 per hour per occurrence
Vehicle Maintenance / Cleanliness	Failure to maintain and manage the vehicle maintenance and cleanliness program in an efficient manner by allowing vehicles to be operated that are not 100% functional or clean as defined by the SOP.	\$100 Per occurrence

**EXHIBIT A****14. Service Fee Deductions**

The Contractor recognizes that there will be times when its vehicle maintenance contractor cannot respond to support their operation and there is a need to remove vehicles from roadways on both the landside and airfield that causes interruptions to the Airports ability to operate. The Contractor can contact DEN to facilitate the removal of the vehicle in a timely manner. At the direction of FAA, DPD, DFD, or Airport Operations, Maintenance Division's Fleet Maintenance will be contacted to respond and begin recovery operations. The Contract Administrator will back charge the Contractor for the service based on the Airports actual cost to remove the vehicle to a destination on the contractor choosing.

The Contractor also agrees to replace, at their sole expense, any items provided by DEN or purchased under the contract that are damaged, destroyed, lost, or deemed inoperable through negligence of the contractor.

**15. Reimbursable Expenses**

The Contractor shall pay all costs and expenses connected with the operations hereunder when due. On a monthly basis Contractor shall submit to the City a written report of all prior approved expenses incurred and paid in the operation of the Ground Transportation Systems program for the preceding month of operation. Unless otherwise approved by the DEN Contract Manager or his/her designee, all costs and expenses to be reimbursed by the City to the Contractor shall have been incurred and actually paid by the Contractor during the preceding month. Said report shall be accompanied by legible, dated evidence of disbursements. The City will approve the format of all reports submitted for reimbursement and is authorized to change this as needed. All items approved for purchase by DEN and used in the operations at DEN shall be surrendered to DEN upon termination of this contract.

Reimbursable expenses include, but are not limited to:

- Payroll
- Payroll Taxes (Set at 14.4% of Payroll)
- Workers Compensation (Set at 7% of Payroll)
- PTO (Up to the Approved Amount as determined by DEN)
- Health Benefits (Up to the Approved Monthly Reimbursement)
- Uniforms
- Cell / Communication Expenses
- Office / Material / Operational Supplies
- Repairs / Maintenance Costs Approved by DEN
- Auto / Technology Expenses (Includes interest charges) (Does not include registration nor insurance)
- Other payments deemed necessary and approved by DEN

**16. Standard Operating Procedures**

DEN intends, by entering into this Agreement, to provide superior shuttle bus service to the traveling public and employees. To this end, DEN will prepare and provide to Contractor a manual entitled "Standard Operating Procedures, Shuttle Bus Services, Denver International Airport" (also referred to as "SOPs"), which contains details concerning operating procedures, job descriptions, routes, and standards of performance with which Contractor and its agents and representatives shall strictly comply in the performance of this Agreement. The term "SOP" or "SOPs" includes all materials designated as exhibits and appendices in such manual. The SOP will be developed before the commencement of the contract in a partnership with the Contractor. DEN will have the final say and approval of the contents of the SOP's.

**EXHIBIT A**

The Contractor understands and agrees that the DEN Contract Administrator or his/her designee, in their sole discretion, may amend the SOPs; any such amendment will not require formal amendment to this Agreement. Amendments to the SOPs will be in writing, with a copy delivered to the Contractor. When circumstances require immediate revisions of routes, procedures or other details of performance, the DEN Contract Administrator may issue one or more temporary unwritten directives to the Contractor's General Manager thus amending the SOPs. If such amendments are to remain in effect for longer than thirty (30) days, they shall be put in writing and a copy shall be delivered to the Contractor.

The DEN Contract Administrator or his/her designee shall be the sole judge of the Contractor's compliance with the SOPs.

**17. Equipment And Services Provided By DEN****A. Radios**

DEN shall provide to the Contractor, a mixture of handheld, mobile, and desk-type two-way radios for installation in each vehicle used by the Contractor in operation of the Comprehensive Shuttle Bus Service. The quantity and type of radios to be provided to the Contractor will be the judgment and decision of the DEN Contract Administrator. DEN will maintain the radio equipment, except for repairs or replacements due to the negligence of the Contractor, its employees, agents, subcontractors or representatives, in which case Contractor shall be responsible for the all costs of repair or replacement.

**B. Automatic Vehicle Identification System**

DEN requires that the automatic vehicle identification (AVI) system transponders be installed in each vehicle used by the Contractor in operation of the Comprehensive Shuttle Bus Service. DEN will share with the Contractor information, reports, and other data produced by the DEN's AVI system for the Contractor's use. Contractor shall at its expense repair and/or replace any transponder (also known as an "AVI tag") damaged, destroyed, or lost by Contractor, its employees, agents, subcontractors, or representatives. DEN will direct the placement of such transponders.

**C. Fueling of Shuttle Vehicles**

DEN shall provide all CNG and fueling facilities (On-Airport Fueling Facility) for each CNG fueled vehicle used by the Contractor in operation of the Comprehensive Shuttle Bus Service. DEN will provide the CNG, fueling facilities (pumps) and fueling cards. The Contractor's employees are responsible for filling the vehicles with fuel.

During the fueling of vehicles, the Contractor shall be responsible for conduct and operational procedures that are in accordance with all applicable Federal, State, and local laws, rules, regulations, policies, and procedures. The DEN Contract Administrator shall have the right to revoke such on-Airport fueling rights with

**EXHIBIT A**

discretion upon ninety (90) days prior notice to the Contractor or upon less notice in the event that the On-Airport Fueling Facility or Bus Wash Area closes in full or in part due to unforeseen circumstances.

**D. Office Space**

DEN shall provide office space for use by the Contractor in performing its services under this Agreement during the term of this Agreement. The Contractor's right to occupy and use space shall not survive the term of this Agreement, and nothing in this Agreement shall be construed as a lease of any Airport property to the Contractor. DEN reserves the right to relocate the Contractor to other space, and to alter the configuration and size of the areas provided for the Contractor's use hereunder.

**E. Employee Parking**

DEN will provide parking for the Contractor's employees at no cost to the Contractor or its employees.

**F. Bus Storage Yard**

DEN shall allow the Contractor exclusive use an area for bus storage and parking. The bus storage yard is currently located within the fenced enclosure south of the Turnstile Buildings. DEN reserves the right to reconfigure, move, modify, or otherwise alter the shape or location of the bus storage yard.

**18. Shuttle Vehicle**

Contractor shall operate the Comprehensive Shuttle Bus Service using a combination of vehicles provided by the Contractor. It is the Contractor's sole responsibility to assure that at all times there are sufficient well maintained and clean vehicles in operation at the Airport to provide the Comprehensive Shuttle Bus Service and fully comply with the customer service standards and other requirements specified in this Agreement.

**19. Vehicle Requirements**

Contractor acknowledges that they will procure a fleet of, upon approval by DEN, in the most cost-efficient manner that provides DEN the correct size of fleet to perform the required daily routes. This will generally consist of:

- 40 Ft, 31 passenger CNG fueled, low floor busses with luggage racks, LED signage easily changeable by driver on both front and sides of bus.
- 12-15 passenger Cutaway busses, CNG fueled, with luggage racks, LED signage easily changeable by driver on both front and sides of bus.
- Assortment of utility vehicles used for supervisor movement throughout the campus as well as transport of personnel to critical areas.

The exterior colors, placement of lettering and Airport logo, and other text of all Contractor-provided vehicles shall be approved by DEN.

The DEN Contract Administrator or his/her designee may amend these standards by notice in

**EXHIBIT A**

writing delivered to the Contractor, and requirements may change from time to time. DEN shall have the right to monitor Contractor's use of all vehicles. DEN may expand or contract the number of vehicles and type of vehicles in the fleet at any time and ensure to protect the Contractor from any financial liability in doing so.

**20. Types of Operations**

The Contractor shall operate the Comprehensive Shuttle Bus Service efficiently, consistently, reliably, and provide superior standards of safety and customer service at all times, in order to assure that the traveling public and employees are provided high-class shuttle bus service.

Contractor shall operate a scheduled shuttle bus service on the Airport using fixed routes. Routes may be changed only upon prior written approval of the DEN Contract Administrator and/or designee. The routes may be changed from time to time to meet increased or decreased service requirements for Airport shuttle bus services.

The DEN Contract Administrator or his/her designee may also direct the Contractor to:

- A. Extend or modify shuttle bus service to serve the traveling public and employees in new or modified parking lots or facilities as these facilities are constructed, expanded, or altered.
- B. Trunk-to-trunk service in one or more parking lots.
- C. Operate Special or Emergency shuttle bus service.

Buses shall pick up and discharge waiting parking patrons and employees, at no charge, at points specified or authorized by the DEN Contract Administrator or his/her designee along the designated routes. Patrons shall not be required to transfer between buses at any time unless otherwise approved by the DEN Contract Administrator or his/her designee. Buses shall be used only for shuttle services on the Airport as referenced herein, unless otherwise approved by the DEN Contract Administrator or his/her designee.

**21. Staffing Requirements**

The Contractor shall always perform its services under this Agreement by means of adequately trained and competent personnel in sufficient numbers and classifications necessary to perform such services efficiently and in accordance with the Agreement. The Comprehensive Shuttle Bus Service shall operate 24 hours a day, each day of the year, including peak periods of high usage. Staffing shall coincide with the DEN approved Bussing plan/schedule.

**22. Service Standards****A. Bus Service**

The Contractor acknowledges that DEN intends to provide shuttle bus service that is safe, efficient, consistent, reliable, and provide a superior level of service to the traveling public and employees. Contractor will provide on-going training and supervision of all personnel to assure that the Comprehensive Shuttle Bus Service is operated safely, efficiently, consistently, and reliably and provides the required

**EXHIBIT A**

superior level of service.

The Contractor recognizes that a key aspect of DEN's desired superior level of service is maintaining schedule, service intervals, and designated stops in order to minimize wait times endured by the traveling public and employees.

**B. Contractor Personnel**

All Contractor personnel are required to be properly trained and competent to perform the duties of their positions. Contractor personnel shall be properly trained in customer service and be uniformed in a manner satisfactory to the DEN Contract Administrator or his/her designee (including legible name tag); clean and neat in appearance while on duty, and shall treat members of the public, including public parking patrons and employees, in a prompt, polite, and professional manner. All Contractor personnel must possess adequate communication and English language skills to accurately provide information to the traveling public, patrons, and employees, to effectively conduct and respond to routine and emergency communications by telephone or radio, and as required to operate all shuttle bus routes safely and efficiently. All Contractor personnel shall be proficient in speaking, reading, writing, and understanding English, at the levels required per the International Language Roundtable (ILR) Language Skill level designated for each position identified in the SOP's.

While at the Airport, Contractor's personnel shall not use profanity, engage in any loud boisterous or otherwise offensive or disturbing speech or conduct, nor display any discourteous behavior whatsoever to any person at the Airport.

Contractor shall maintain close supervision over all its personnel used in the performance of this Agreement to ensure Contractor's timely, efficient, consistent, reliable, and professional performance of its obligations hereunder; and ensure a superior standard of service to the traveling public and employees to the satisfaction of the DEN Contract Administrator or his/her designee. Upon receipt of written notice from the DEN Contract Administrator or his/her designee that any person employed by Contractor in performance of this Agreement, in the DEN Contract Administrator or his/her designee opinion, has behaved in any manner detrimental to the best interests of the public or the DEN, Contractor shall, within twenty-four (24) hours thereafter, remove such person from service at the Airport, and shall not again use such person in performance of this Agreement without the prior written consent of the DEN Contract Administrator or his/her designee.

**23. Contractor's General Manager And Assistant Managers****A. General Manager**

The Contractor shall appoint a full-time, experienced general manager to supervise and be responsible for all aspects of the Contractor's performance of this Agreement and have authority to assure the Contractor's compliance with this Agreement. The general manager shall be present at the Airport a minimum of forty (40) hours per week, usually during normal business hours, and be available on-call during off hours as required by DEN.

The Contractor shall not assign the general manager any other management

## **EXHIBIT A**

responsibility for any other operation(s) of Contractor, or any other duties which would adversely affect the general manager's full-time responsibilities under this Agreement.

This individual may not be removed or replaced without written notification to DEN. DEN reserves the right to approve the proposed General Manager and/or replacement individual and to require and review a resume, references, and to interview the proposed candidate.

### **B. Assistant Managers**

The Contractor shall appoint sufficient full-time assistant managers to assure that, 24 hours per day and each day of the year, a full-time management employee of the Contractor is at the Airport with the authority to assure the Contractor's compliance with this Agreement and to direct the day-to-day operations of the Comprehensive Shuttle Bus Service. The Assistant Managers will focus on the supervision of dispatchers, shuttle bus drivers, and maintenance staff to ensure the provision of effective, high quality, transportation operations to and from public and employee parking facilities as required by this Agreement.

The Contractor shall not assign the assistant managers any other management responsibility for any other operation(s) of Contractor, or any other duties which would adversely affect the assistant managers' full-time responsibilities under this Agreement.

This individual may not be removed or replaced without written notification to the DEN Contract Administrator and/or designee. Should this individual have to be replaced, DEN reserves the right to approve the proposed replacement individual and to require and to review a resume and references and to interview the proposed replacement.

### **24. Monthly Busing Plan**

DEN will present an anticipated monthly busing plan thirty (30) days before the start of the calendar year, coinciding with the submission of the annual budget. DEN reserves the right to adjust the busing plan as necessary. The specific details of the busing plan will be clearly outlined in the SOPs.

### **25. Inspection Of Records**

- A. In connection with any services performed hereunder the DEN Contract Administrator or his/her designee, the DEN Auditor and any other authorized official of the DEN and County of Denver, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor pertaining to work performed under this Agreement for the purpose of auditing and examining them, and shall have the right to make excerpts and transcriptions of such records. The Contractor further agrees that such records will contain detailed information concerning all personnel, hours worked, and expenses incurred, and that they shall be maintained for three (3) years after the termination of the Agreement. Such records shall be made available for inspection in the DEN and County of Denver.



**EXHIBIT A**

- B. The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of DEN, including the CEO or DEN Auditor or their representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement, 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.

<b>ANTICIPATED PAY RATES</b>										
<b>Position</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>
General Manager	\$120,000	\$123,600	\$127,308	\$131,127	\$135,061	\$139,113	\$143,286	\$147,585	\$152,012	\$156,573
Asst Mgr(s)	\$87,550	\$90,177	\$92,882	\$95,668	\$98,538	\$101,494	\$104,539	\$107,675	\$110,906	\$114,233
Office/Finance Mgr	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$95,008	\$100,794
Training Mgr	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$95,008	\$100,794
HR Manager	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$95,008	\$100,794
Operations Manager	\$33.00	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00	\$39.25	\$40.50	\$41.75	\$43.00
Front Desk / Dispatch	\$23.00	\$24.00	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00	\$30.00	\$31.00	\$32.00
Supervisor	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00	\$35.00	\$36.25	\$37.50	\$38.75	\$40.00
Bus Driver	\$29.00	\$30.00	\$31.00	\$32.00	\$33.00	\$34.00	\$35.25	\$36.50	\$37.75	\$39.00

<b>PTO Policy</b>		
<b>Position</b>	<b>Annually</b>	<b>Earned</b>
Salaried Managers	128 Hours	32 Hours Awarded every 90 Days
Hourly Members	128 Hours	4 Hours Awarded every 65 Hours Worked

<b>ANTICIPATED HEALTHCARE REIMBURSEMENT</b>										
<b>TYPE</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>
EMPLOYEE ONLY	DEN will absorb 85% of Healthcare premium based on cost of plans available.									
EMPLOYEE w/ DEP										
EMPLOYEE W/FAM										
STIPEND IN LIEU OF INS.	\$630	\$662	\$695	\$729	\$766	\$804	\$844	\$886	\$931	\$977

**EXHIBIT B**

<b>Annual Management Fee</b>	<b>\$3,179,671.00</b>
<b>CATEGORY</b>	<b>AMOUNT</b>
Insurance	\$1,616,965.00
Vehicle Registration	\$89,250.00
Liability Insurance	\$174,904.00
Other Vehicle Insurance	\$41,107.00
Bond	\$29,850.00
Travel	\$34,030.00
Startup Costs	\$8,797.00
Training Costs for Startup	\$12,850.00
Life Insurance	\$25,529.00
ACDBE Fees & Insurance	\$321,636.00
Corp Admin, Audit & Acctg Fees	\$78,658.00
Profit	\$746,095.00

**EXHIBIT C**

**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
GROUND TRANSPORTATION AGREEMENT – GENERAL**

**A. Certificate Holder and Submission Instructions**

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard  
Denver CO 80249  
Attn/Submit to: [\[insert specific DEN email address for the given contract\]](#)

- ACORD Form (or equivalent) certificate is required.
- Electronic submission only, hard copy documents will not be accepted.
- Contractor must be evidenced as a Named Insured party.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

**B. Defined Terms**

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

**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 per location 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.
  - c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.
2. Business Automobile Liability and Physical Damage:  
Contractor shall maintain a minimum limit of \$1,000,000 combined single limit for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement unless a different limit of liability is listed below. Total number of seats includes the driver. Coverage for comprehensive and collision physical damage shall be maintained for any vehicle leased from the City to Contractor to perform services under this Agreement at replacement cost value. Liability limit requirements listed below are intended to mirror the requirements of the Colorado Public Utilities Commission (PUC) and if the PUC publishes changes, the PUC requirements will govern.

Category	Liability Limit
Couriers	\$ 300,000 combined single limit
Vehicles with 8 seats or less	\$ 500,000 combined single limit
Vehicles with 9-15 seats	\$ 1,500,000 combined single limit
Vehicles with 16-32 seats	\$ 3,000,000 combined single limit
Vehicles with 33 seats or more	\$ 5,000,000 combined single limit
Carriers operating under Federal Authority	
Vehicles with 15 seats or less	\$ 1,500,000 combined single limit
Vehicles with 16 seats or more	\$ 5,000,000 combined single limit
Unescorted Vehicle Operations Airside	\$10,000,000 combined single limit

- a. If Contractor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted as an official part of the Certificate of Insurance.
  - b. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
  - c. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
3. **Workers' Compensation and Employer's Liability Insurance:**  
Contractor shall maintain workers compensation coverage in compliance with the statutory requirements of the state(s) of operation and 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. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**  
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors.
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 Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

#### **E. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability, Professional Liability, and Property, if required), 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 (excluding Professional Liability, if required), 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.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement will be waived specific to Workers' Compensation coverage.

**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. Such notice shall be sent thirty (30) calendar 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) calendar 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.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

**H. Cooperation**

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

**I. Additional Provisions**

1. Deductibles or any 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. Coverage required may not contain an exclusion related to operations on airport premises.
4. 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.
5. 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.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. 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 reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.

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 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. All coverage requirements 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.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

**J. Part 230 and the DEN Airport Rules and Regulations**

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

# MWBE EDI Plan

## Shuttle Management Services at Denver International Airport (DEN)

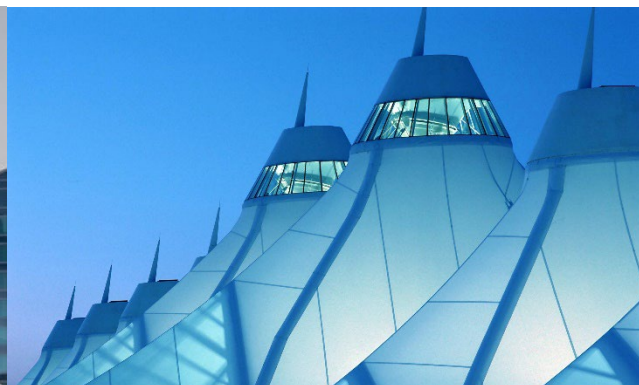
Solicitation No. RFP #202368959

MWBE Commitment - 8.2%

MWBE Goal – 7%

For the City and County of Denver

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LAZ Parking &  
Nationwide Parking  
Services



## 2. MWBE Equity, Diversity & Inclusion Plan

### I. MWBE COORDINATOR

Identify an MWBE Coordinator that will have direct and independent access to the project manager and/or chief operating officer. Elaborate on experience the MWBE Coordinator has related to managing established subcontracting/subconsulting requirements.

Our MWBE Coordinator will be Denver based Miranda Castellanos, Human Resources Business Partner.

#### Miranda Castellanos · Human Resources Business Partner



Miranda joined LAZ Parking in March 2014 as an Administrative Assistant. Today, she is a progressive hands-on HR Business Partner and works out of the LAZ Parking Denver Regional office. Through her educational and professional experience, she is a resourceful, adaptable, strategic, and organized team player able to provide business partnership and HR guidance to the executive, management and frontline employee level. Miranda has a broad knowledge of HR principles and services and exceptional proficiency in Employee Relations and Employment Law. She is effective at building relationships with employees and managers at all levels to support LAZ Parking's business and municipal market strategy, resolve communication issues and motivate individuals to optimal performance. Miranda leads the Colorado community outreach program and continues to build and grow our non-profit presence within the market. She leads our partnership with [Denver Rescue Mission](#) to we help restore the lives of people in the Denver community that are experiencing homelessness.

Miranda will take the lead as MWBE Coordinator for DEN shuttles management and be fully supported by the rest of the LAZ management team.

### II. TECHNICAL ASSISTANCE & SUPPORT SERVICES

Describe the assistance and/or guidance that Offeror is and will provide to MWBE businesses that helps move this next generation of small businesses forward.

#### Support and Technical Assistance for MWBE EDI Plan for DEN Shuttles Operation

In our efforts to ensure the policy is being reinforced LAZ will have the following protocols in place to ensure the success of the shuttle operations at DEN.

- Develop plans, training modules and a streamlined platform for the purpose of easy communication and awareness which can all be tracked and monitored by the program director.
- Creating and maintaining opportunities for engagement, education, and career advancement, diversity, and inclusion
- Ensuring our MWBE partners have a seat at the table and their voices are being heard. At the same time, the inclusion committee will continuously seek out new local MWBE firms so that we can create as many opportunities with small businesses as possible.
- Striving to build and support a community whose members have diverse cultures, backgrounds, and life experiences
- Ensuring our leaders are role models for diversity and building an inclusive culture
- Reviewing measurable objectives and actively monitoring progress on a quarterly and annual basis
- The inclusion committee will continually review for biases within policies and practices across LAZ's organization



**Included in our MWBE EDI Plan is a process for monitoring and reporting activities.** LAZ will assemble a diverse inclusivity committee, who will be responsible for administrating this program and reporting the results. Max Fuller will be the DSBO's contact person. Working closely with our MWBE Coordinator Miranda Castellanos, Max will be the direct point of contact to ensure alignment on our monitoring and reporting activities to the DSBO while supporting Miranda's efforts. We envision a monthly monitoring report that will be developed electronically and included in our system performance analytics. The monitoring plan will be managed by a committee of LAZ personnel that represent a vertical slice of our organization, including a senior member of the Airport Services team, our manager for DEN, an executive from the Midwest region and our MWBE partners. This mixture of various ranks in our organization is intended to cultivate and maintain sensitivity in regard to hiring decisions structured to assure a diverse workforce at LAZ. When LAZ forms a partnership with a disadvantaged company, we do not use those companies simply to meet a point or percentage requirement for a contract. We utilize those businesses at our other properties to help support them and give them the opportunity for growth.

**LAZ's Approach to Subcontractor Mentoring and Support:** It is LAZ's long-standing practice to share on-site office facilities, tech support, office equipment and online access with our MWBEs which we consider to be our service partners. We offer training and hands on support and mentoring for the MWBE companies we work with. We schedule these trainings quarterly and decide on specific topics for each session. These session topics will not be predetermined as they will be based on our discussions with our MWBE partner and what topics or training is most pressing. We have personnel that have bilingual capacity which allows us to integrate our operations with English as second language personnel. LAZ will be responsible for the development, implementation and monitoring of the MWBE EDI Plan. Our commitment is not only to meet but exceed the percentage requirements of DEN, and to develop mutually beneficial partnerships that will have a positive impact on the entire community and create meaningful job opportunities. LAZ is committed to creating economic opportunities for the entire community and creating pathways for successful participation by MWBEs and residents. Part of our success in this partnership will be to conduct quarterly meetings to review wins and any concerns or issues. To successfully implement our Diversity and Inclusion Plan, we will exceed the 7% participation requirement.

**In Denver, the following key personnel supports, oversees and monitors our MWBE EDI Plan:**

- 1. B2GNow (Small Business Certification and Contract Management System) User:** LAZ's DEN Shuttle Service General Manager - both of our General Manager candidates, as well as all the team members listed below, are adept in working with MWBE companies and mentoring and supporting their growth. They have both been involved in community outreach in order to find new companies to mentor and help grow. The selected General Manager (once selected and hired) will be the DSBO's contact for any items associated with B2Gnow.
- 2. Project Manager:** Max Fuller, General Manager, Colorado, Denver based
- 3. Controller:** Kelly Buckridge, Regional Auditor, Denver based
- 4. Superintendent:** Todd Rosen, Regional Vice President, Denver based
- 5. Outreach/Community Engagement Coordinator:** Miranda Castellanos, Human Resources Business Partner, Denver based

### **III. COMMUNICATION & VENDOR MANAGEMENT**

Describe the communication strategies and assistance Offeror is and will use with MWBE businesses to align their work with the contract requirements.

**Below please find a description of the communications strategies and assistance we will use with MWBE businesses to align their work with the contract requirements.**

**Step 1:** LAZ has built an infrastructure designed to support our organization's capability to execute the inclusion plan. LAZ has established outreach leads across our many cities we operate in for a divisional implementation team to develop ways to increase diversity of our employee base and broaden our relationships with MWBE

companies, to address the level of intercultural mix for both employees and partnerships. The committee develops policies and procedures to evaluate our diversity/inclusion initiative activities.

**Step 2:** Increase the number of new hire candidates using our existing partnership with DEN and various Job Force work boards and associations throughout Denver. LAZ utilizes many recruiting sites including but not limited to Indeed, Chamber of Commerce, ads in Denver Post, UC Denver, our own website, and we employ talent acquisition coordinators here in the Denver market to help us fill roles locally.

**Step 3:** LAZ outreach will focus on our participation and collaboration in community networking events to bridge the gap and have a direct channel of communication with local MWBEs. Our Inclusivity Program Manager will work with DEN staff, local businesses, communities and chamber of commerce to organize and participate in outreach events. Key to establishing a strong working relationship with our MWBE partners is communication prior to and during contract term. This ensures understanding of needs, expectations, and timelines along with advance notice opportunities to promote local growth. It is essential to discuss expectations of participation and to determine feasible contributions. At the outset we communicate expectations in a mutual way, also to find out how we can support them in achieving their goals and objectives. Throughout the life of the contract and during our monthly “rhythm meetings,” we follow up to see how they are doing and how we can help. Reviewing measurable objectives and actively monitoring progress is an important part of our process. This allows our MWBE partners the necessary time to prepare for the needed roles and provide the support needed for their success. This process also allows LAZ to understand and mitigate potential roadblocks for the MWBE companies, while ensuring excellent service to our clients throughout the life of the contract.

**Step 4:** LAZ is committed to supporting and is a major contributor in social responsibility and financial eco system of the communities we serve, supporting disadvantaged and minority businesses, organizations, foundations and individuals with diverse backgrounds, perspectives and experiences. LAZ implements methods for collaborative team efforts to maximize the skills and talents of our team members and partners to compliment efficient, innovative operations and program.

LAZ will perform the following for to hold ourselves accountable for the success of this operation.

- LAZ commits to MWBE participation in this contract of 8.2%
  - Positions for our MWBE partner will encompass the dispatch and supervisor roles.
- LAZ will host Job Fairs at local community centers in surrounding neighborhoods to recruit employees
- LAZ will financially contribute to community sponsorships, charities and supporting local organizations
- LAZ will contribute time and people to community sponsorships, charities and supporting local organizations
- LAZ will host and / or participate in quality community networking events to meet new MWBE companies
- LAZ will establish a 6-month mentor program called LAZ & DEN manager in training for young adults in the local community to participate in LAZ University
- LAZ will collaborate with community job force work boards and associations
- LAZ will create a narrative and a schedule for identifying, recruiting, retaining, contracting and administering MWBE participation in both companies, procurement and employees
- All requirements of the DRMC, including those on Prompt Pay, termination/reduction/substitution and other covered areas will be met regardless of the subcontractor tier.

## IV. OFFEROR'S CULTURE

Describe the communication strategies and assistance Offeror is and will use with MWBE businesses to align their work with the contract requirements

### LAZ Culture and Our Approach to Inclusion

LAZ believes that diversity is everything that makes you who you are and what makes you different from someone else, to include race, gender, religion, ability, age, sexual orientation, background, education, experiences, talents, skills, and much more. It is important to LAZ that our staff and business partners is direct reflection of our community and together we are striving to promote a thriving working ecosystem. Inclusion is the practice of

leveraging diverse perspectives, backgrounds, skills, and talents to allow each employee and business partner to feel valued and able to contribute to her or his full potential. The image shown below is what we call ‘The LAZ Way’ which more than anything else shows the upside-down triangle which illustrates our servant leadership which we hold dear. Our facility managers to the CEO of LAZ all believe that without taking care of our front-line staff and ensuring everyone is heard, that we would cease to exist.

**Diversity and Inclusion:** together, diversity and inclusion are strategic business imperatives that are part of who we are as an organization and how we do business, allowing us to leverage the diversity of our staff to achieve the LAZ mission. LAZ’s Inclusivity plan will focus on local, MWBE diverse business partners along with fostering inclusivity in hiring local and diverse team members, while offering education, mentoring and training to support a fully integrated shuttle service program that benefits the rider, the community, DEN and its stakeholders.

### LAZ’s Diversity and Inclusion Programs

LAZ believes that diversity is everything that makes you who you are and what makes you different from someone else, to include race, gender, religion, ability, age, sexual orientation, background, education, experiences, talents, skills, and much more. It is important to LAZ that our staff and business partners are a direct reflection of our community and together we are striving to promote a thriving working ecosystem. Inclusion is the practice of leveraging diverse perspectives, backgrounds, skills, and talents to allow each employee and business partner to feel valued and able to contribute to his or her full potential. Together, diversity and inclusion are strategic business imperatives that are part of who we are as an organization and how we do business, allowing us to leverage the diversity of our staff to achieve the LAZ mission. Our founders and their original values continue to guide the LAZ of today. With a laser-focused mission to “Create Opportunities for Our Employees and Value for Our Clients” we are passionate about “The LAZ Way.”



Over the past few decades, the concepts of diversity and inclusion have evolved in significant ways. Initially, diversity was almost exclusively related to equal opportunity, which was primarily focused on race and gender. Today, racial and gender diversity remain critical, and LAZ is committed to improving the racial and gender make-up of our workforce and leadership team. However, we define diversity in its broadest sense. It is everything that makes us who we are, and all the ways we are different from everyone else. LAZ’s Inclusivity plan will focus on local, M/WBE and MWBE diverse business partners along with fostering inclusivity in hiring local and diverse team members, while offering education, mentoring and training to support a fully integrated landside management program that benefits the employees, DEN, the community, and stakeholders.

When we view diversity as more than race and gender, to include diversity of thought, ideas, background, and experiences, it sparks creative insights, better solutions, and ultimately, greater efficiencies. But making the transportation industry more diverse is not enough. Diversity without inclusion will not yield the true benefits of diversity. Therefore, it is critical that we focus equally, or even more so, on inclusion. Inclusion is creating an environment where all differences can be leveraged to help us achieve our mission. **Inclusion is using our differences to make a difference.** Creating a workplace environment that taps into the unique talents and strengths of different employees leads to greater employee satisfaction and higher productivity while allowing us to understand the diversity of our workforce and regulated entities better. As such, diversity and inclusion are not just about who we are, but the way we carry out our mission. This includes the way we work together; the way we think about and solve problems; the way we engage our employees and tap into the unique strengths each of us brings to the workplace; and the way we ensure a safe and sound credit union system.

The kind of change necessary to create a truly diverse and inclusive workplace involves shifting the way employees, especially leaders, think and act. Achieving the important goals of diversity and inclusion requires a great deal of collaboration. Senior leaders, managers, and employees at every level must see diversity and

inclusion as essential, everyday responsibilities. When viewed in this light, every office, region, and employee can apply this “business case” for diversity and inclusion to their everyday responsibilities. In order to realize fully our Mission and Vision, we are committed to actively fostering diversity, inclusion and cultural competency throughout our programmatic, mentorship, outreach, and operational efforts.

LAZ has an Open-Door policy with employees to maintain positive relationships to prevent disruption of services, and to enhance communications and resolve any disputes. Below please find excerpts from our Employee Manual.

**OPEN DOOR POLICY:** At LAZ we are committed to our core values, including creating a culture of “authentic communication.” That means we want employees to communicate problems they are having openly and honestly with us. We encourage them to bring their questions and concerns to our attention. If there is anything bothering them about their job, we want them to get it out in the open and talk about it. Discuss it frankly with us and we will do everything we can to help them remedy the situation. First, if an employee feels they have a problem, we want them to present the situation to their immediate supervisor. The immediate supervisor knows the employee and their job the best. Simple discussion of the facts at this level can settle most problems. However, if the complaint involves the supervisor, or the employee is not satisfied with the supervisor's response, or if for any reason do not wish to bring the problem to the supervisor's attention, they should present their concern to our Corporate Human Resources Department, verbally or in writing. Finally, if the problem is still not solved to their satisfaction they may contact verbally or in writing anyone in the organization, up to and including the Founding Partners. All complaints will be discussed, reviewed, and/or investigated in a confidential matter.

In addition, we wish to assure all employees they will not be retaliated against in any manner for use of the Open Door Policy. If disputes arise between firms pertaining to Prompt Pay, termination/reduction/substitution, or any other matters within DSBO’s oversight as per the DRMC, that cannot be resolved through the initial means we are proposing, that they will advise DSBO. When a dispute arises that was not resolved between employee and manager, there will be a meeting between the LAZ DEN GM and the Nationwide operations manager. If that level of mediation does not resolve the issue, meetings will be held between LAZ Regional VP and Nationwide’ VP of operations, and lastly between LAZ Executive VP and the owner of Nationwide. A human resources representative from both sides will be present during all of these discussions from day one. If both parties are not able to resolve the issue, the DSBO will be notified at this time for intervention.

## V. MWBE UTILIZATION STRATEGIES

Describe the strategies and tactics Offeror is and will use to increase the participation of new and existing MWBE businesses in contracting opportunities.

LAZ is fully aligned with the City in our commitment to multicultural business equity, diversity, inclusion, and sustainability through growing the capacity of historically underutilized businesses. Our commitment to this project is to guarantee **8.2%** participation for the life of the contract. LAZ’s approach to achieving and often exceeding MWBE participation goals involves our ongoing relationships with experienced and skilled MWBE providers and working with them closely to help them develop their services in ways that benefit our clients and their customers, and the local community. We work with MWBE providers closely. For this project we are proposing to subcontract with Nationwide, a Denver based company, to exceed, the Airport’s 7% participation goal. We work with Nationwide at 5 other airports across the US. Nationwide has already supported shuttle services at DEN and has been providing a variety of other services at DEN for 30 years. **Nationwide is also our certified MWBE subcontractor for the parking operations at DEN, transitioning February 1, 2024.**

LAZ is committed to having a diverse workforce and leadership team. We recognize the value of all persons, regardless of the gender, race, economic background and welcomes the community to help everyone grow not just within our organization but the industry as whole. At the core of this inclusivity policy are four focus areas: a broader definition of diversity; policy incentives and commitments, monitoring and tracking performance, accountability and recognition. Prior to the commencement of the contract, LAZ and DSBO will meet and make any adjustments needed to this approved EDI plan, meanwhile this document will be enforceable holding LAZ



accountable for its obligations with DSBO. We believe if we make advancements in these four areas LAZ and DEN will be positioned for significant, long-term, sustainable progress. LAZ inclusivity policy applies to every subcontractor that participates in a project. This inclusion policy will develop a workforce that reflects the diversity of the City and County of Denver, recognizes the barriers of MWBEs and improves their opportunities through partnership and mentorship. A more diverse and inclusive workforce that is also committed to its community helps drive innovation by bringing a variety of perspectives to bear on how we meet the challenges we face. It's a well-proven business model LAZ is committed to incorporating into our daily practices. This approach allows us to better serve our clients, customers, and our community. We value these qualities, experiences, and work styles, and recognize the diverse cultural, legal, societal, political, and religious environments in which we work as we implement projects. We consider this diversity to be our most important resource—helping us connect people and the communities in which we operate.

## **About Nationwide Parking Services, LAZ's Denver based MWBE Partner**

Founded in 1992 in Denver, CO by visionary entrepreneur Dr. Morris Clark, Nationwide has emerged as a leading force in the industry. With a humble beginning, we have steadily expanded our operations to establish a formidable local and national presence. Today, under the dynamic leadership of Angela Clark, Esq., daughter of the late Dr. Clark, Nationwide continues to thrive and evolve, propelling the company to new heights. With a focus on expansion, strategic partnerships, and technological advancements, we are committed to shaping the future of the industry. Our dedicated team, vast experience, and unwavering passion enable us to embrace opportunities, tackle challenges, and deliver unparalleled value to our clients. Additionally, Nationwide is the only minority-woman-owned parking and transportation company in Colorado. Nationwide is a certified WMBE, SBE, EBE, and MWBE firm. At Nationwide, our objective is to revolutionize the transportation experience by delivering innovative, efficient, and customer-centric solutions. We believe this experience should be seamless, convenient, and stress-free. We aim to transform how people perceive and interact with transportation services through our comprehensive range of services, cutting-edge technology, and unwavering commitment to excellence.

Since 1995, Nationwide Parking Services has been a trusted partner in providing comprehensive parking and transportation management solutions to Denver and the Denver International Airport (DEN). Our journey began 28 years ago when we played a pivotal role in the historic transition from Stapleton to DEN's cutting-edge facility. Over the years, we've been instrumental in managing both shuttle and parking contracts, taking on responsibilities such as License Plate Inventory, shuttle supervision, and valet parking. Our unwavering commitment to DEN has forged a wealth of knowledge and experience, making us unrivaled experts in the field. When it comes to DEN, our track record speaks for itself, ensuring passengers experience top-tier service and convenience. In addition to the 20 surface lots we manage in downtown Denver, Littleton, and Colorado Springs, Nationwide also partners with national operators and has airport contracts at Denver International Airport (DEN) – parking management, Los Angeles International Airport (LAX), Oakland International Airport (OAK), John Glenn Columbus International Airport (CMH), Pittsburgh International Airport (PIT), and Dallas Love Field (DAL).

Based in Denver and providing service operations at DEN for almost 30 years, since 1994, Nationwide provides shuttle transportation, parking management, operations, technology consulting, and event parking services for clients throughout the public and private sectors. Our team of industry experts understands the complex issues associated with successfully managing a significant parking or transportation operation and focuses on quality, customer service, responsiveness, and accountability to our clients. We take our responsibility to our clients and their patrons very seriously, which is reflected in our operating philosophy, performance and retention record, and our dedication to quality service. The collective capabilities of our entire management team allow Nationwide Parking Services to implement the necessary transportation solutions to best serve our clients. We offer advanced technology applications for reliable transportation and control and employ operating efficiencies that focus on enhancing the overall customer experience. Our operating platform also includes interactive marketing campaigns with user-friendly platforms to ensure customers experience convenient, secure and efficient transportation options. Nationwide is a certified WMBE, DBE, SBE, EBE and ACDBE firm.

VI. PROCUREMENT PROCESS

Describe Offeror's procurement process, policies and procedures. Provide details on the principles used throughout the process to remove barriers in an effort to promote equity and how you ensure that these efforts flow down to all tiers of subcontractors and subconsultants.

**Procurement:** Our goal is to utilize diverse suppliers, whether certified or not, by forming partnerships to carry out a variety of services whenever it is most applicable. LAZ will look for multiple ways to partner with local certified business enterprise vendors, and if not certified, we have helped them to get certified. We are committed to and have developed a policy to include MWBEs in our procurement and contracting processes. We will be responsible for the development, implementation and monitoring of the Supplier Diversity and Inclusion Plan. Our commitment is to develop mutually beneficial partnerships that will have a positive impact on the entire community and create meaningful opportunities for MWBE companies. If disputes arise pertaining to Prompt Pay, termination/reduction/substitution, or any other matters within DSBO’s oversight as per the DRMC, that cannot be resolved through the initial means we are proposing, we will advise DSBO. When a dispute arises, there will be a meeting between the LAZ DEN GM and the Nationwide operations manager. If that level of mediation does not resolve the issue, meetings will be held between the LAZ Regional VP and Nationwide’s VP of operations, and lastly between LAZ’s Executive VP and the owner of Nationwide. A human resources representative from both sides will be present during all of these discussions from day one. If both parties are not able to resolve the issue, DSBO will be notified at this time for intervention.

**Process:** Depending on the services required, we may reach out individually to several local suppliers after conducting our own research of local or certified small businesses. We then provide an RFP or specifications of desired services. This depends on the circumstance and what is best for the services needed, including any schedule constraints. Where befitting we have an open invitation RFP process. We are also happy to provide debriefings for any firms not chosen.

VII. PAST PERFORMANCE

Provide examples where the Offeror has been successful in promoting equity, diversity, and inclusion both internally and externally.

In addition to the examples provided below, we work closely with our MWBE / ACDBE partners to support them in any way that we can. For example, at **Nashville International Airport (BNA)**, our ACDBE partner was having issues filling their open positions because they did not have the capacity, resources or infrastructure to fill 100% of their positions. We met with them to discuss solutions and came to an agreement that our Human Resources department would work side by side with them to help fill the positions. We posted for their open positions on our various job sites, vetted the applicants and then forwarded the applications to them for next steps. With our support and assistance, they were able to fill 100% of the jobs.

**LAZ’s Experience Working with MWBE / ACDBE Partners:** LAZ has strong, long-lasting relationships with MWBE organizations, regardless of client requirements. As shown below, we have brought in MWBE partners where no participation was required. We take pride in working with local companies of all backgrounds, as that unites us as a company to be part of the local community infrastructure, resulting in a thriving community. LAZ believes in supporting the communities we work in by supporting the local, small and disadvantaged businesses in those communities. When LAZ forms a partnership with a disadvantaged company, we do not use those companies only to meet a point or percentage requirement for a contract. We utilize those businesses at our other properties to help support them and give them more opportunity for growth. Below is a small sampling of some of the MWBE / ACDBE contractors we work with at airports.

Project Name	Contract Information	MWBE Firm Utilized	Required %	Achieved %
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<b>Columbus Airport (CMH) Shuttle</b>	Manage shuttle operations for the three public parking lots at CMH and the employee lot with 23 buses.	Nationwide Parking 1400 16th Street, Suite 400 Denver, CO 80202	N/A Not required	14.21%
<b>LAX-it TNC / Taxi &amp; Shuttle (LAX)</b>	Manage operations for the “LAX-it” Taxi & Ride App shuttle service & lot at Los Angeles International Airport (LAX). Oct 2019 – present with 46 buses.	1. Professional Fleet 6101 W 98 <sup>th</sup> St LA, CA 90045 2.Greenworld Maintenance 928 W. Hillcrest Blvd Inglewood, CA 90301 Patton Natural Gas 8939 S Sepulveda Blvd LA, CA 90045	2.2%  4.7%  4%	2.6%  5.8%  4.1%
<b>LAX Bussing Services (LAX)</b>	Manage 4 separate bus lines w/ over 34 buses	1. Professional Fleet 6101 W 98 <sup>th</sup> St LA, CA 90045 2. Nationwide Parking 1400 16th Street, Suite 400 Denver, CO 80202 3. Patton Natural Gas 8939 S Sepulveda Blvd LA, CA 90045	4.2%  1.5%  3%	4.8%  1.7%  3.6%
<b>Pittsburgh Intl Airport (PIT) Self-Park &amp; Busing</b>	Manage self-park & bussing operations and will be opening a valet service and taking over the ground transportation management by year’s end.	Nationwide Parking 1400 16th Street, Suite 400 Denver, CO 80202	10.26%	11.31%
<b>John Wayne Airport (SNA) Parking &amp; Shuttle</b>	Manage operations for Self-Parking, Valet, TNC Curbside & Shuttle Management.	Greenworld Maintenance 928 W. Hillcrest Blvd Inglewood, CA 90301	N/A Not required	4%
<b>Oakland Intl. Airport (OAK) Self- Park</b>	Manage self-park operations	Nationwide Parking 1400 16th Street, Suite 400 Denver, CO 80202	No goal set by the airport	11.91%
<b>Baltimore City Parking Garage</b>	LAZ and PMS Parking forged a partnership through a JV. At its peak, our partnership jointly managed 12 properties in Baltimore. PMS is also our WBE partner in the management of our Washington Metropolitan Area Transit Authority (WMATA) contract. Currently, we jointly manage three properties, with 60 employees.	PMS Parking, Inc. 322 N. Howard St. 4th Fl. Baltimore, MD 21201	N/A Not required	50%

## VIII. FUTURE INITIATIVES

Provide a roadmap of the work Offeror intends to do over the next 5 years to promote equity, diversity, and inclusion both internally and externally.

### LAZ's 5 Year Road Map for Diversity, Equity and Inclusion:

INITIATIVE	MILESTONE
<b>Forums / Symposiums for Minority Groups</b>	Quarterly forums and panel discussions centered around racial inequality, unconscious bias, news in DE&I
<b>Mentorship Program</b>	Includes 20+ mentor + mentee pairs from all diversity groups and leadership levels
<b>Leadership Development Program Focused on Heterogeneous Team-Building</b>	Dedicated DE&I week within our flagship LAZ University Manager Certification 101 Program; Dedicated to Diversity training for leaders and an introduction course for frontline employees
<b>Metrics</b>	Diversity data tracking to be used as an ongoing success measure
<b>Improve Communication to the Frontline</b>	A plan centered around frontline communication regarding DE&I initiatives and opportunities for engagement and participation
<b>Improve Exposure / Recognition of Minority Leaders</b>	Developing and launching new programs and avenues to showcase minority leaders internally and externally

### LAZ's 5 Year Road Map for Diversity, Equity, and Inclusion Programs

In addition to our ongoing diversity programs, we also have implemented the following:

1. DE&I Survey across all of LAZ
2. DE&I Focus Groups across all of LAZ
3. Two Diversity Symposiums per year

LAZ Parking is dedicated to building a diverse workforce, as well as cultivating municipal and business partnerships with women-owned, minority-owned, small enterprises, disadvantaged, veteran-owned and other diverse businesses. With more than 75% of our employees in minority categories, we are proud to say we are a diverse employer that encourages and represents a diverse group of people.

#### DE+I MISSION

Develop and launch programs to support the overall growth and development of minority employees within our organization.

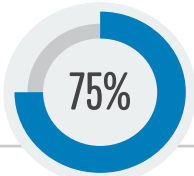
### Diversity, Equity & Inclusion INITIATIVES at LAZ

- **FORUMS / SYMPOSIUMS FOR MINORITY GROUPS.** Quarterly forums and panel discussions centered around racial inequality, unconscious bias and news in DE+I.
  - **MENTORSHIP PROGRAM.** The pilot program deployed March 2021, including 15 mentor and mentee pairs from all diversity groups and leadership levels. We launched round 2 of the mentorship program in 2022, which was focused on individuals from minority groups. And the 3<sup>rd</sup> group was just
- MWBE EDI Plan for DEN Shuttle Management Services - RFP #202368959 - LAZ Parking - 10



launched in March 2023. The program's objective is to give emerging minority leaders an opportunity to enhance their network at LAZ, improve business acumen and grow within the company.

- **LEADERSHIP DEVELOPMENT PROGRAMS.** Dedicated D+I week within our LAZ University Manager Certification 101 Program; Dedicated to Diversity training for leaders launched in 2019 with a phase 2 for leaders and an introduction course for frontline employees launched that relaunched in 2021 and has been a huge success for participants every year.
- **METRICS.** Diversity data tracking to be used as an ongoing success measure and report on.
- **IMPROVED COMMUNICATION TO THE FRONTLINE.** Streamlined communication on D+I initiatives and opportunities for engagement through LAZPeople (internal website).
- **IMPROVE EXPOSURE/RECOGNITION OF MINORITY LEADERS.** Continuing to strategize and grow our Diversity, Equity and Inclusion program through company surveys, LAZ University videos and panels.



More than 75% of our employees are in minority categories. We were also the first Platinum corporate sponsor for the Women in Parking association.

2024 DIVERSITY, EQUITY, AND INCLUSION ROADMAP

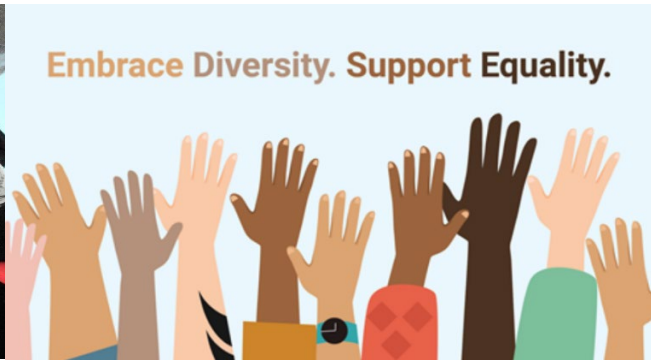
We are committed to an even stronger focus on strengthening our commitment to diversity, equity, inclusion. There has been great progress made under the leadership of our Diversity, Equity & Inclusion committee as well as our HR Business Partners across the regions. Together they have helped us review our DE+I priorities, conducted roundtable discussions and encouraged an open dialogue and exchange. LAZ Parking has committed to the below initiatives to enhance our culture and people practices, create opportunities, develop new pathways for growth and strengthen our partnerships.



DIVERSITY PANELS

LAZ hosts diversity panels through LAZ University to provide leadership, influence our employees and support a sustainable culture.

Initiative	Timeline
Engage with DE&I Consultant – Wema Hoover	Q1 – Achieved
Launch Companywide DE&I Survey	Q1 – Achieved
Attend 2 Diversity Group Symposiums	Q2-Q3 – Achieved
Launch of Mentoring Program (round 2)	Q3-Q4



LAZ is committed to creating opportunities through the development and advancement of programs to align with our mission of respect to diversity, equity and inclusion within our organization. Through education and awareness, we can create connections and open doors for career and personal development for all.



**Terrance Gilmore, SVP and National DE+I Committee Leader**

## Signature Page

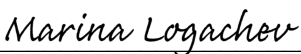
This agreement has been executed by the signatories listed below. In addition to all applicable provisions of the MWBE Ordinance and any corresponding Rules and Regulations, **LAZ Parking** shall comply with the requirements of this Approved Plan. Updates to this plan will be performed annually by **LAZ Parking**, and approved by DSBO, beginning in December 2024 or at the request of DSBO.



**Kendra Petty, EVP, LAZ Parking**

**Signed on Date:**

12/18/23



**Marina Logachev, DSBO Compliance Manager (Delegated Authority by DSBO Director)**

**Signed on Date:**

\_\_\_ 12/22/2023 \_\_\_

**EXHIBIT E**

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
hereafter referred to as the "Contractor", and \_\_\_\_\_,

a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,

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 **THREE MILLION DOLLARS AND NO CENTS (\$3,000,000.00)**, 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 **CONTRACT NO. 202368959**, 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;

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Contractor**

By: \_\_\_\_\_  
**President**

\_\_\_\_\_  
**Surety**

By: \_\_\_\_\_  
**Attorney-In-Fact**

(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:

**KERRY TIPPER**

City Attorney for the City and County of  
Denver

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

By: \_\_\_\_\_  
**CEO DEPARTMENT OF AVIATION**

By: \_\_\_\_\_  
**Assistant City Attorney**

**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)

Contract No: «Contract\_No»  
Project Name: «Project\_Name»  
Contract Amount:  
Performance and Payment Bond No.:

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through

\_\_\_\_\_, insurance  
company, on \_\_\_\_\_, 20\_\_.

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 \_\_\_\_\_.

Thank you.

Sincerely,

EXHIBIT F

MOTOR VEHICLE LEASE

This motor vehicle lease, made February 1, 2025, between City and County of Denver a municipal corporation, and LAZ Midwest, a corporation authorized to do business in the State of Colorado (“lessee”).

Lessor leases to lessee and lessee leases from lessor the following motor vehicles-

Bus #	VIN #	License Plate #	Vehicle Type	License exp.
			Cutaway	Permanent

The vehicles listed above are leased on the following terms and conditions:

SECTION ONE.  
LEASE PAYMENTS

Lessee shall pay as lease payments for each vehicle \$\_\_\_\_\_ (\_\_\_\_\_ Dollars and Zero Cents). All lease payments shall be paid as a deduction to the monthly fee paid by the City and County of Denver Department of Aviation made to LAZ for shuttle bus services beginning with the invoice for January 2025 services.

\_\_\_\_\_

## **SECTION TWO. DELIVERY OF VEHICLE**

Lessor shall use all reasonable diligence to deliver the leased vehicles to lessee on the execution of this lease at an agreed upon place but shall not be liable to lessee for any failure or delay in obtaining the vehicles or making delivery, if lessor shall have exercised reasonable diligence in attempting to make such delivery. The City will provide two-way radios in each vehicle.

## **SECTION THREE. USE OF VEHICLE**

Lessee shall not use or permit the use of the leased vehicles in a negligent or improper manner or in violation of any law, or so as to avoid any insurance covering the vehicles or permit the vehicles to become subject to any lien, charge, or encumbrance. The Lessee agrees to assign a LAZ Point of Contract (POC) for this Agreement to work with DEN Maintenance on bus maintenance, issues, concerns. Vehicles may only be used for services provided for in contract 202368959.

## **SECTION FOUR. LICENSING AND REGISTRATION**

The vehicles subject to this lease shall bear license plates and the title shall be registered in the name of lessor. The annual registration or license fees shall be paid by lessee. Unless otherwise specified, lessor, where required, shall register the vehicle in conformance with the laws of Colorado. Local registration or registration of the vehicle in other states shall be at the expense of lessee.

## **SECTION. MAINTENANCE AND REPAIRS**

Unless otherwise agreed in writing by the parties, all service, materials, and repairs in connection with the use and operation of the vehicles during the lease term, including but not limited to oil, batteries, repairs, maintenance, tires, and towing necessary for its proper use and operation, shall be at lessee's expense. Lessee agrees to maintain the vehicles in accordance with all service intervals recommended by the manufacturer of the vehicles. Lessor shall not be liable for repairs, nor shall any such repairs be charged to lessor. The Lessee shall wash and clean listed vehicles in accordance with the standards established in Agreement 202368959. Additionally, the Lessee agrees to deliver listed vehicles to DEN Maintenance (for maintenance) upon request.

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**SECTION SIX.  
OBLIGATION TO INSURE**

Lessee shall provide all insurance required by Agreement 202368959. If lessee shall fail to pay for or provide any insurance specified as the responsibility of lessee, lessor at its option may pay for such insurance and add the amount paid to the next monthly payment due from lessee. Lessee will promptly notify lessor of any accident or incident that may result in an insurance claim.

**SECTION SEVEN.  
OBLIGATION TO PAY MISCELLANEOUS CHARGES**

Lessee agrees to pay all storage charges, parking charges, and fines incurred in connection with the vehicle. Lessee will pay any fees or taxes that may be imposed with respect to the vehicles by any constituted governmental authority as the result of lessee's use or intended use of the vehicles.

**SECTION EIGHT.  
RISK OF LOSS AND DAMAGE**

Lessee shall bear all risks of damages to or loss of the vehicles, or any portions of the vehicles, not covered by insurance. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of lessee and shall be accessions to the vehicles. Lessee, at all times and at lessee's expense, shall keep the vehicles in good working order, condition, and repair, reasonable wear and tear excepted. The lease payments on the vehicles shall not be prorated or abated while any or all of the vehicles are being serviced or repaired.

**SECTION NINE.  
INDEMNIFICATION OF LESSOR**

Lessee agrees to indemnify lessor against all claims, losses, causes of action, and expenses, including attorneys' fees and legal expenses, arising from the use, maintenance, and operation of the vehicles.

**SECTION TEN.  
TERMINATION OF LEASE**

This lease will terminate upon the termination of agreement 201630273 or at any time after the first 12 months of the term of this lease, provided lessee has given lessor 30 days' advance

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notice in writing of intent to terminate and is not in default. The vehicles shall be returned to the Lessor at the DEN Maintenance Center and 26414 E. 98<sup>th</sup> Ave. Denver CO 80249.

## **SECTION ELEVEN. TERMINATION BY DEFAULT**

Lessor, at its option, may by written notice to lessee declare this lease in default on the happening of any of the following:

- A. default by lessee in payment or performance of any of lessee's obligations;
- B. a proceeding in bankruptcy or under any law for relief of debtors involving lessee or the leased vehicles;
- C. voluntary assignment of lessee's interest in this agreement;
- D. involuntary transfer of lessee's interest in this agreement by operation of law; or
- E. expiration or cancellation of any policy of insurance agreed to be paid for by lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal of the insurance, during the entire term of this lease.

On declaration by lessor that lessee is in default under this lease, the vehicles shall be surrendered and delivered to lessor, and lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of lessee. On default, lessee and lessee's successor in interest, whether by operation of law or otherwise, shall have no right, title, or interest in the vehicles, or its possession or use, and lessor shall retain all lease payments and other sums paid by lessee under this agreement with respect to the vehicles. The rights and remedies of lessor under this agreement are not exclusive, but cumulative and in addition to all other rights and remedies provided by law.

## **SECTION TWELVE. RETURN OF VEHICLE**

On expiration of the lease term, or earlier termination of the lease as provided in this lease, lessee shall return the vehicle to lessor in the same condition as when received, less reasonable wear and tear, at the DEN Maintenance Center and 26414 E. 98<sup>th</sup> Ave. Denver CO 80249 or any other location mutually agreed on by the parties. Normal wear and tear will not be considered damage. Normal wear and tear are the deterioration which occurs based upon the use of which the vehicle is intended and without intentional damage, accident damage, or misuse, or abuse of the vehicle.

## **SECTION THIRTEEN. ASSIGNMENT**

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Lessee agrees not to assign, transfer, sublet, pledge, or encumber any of its rights under this lease, or the lease itself. Lessee consents to and authorizes lessor's assignment of all rentals, charges, and other amounts payable by lessee to lessor, or to become payable under this agreement. If lessor so assigns the sums agreed to be paid by lessee to [name of assignee], the rights of assignee to receive the sums shall be free from all defenses, setoffs, and counterclaims of every kind that lessee may be entitled to assert against lessor, but lessee may separately assert such claims against lessor. Notwithstanding such assignment, assignee shall not assume any of the obligations of lessor. This lease and the rights and interests of lessee are subordinate to any security agreement executed by lessor and any such assignment covering the vehicle.

#### **SECTION FOURTEEN. NO WAIVER**

Failure of lessor in any one or more instances to insist on the performance of any of the terms of this lease, or to exercise any right or privilege conferred in this lease, or the waiver of any breach of any terms of this lease shall not subsequently be construed as a waiver of such terms, which shall continue in force as if no such waiver had occurred.

#### **SECTION FIFTEEN. LIMITATION OF WARRANTIES**

There are no warranties, expressed or implied, by lessor to lessee, except as contained in this agreement, and lessor shall not be liable for any loss or damage to lessee, nor to anyone else, of any kind and however caused, whether by any vehicle, its repair, maintenance, or equipment, or its failure, or by interruption of service or use of any leased vehicle.

#### **SECTION SIXTEEN. CONSTRUCTION OF INSTRUMENT**

This agreement is one of leasing only and lessee does not acquire any right, title, or interest to the leased vehicle other than the right of possession accorded a lessee.

#### **SECTION SEVENTEEN. NOTICES**

Any notice to be given under this agreement shall be deemed given when sent by registered or

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certified mail to the address of the party to be notified, as set forth at the beginning of this agreement.

**SECTION EIGHTEEN.  
GOVERNING LAW**

This lease shall be governed by and construed under the laws of the State of Colorado.

**SECTION NINETEEN.  
BINDING EFFECT**

This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties.

The parties have executed this motor vehicle lease at [place of execution] the day and year first set forth above.

[Name of lessor]

By:

\_\_\_\_\_  
[Name of agent of lessor]

[Title of agent of lessor]

\_\_\_\_\_  
[Name of lessee]

[Title of Lessee]]

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