

## SHUTTLE BUS MANAGEMENT SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of the date indicated on the signature page below, by and between the **CITY AND COUNTY OF DENVER**, a Colorado municipal corporation ("City"), Party of the First Part, and **ABM PARKING SERVICES INC.**, a California corporation authorized to do business in the State of Colorado ("Contractor"), Party of the Second Part.

### RECITALS

**WHEREAS**, the City owns and operates Denver International Airport ("DEN" or the "Airport"), and

**WHEREAS**, the City desires to obtain shuttle bus operation services for DEN; and

**WHEREAS**, the City has solicited and received proposals for such services, and has chosen the proposal submitted by the Contractor; and

**WHEREAS**, the Contractor is fully qualified and ready, willing and able to provide such services to the City at DEN, in accordance with its proposal submitted to the City;

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

### SECTION 1 – DEFINITIONS

As used in this Agreement, unless the context requires otherwise:

#### 1.1 Accident

"Accident" means an incident, collision or other event arising in any manner from the performance of the Contractor which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. Refer to the Standard Operating Procedure, Exhibit G for definition related to Liquidated Damages

#### 1.2 Airport; Den

"Airport" or "DEN" means Denver International Airport

#### 1.3 Bus Storage Yard

Bus Storage Yard means the area adjacent to the B Turnstile Building where Airport shuttle vehicles are stored or parked when not in service, or other area as designated by the Chief Executive Officer – Department of Aviation ("CEO") or her/his designee.

#### 1.4 CEO

"CEO" means the CEO – City and County of Denver Department of Aviation or his/her successor in function

## **1.5 Comprehensive Shuttle Bus Service**

“Comprehensive Shuttle Bus Services” means shuttle bus service for the transportation of (1) public parking patrons between the public parking lots and the Terminal Building, (2) employees between the employee parking lots and the Terminal Building and between the employee parking lots and the A, B, and C concourses, (3) between the Terminal Building and the Air Cargo Buildings, and (4) Special Services including emergency or special shuttle services as authorized.

## **1.6 Concourses**

“Concourses” shall mean Concourses A, B, and C located at the Airport but specifically excepts the Terminal as herein defined.

## **1.7 Contract Administrator**

“Contract Administrator” means the person designated by the CEO or Senior Vice President to perform day-to-day administration of this Agreement for the City.

## **1.8 Contract Year**

“Contract Year” means the period of twelve (12) consecutive calendar months from February 1 through January 31.

## **1.9 Contractor’s Employee; Contractor Personnel**

“Contractor’s employee” or “Contractor personnel” shall include employees, personnel, and agents of the Contractor and subcontractor, if any.

## **1.10 Contractor’s Proposal**

“Contractor’s proposal” shall mean the Proposal as finally submitted by Contractor and accepted by the City and consisting of the Contractor’s plan of operation under this Agreement. Portions are attached hereto as Exhibit A and incorporated herein by reference.

## **1.11 Cutaway**

Cutaway means a shuttle bus vehicle that typically has fewer than 20 seats and turning radii suitable for maneuvering within the Economy Lot and generally used to transport passengers between the Terminal Building and the Economy Lots or other parking facilities.

## **1.12 Senior Vice President**

“Senior Vice President” means the Senior Vice President – Parking and Transportation Systems (“Senior Vice President”) or successor in function designated by the CEO under Section 2.1.

## **1.13 FAA**

“FAA” means the Federal Aviation Administration of the United States government and federal agency succeeding to its jurisdiction.

#### **1.14 Index**

“Index” shall mean the annual Consumer Price Index (CPI-U) for All Items and All Consumers for the Denver-Boulder-Greeley, Colorado Metropolitan Area as maintained by the U.S. Bureau of Labor Statistics (1982-1984 = 100), based upon calendar year . If the United States Bureau of Labor Statistics shall discontinue issuing the Index for the Denver-Boulder-Greeley Metropolitan, then the wage adjustments provided for in this Agreement using the Index shall be made on the basis of changes in the U.S. national city average CPI-U for all items and all consumers, if available, or if not, using the most comparable and recognized cost-of-living index then issued and available which is published by the United States Government.

#### **1.15 Parking Lots; Parking Facilities**

“Parking Lots” and “Parking Facilities” mean the areas on the Airport for parking vehicles of passengers and employees. These areas are designated in Exhibit H attached hereto and made a part of hereof by this reference. The Senior Vice President or his/her designee shall have the authority to amend Exhibit H by giving written notice to the Contractor that reflects additions, closures, or modifications of the parking areas.

#### **1.16 Shuttle Bus**

“Shuttle Bus” means and includes all vehicles with a maximum passenger carrying capacity (including the driver), as established by the vehicle manufacturer, of 15 passengers or more, including vans, cutaways and buses, used to transport parking patrons and employees in the Airport shuttle bus operations described in this Agreement.

#### **1.17 Special Routes, Specials, Emergency Services**

“Special routes,” “specials,” and “Emergency services” are irregularly provided shuttle bus services operated by the Contractor at the request of and with the prior approval of the CEO of Aviation or Senior Vice President. The services may include but are not limited to busing services provided during security or aircraft emergencies, or shuttle bus services provided in connection with Airport tours or other special functions.

#### **1.18 Standard Operating Procedures, Sops, Operating Procedures**

“Standard Operating Procedures”, “SOPs”, or “Operating Procedures” means a document issued to the Contractor pursuant to this Agreement, which sets forth detailed procedures or requirements for specific aspects of the Contractor’s work hereunder.

#### **1.19 Terminal**

“Terminal” shall mean the Jeppesen Terminal Building located at the Airport.

#### **1.20 TSA**

“TSA” means the Transportation Security Administration of the United States government and federal agency succeeding to its jurisdiction.

## **1.21 Turnstile Area**

“Turnstile area” means the buildings, including the A and C Turnstile Building and the B Turnstile Building, located within the Airside Employee Parking Lot where employees working on Concourse A, B, or C board and disembark shuttle buses for transportation to/from their place of work.

## **SECTION 2 – CONTRACT ADMINISTRATION; CONTRACT DOCUMENTS**

### **2.1 CEO; Senior Vice President; Contract Administrator**

The CEO authorizes all work performed under this Agreement. The CEO hereby designates the Senior Vice President as her/his designee with authority to act in all matters in the administration of the Agreement except for matters specifically reserved to the CEO. The Senior Vice President shall designate an employee of the Department of Aviation, Revenue Management Division, as the Contract Administrator with authority to act in all day-to-day matters in the administration of this Agreement. From time to time during the term of this Agreement, by written notice to the Contractor, the CEO may alter this line of authority by designating a substitute or successor Senior Vice President or Contract Administrator, and the Senior Vice President may designate a substitute or successor Contract Administrator.

### **2.2 Access To Records And Work Areas**

The Contract Administrator shall have free access to all records and documents of the Contractor directly relating to site labor, parts, materials and equipment used to perform the work, and to all of the Contractor's work areas at all times for the sole purpose of evaluating the Contractor's performance and administering the Agreement, and the Contractor is to afford the Contract Administrator all necessary facilities and assistance for so doing.

### **2.3 Contract Documents; Order Of Precedence**

This Agreement consists of Sections 1 through 14 that precede the signature page and the following attachments that are incorporated herein and made a part hereof by reference:

Federal Assurances	
Exhibit A	Contractor's Proposal (excerpts)
Exhibit B	City and County of Denver Insurance Certificate
Exhibit D	Forms for Performance Bond, Letter of Credit
Exhibit E	Pricing Form
Exhibit F	Sample Invoice Form
Exhibit G	Standard Operating Procedures (SOPs)
Exhibit H	Route Maps; Parking Facility Maps
Exhibit J	Busing Plan Form
Exhibit K	Office Space Provided for Contractor's Use

Together all such documents constitute and are referred to as the “Contract Documents” or the “Agreement.”

In the event of (i) an irreconcilable conflict between a provision of Sections 1 through 14 and any of the listed attachments, such that it is impossible to give effect to both, or (ii) an irreconcilable conflict between provisions of any attachments, such that 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:

- Federal Assurances
- Exhibit B
- Exhibit D
- Exhibit E
- Exhibit G
- Exhibit H
- Exhibit K
- Exhibit J
- Exhibit F
- Exhibit A

### **SECTION 3 – SCOPE OF WORK**

#### **3.1 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 or his/her designee. The Senior Vice President 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 Senior Vice President 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 Senior Vice President 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.

#### **3.2 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.

### **3.3 Service To Existing Facilities**

Contractor shall operate public and employee shuttle bus service between the Terminal Building and City owned parking facilities as described herein. A map showing the general layout and location of the existing Parking Facilities is incorporated in this Agreement in Exhibit H.

#### **A. Public Parking Shuttles**

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

- East Economy Parking facility and the Terminal Building
- West Economy Parking facility and the Terminal Building
- Pikes Peak Lot and the Terminal Building
- Mt. Elbert Lot and Terminal Building

#### **B. Employee Parking Shuttles**

Shuttle bus service shall be furnished to employees between the:

- Landside Parking Lot and the Terminal Building (Landside Route)
- Turnstile Building area at the Airside Employee Lot and Concourses A, B, and C. 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 and maintenance buildings.

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

Specials bus service shall be operated upon request to serve employee, public or other agencies as approved by the Senior Vice President or his/her designee. Such routes include but are not limited to seasonal operation to the Mt. Elbert Parking Lot or shuttle bus service provided during an Amber/Red Alert as designated by the Airport Operations or the TSA. The Contractor will be expected to respond immediately to direction from the Senior Vice President 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.

### **3.4 Operation of Reconfigured And Future Facilities**

#### **A. Facilities**

Throughout the term of this Agreement, City shall have the right in its sole discretion, to improve, add, reduce, modify, or replace Shuttle Bus routes. This Agreement shall not limit City's authority to perform such activities itself or to contract with a party other than Contractor for performance thereof. However, in such event, City 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 City constructs additional parking structures, parking lots, and/or creates additional shuttle bus routes on the Airport prior to termination of this Agreement, City 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 of 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, the City may select an additional contractor to operate and manage the additional bus routes.

**3.5 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.

**3.6 Preparation For Assumption Of Responsibility**

The Contractor shall, after delivery of the written notice to proceed from the City, 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 CEO. 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 will obtain from the City, at least seven (7) calendar days prior to assumption of responsibility (assumption of the requirements of the Contract), all badges, clearances, and airfield drivers licenses that are required for such personnel's job classification as set out herein. Contractor must provide an emergency contingency plan to the Senior Vice President or his/her designee within ninety (90) days after execution of this Agreement.

**3.7 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 Senior Vice President or his/her designee in order to

facilitate the City's operating the shuttle bus service by any means other than through Contractor's services, including using the City's own forces, with the use of any or all of the shuttle bus vehicles then being operated by Contractor, whether City-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 the City that it is not a party to any lease or other contract which would limit its right or ability to allow the City 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 the City 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 two (2) hours or longer, the City 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, the City shall notify Contractor of the takeover by the most expedient commercially reasonable means at the earliest feasible opportunity. The city may continue operating the Shuttle Bus System until the City is satisfied, in its sole discretion, that the contractor is ready, willing and able to resume operational management of the shuttle Bus System. The City may recover from the Contractor, or deduct from amounts otherwise owed to the Contractor, all costs incurred by the City because of the takeover of the operation of the Shuttle Bus System, including the City's internal management or staff time to do so.

### **3.8 Annual Budget**

The Contractor shall prepare and submit to the Contract Administrator, at least 45 days prior to the commencement of the contract, an annual budget for the City's fiscal year or any remaining portion thereof, pursuant to the standards of service required by the Contractor by the City and set forth in the SOPs and this Agreement. In each subsequent year, the Contractor shall submit an annual budget 45 days prior to the start of the fiscal year. Each annual budget shall be subject to approval in advance by the Director of Parking and Transportation ("Director"). The annual budget shall include the bus hours and fees to be paid to the Contractor for operating all aspects of the Comprehensive Shuttle Bus Service. The annual budget shall itemize the estimated bus hours by route for all public and employee shuttle bus routes, and include an allowance for Special Services based on costs of such services in the prior year or other information provided by the Director. The Contractor shall submit a preliminary budget by March of each year for the following year based upon the current Comprehensive Shuttle Bus System requirements.

### **3.9 Monthly and Weekly Reports**

Contractor shall prepare and furnish to the Director a monthly report on or before the 10th of each month that shall include, at a minimum, the following data, which is compiled from actual daily operating data:

Total number of passengers (public parking and employees) carried by individual vehicle by vehicle number;

Daily shift staffing levels, actual vs. schedule.

Daily vehicle status and daily status of City or Contractor provided equipment or facilities.

Daily list of complaints and action taken to resolve complaints.

Deviations from scheduled service and service intervals

Special and Emergency Operations

Total In-Service vehicles hours by type of vehicle; and

Total number of vehicles unavailable with description of reason and date.

Any incidents where vehicles bypassed waiting patrons and the reasons therefor

The specific requirements for monthly reports, including format and any additional information required, shall be stated in the SOPs.

## **SECTION 4 – COMPENSATION AND PAYMENT**

### **4.1 Compensation**

The City 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 Section 4. Fees paid to Contractor shall be the only compensation to Contractor for the operation of the Comprehensive Shuttle Bus Service at the Airport, with the exception of reimbursable expenses described in Section 4.8, and additional services payments described in Section 4.9.

### **4.2 Fee Per Vehicle Hour**

City shall compensate the Contractor per vehicle per each hour of actual shuttle operation performed by the Contractor. This sum includes compensation for vehicles, management, salaries, fringe benefits, profit, uniforms, training, insurance, and overhead costs associated with the operation, maintenance, cleaning and washing of vehicles, Contractor supplied equipment, licenses and permits, office equipment and supplies, costs of repairs to City or private property caused by negligence or omissions by the Contractor or its employees or subcontractors, other expenses and costs which are the responsibility of the Contractor, and any other miscellaneous costs. Hours of actual shuttle operation shall not include any time during which a shuttle vehicle has been removed from service for purposes of maintenance or cleaning, or is being transported or driven to the location where these services are performed.

Fees paid to the Contractor for Comprehensive Shuttle Bus Service shall be set forth in **Exhibit E**.

### **4.3 Invoicing and Payment Procedure**

On or before the fifteenth (15<sup>th</sup>) day of the month, Contractor shall submit a monthly invoice to the City for the prior month. The monthly invoice shall specify the number of buses by bus type in operation by route, and the hours each bus was operated for the previous monthly period. All such invoices shall have attached hereto supporting documents detailing actual hours of vehicle operation. 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 the Director. City reserves the right to require additional documentation of any such payment request submitted.

The City shall 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 POTENTIAL LIQUIDATED DAMAGES and have not yet been applied.

#### 4.4 Adjustment of Fees

Effective February 1, 2018, the fees per vehicle hour paid to Contractor hereunder shall be increased annually for each Contract Year during the term of this Agreement by application of the following formulae, where "Index" is as defined in Section 1.14 of this Agreement, and each "Original Fee" is the number stated in Section 4.2:

Fee per Vehicle Hour for 02/01/2018 – 01/31/2019 =	Original Fee x	<u>Index for 2017</u> Index for 2016
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Fee per Vehicle Hour for 02/01/2019 – 01/31/2020 =	Original Fee x	<u>Index for 2018</u> Index for 2016
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Fee per Vehicle Hour for 02/01/2020 – 01/31/2021=	Original Fee x	<u>Index for 2019</u> Index for 2016
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Fee per Vehicle Hour for 02/01/2021 – 01/31/2022=	Original Fee x	<u>Index for 2020</u> Index for 2016
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Adjustment for any extended term:

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Fee per Vehicle Hour for 02/01/2022 – 01/31/2023 =	Original Fee x	<u>Index for 2021</u> Index for 2016
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Fee per Vehicle Hour for 02/01/2023– 01/31/2024 =	Original Fee x	<u>Index for 2022</u> Index for 2016
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As used in this Section, the "First Extended Term" means the period of term extension of up to twelve months after the end of the Initial Term; the "Second Extended Term" means any period of term extension commencing more than twelve (12) months after the end of the Initial Term.

**4.5 Reserved**

**4.6 Liquidated Damages**

The Contractor acknowledges that failure to perform its obligations under this Agreement would cause damages to the City in its Airport operations, which would be difficult to quantify. Therefore, it is agreed that liquidated damages may be assessed by the City as described below, for the listed violations or omissions of the Contractor. Liquidated damages shall be deducted from the payment due to the Contractor the month following the date the liquidated damages are assessed. The provisions of this section shall not preclude recovery by the City of damages, or the City'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 the City or that may become due to the Contractor or by collecting same from the Contractor or their surety.

**A. Assessment of Liquidated Damages**

The Contract Administrator will notify the Contractor in writing that the City intends to assess liquidated damages, and the specific incident on which each such assessment is based. The Contractor may dispute its liability for any such assessment by submitting to the Contract Administrator, within five (5) 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 timely submit a written statement disputing an assessment shall constitute a waiver of all objections to such assessment.

**B. Service and Performance Standards**

The City will use the following standards for the assessment of liquidated damages:

	<b>Incident</b>	<b>Deduction</b>
Reliability	95% of the buses enter the lot within 10-minutes based on Next Bus or AVI software reporting if a member of the traveling public or employee waits longer than the 10-minute service interval between buses, or waits more than 10-minutes for a bus at any stop at any public or employee parking facility or at the Airport's Terminal building.	\$50 over 10 minutes per occurrence. \$100 over 20 minutes per occurrence. \$500 over 30 minutes per occurrence.
Courtesy and Service	Documented or substantiated incident of rude behavior (as defined by the City) by the Contractor's employee toward the general public.	\$50 per occurrence

Courtesy and Service	Based on the results of each mystery shopping survey, the Contractor's performance shall be rated Below Expectations when an overall score of less 85 percent is achieved, or if scores for specific areas of service such as Contractor employee appearance or cleanliness of vehicles, which are specified in the SOPs, are below targeted scores set out in the SOPs	The Contractor agrees to develop and implement a plan, which addresses each of the consultant's recommendations, which plan shall be approved in advance by the City. The Contractor shall not be obligated hereunder to expend more than Twenty-Five Thousand Dollars and No Cents (\$25,000) on consultant services in any quarterly period.
Vehicle Maintenance and Cleanliness	Shuttle Bus Service are (a) maintained and serviced in strict conformity with all requirements of the law and with all operating and maintenance standards established by the manufacturer of the vehicle, and in a manner satisfactory to the Director, and (b) have clean interiors and exteriors in accord with standards described in this Agreement	\$100.00 each time preventive maintenance not performed. \$200.00 for each day a vehicle is operated in service without proper functioning of heating, air conditioning, safety, accessibility systems, or City provided equipment (e.g., radios, etc.); \$100.00 for each vehicle that fails to pass a Department of Transportation inspection. \$500 for each vehicle that is found to have not been cleaned

		and washed per agreement \$500 for unauthorized tampering with City-supplied equipment including radios, AVI tags, and other equipment.
Employee Training and 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	\$50 per occurrence
Safety	Comprehensive Shuttle Bus Service is operated safely	\$1,000 for two accidents per month or per 8,000 vehicle-hours \$2,000 for three or more accidents per month or per 8,000 vehicle-hours

Reports	Failure to deliver the Monthly Busing Plan, Monthly Report, and/or other recurring reports required by this Agreement resulting from the acts or omission of Contractor	\$50 per occurrence, per day
Compliance with Airport Rules and Regulations	Failure by the Contractor's Management personnel to comply with Airport Rules and Regulations	\$950 per occurrence
Vehicle Maintenance and Cleanliness	Failure to maintain the required numbers of Company owned Service Vehicles on site and in working condition.	\$50 per day until the required numbers and types of vehicles are on site and in working condition.
Vehicle Maintenance and Cleanliness	Failure to replace the Company owned Service Vehicles at 100,000 miles.	\$50 per day until the replacement is on site.

#### **4.7 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 the City 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. The Service fee is \$250.00 per occurrence and will be deducted from the monthly invoice.

#### **4.8 Reimbursable Expenses**

If the City is unable to fulfill its obligations as specified in Section 6—OBLIGATIONS OF THE CITY, the contractor shall notify the Contract Administrator immediately. The Contract Administrator and Contractor will determine relief to said specifications of the contract and/or approve the replacement of and for reimbursement said services prior to proceeding. The City shall agree to the reimbursable expenses for actual costs with no mark up.

#### **4.9 Additional Services**

The Contractor shall also perform work requested by the Senior Vice President or his/her designee which relates to the work covered by this Contract but which is not covered by the Contract, hereafter referred to as Additional Services. If the Senior Vice President or his/her designee requests Additional Services or the Contractor must perform services under this Contract, the Contractor shall submit a proposal for performing such services along with an estimate of the cost. The Contractor and the City shall agree on payment procedures and cost in writing for these services. The total amount which the City may authorize under this Contract for Additional Services shall not exceed One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00). The approval of Additional Services and the cost of performing them

shall not under any circumstances be deemed to constitute any basis for or an agreement by the City to an increase in the Maximum Contract Liability.

#### **4.10 Maximum Contract Liability; Funding**

A. Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of One Hundred and Seventy Eight Million Dollars and No Cents (\$178,000,000.00). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System and Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future appropriations, apportionments or allocations to said fund.

B. It is agreed and understood that this Agreement is a multi-year agreement with only partial funding authorized at the commencement of the term of this Agreement, such partial funding consisting of the approved and/or encumbered amount of Nineteen Million Seventy Seven Thousand Seven-Hundred Fifty Dollars and No Cents (\$19,077,750.00). The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and the Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

#### **4.11 Prompt Payment**

Payments will be made to Contractor in accordance with the City's Prompt Payment Ordinance, Denver Revised Municipal Code ("D.R.M.C.") §20-107, et. seq., subject to the Maximum Contract Amount set forth above. Contractor agrees that interest and late fees shall be payable by the City hereunder only to the extent authorized and provided for in the City's Prompt Payment Ordinance.

### **SECTION 5 - TERM**

#### **5.1 Term**

The term of this Agreement shall be for a period of five (5) years, commencing February 1, 2017 and terminating on January 31, 2022 (Initial Term), unless terminated sooner or extended in accordance with the provisions hereof.

#### **5.2 Optional Term Extensions**

The City may extend the term of the Agreement for no more than two (2) consecutive extension periods ("Extended Term") of no more than twelve (12) months each. If City elects to exercise an option to extend the term, City shall provide written notice, signed by the CEO, of its election to exercise the option at least sixty (60) days prior to the end of the Initial Term or first Extended Term, as applicable. Contractor's basic hourly fees for any Extended Term shall be adjusted as provided in Section 4.4 of this Agreement; all other terms and conditions of this Agreement shall remain unchanged by the exercise of the City's option to extend.

## SECTION 6 – OBLIGATIONS OF THE CITY

### 6.1 Standard Operating Procedures

The City intends, by entering into this Agreement, to provide superior shuttle bus service to the traveling public and employees. To this end, the City has prepared and provided 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 is attached to this Agreement as Exhibit G.

The Contractor understands and agrees that the Senior Vice President 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 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 three days, they shall be put in writing and a copy delivered to the Contractor.

The Senior Vice President or his/her designee shall be the sole judge of the Contractor’s compliance with the SOPs.

### 6.2 Equipment And Services Provided By City

#### A. Radios

The City shall provide to the Contractor, a mixture of hand held, 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 Director. The City 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

The City 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. The City will share with the Contractor information, reports, and other data produced by the City’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. The City will direct the placement of such transponders.

#### C. Fueling and Washing of Shuttle Vehicles

The City 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. The City will provide the CNG, fueling facilities (pumps) and fueling cards. The Contractor's employees are responsible for filling the vehicles with fuel. Preferred fueling station is located on 78<sup>th</sup> Avenue and Calawaba. If the contractor determines to use non-CNG fuel for their service vehicles that cost will need to be included in their unit rates in Exhibit E.

The City shall make an area available for the Contractor to wash the exteriors of the Contractor operated vehicles and that cost will need to be included in their unit rates in Exhibit E.

During the fueling and washing 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 Director shall have the right to revoke such on-Airport fueling rights at his 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

The City shall provide office space for use by the Contractor in performing its services under this Agreement during the term of this Agreement, equipped with toilet facilities and locker space for employees, as illustrated on Exhibit K. The space is currently located in the B Turnstile Building in the Airside Employees Parking Lot. Any remodel or alteration requires prior written approval by the Director and will be the Contractor's expense. The Contractor's right to occupy and use such 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. The City 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.

- A break room is provided in the A/C and B Turnstile Buildings. The Contractor does not have exclusive rights to these break rooms. The City is not responsible for janitorial up-keep of these break rooms.
- A break room is provided in the Terminal and located on Level 4 of MOD 3W. The Contractor does not have exclusive rights to these break rooms. The City is not responsible for janitorial up-keep of these break rooms.
- Restrooms are provided in the B Turnstile Building. A restroom is provided in the Pike's Peak Lot for which the Contractor is responsible for janitorial upkeep.
- Areas that the City will provide janitorial maintenance for are the Turnstile areas, restrooms, hallway, and sidewalks.

- The City will provide water, heat, and electrical power. Telephone and internet and television service will be the Contractor's responsibility and cost.

City shall have no obligation for any payments, or reimbursements to Contractor for any lease of use of off-Airport space.

E. Employee Parking

The City shall make parking spaces available in the DEN Employee Parking Lot for the Contractor's employees, at no cost to the Contractor.

F. Bus Storage Yard

The City 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. The City reserves the right to reconfigure, move, modify, or otherwise alter the shape or location of the bus storage yard.

G. Roadway and Parking Facility Maintenance

The City shall be responsible for all maintenance of the employee parking areas, bus yard, and roadways used by the Contractor to provide Comprehensive Shuttle Bus Service. The City shall be responsible for traffic enforcement, snow removal, and other actions required to maintain vehicular traffic flows on these roadways during all hours that the Airport is open to the public.

H. Next Bus

The Contractor shall install City Provided Next Bus System, a global positioning system (GPS), equipment in each shuttle bus operated by the Contractor. The Contractor will share with the City information, reports, and other data produced by NextBus system for the City's use in operating the Comprehensive Shuttle Bus Service. The Contractor will maintain the GPS system, except for repairs or replacements due to the negligence or intentional actions of the City, its employees, agents, subcontractors or representatives, in which case City shall be responsible for the all costs of repair or replacement. The bus tracking system shall provide raw data output at fifteen (15) second intervals. It is the City's intent to process this data and display bus locations and estimated time of arrival for selected routes as part of the DEN public information display system. Data elements shall include the following for each in-service bus on the routes above:

- Route being serviced by the bus,
- Current latitude and Longitude for each bus, and
- Estimated time of arrival at next waypoint (if available in the proposed system).

## SECTION 7 – SHUTTLE BUS VEHICLES

### 7.1 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.

### 7.2 Contractor-Provided Vehicles

Contractor shall use those vehicles listed in Contractor's proposal, attached as Exhibit A, and such additional vehicles as required in writing by the Director.

### 7.3 Vehicle Requirements

Contractor acknowledges that:

- (1) the shuttle bus fleet standards are 40-foot, 31 passenger, perimeter seating, low floor, equipped with wheelchair lift/ramp and otherwise compliant with the requirements of 49 CFR §§ 37.7 and 37.33, and 49 CFR Part 38, subpart B, with luggage racks suitable for airport parking shuttle, CNG-powered vehicle with a seven (7) year replacement schedule, LED based front and side Marquee signs that are easily changeable by driver, Advertising panels, PA system and prewired for NEXTBUS and City provided Radio ; and XM radio.
- (2) the cutaway fleet (used primarily for service within the Economy Lots) is a vehicle with 16-seats, perimeter seating, equipped with wheelchair lift/ramp and otherwise compliant with the requirements of 49 CFR §§ 37.7 and 37.33, and 49 CFR Part 38, subpart B, with luggage racks suitable for airport parking shuttle, CNG-powered, with a three (3) year replacement schedule, LED based front and side Marquee signs that are easily changeable by driver, PA System, and prewired for NEXTBUS and City provided Radio.
- (3) Contractor must provide a minimum of seven (7) Service Vehicles, i.e. cars, pickup trucks, vans or SUV's, necessary for the efficient operation of the Comprehensive Shuttle Bus system at the Airport, each with a replacement schedule not to exceed 100,000 miles.

Contractor shall ensure that all Contractor-provided shuttle buses meet or exceed these requirements. The exterior colors, placement of lettering and Airport logo, and other text of all Contractor-provided vehicles shall be approved by the Director. DEN will provide contractor color samples and proposed color schemes/graphic layouts of all Contractor-provided buses 30 days in advance of their use on the Airport.

Current exterior color spec for all buses is white but is subject to change.

Contractor shall assure that the mean age of the vehicles which Contractor uses in the shuttle bus fleet at the Airport shall not be greater than seven (7) years at any time during the term of this Agreement, including any Extended Term.

The Senior Vice President or his/her designee may amend these standards by notice in writing delivered to the Contractor, and requirements may change from time to time. City shall have the right to monitor Contractor's use of all vehicles and Contractor shall seek approval from the Senior Vice President or his/her designee prior to adding to or replacing vehicles listed in Exhibit A.

## **SECTION 8 – OBLIGATIONS OF THE CONTRACTOR**

### **8.1 Types of Operations**

The Contractor shall operate the Comprehensive Shuttle Bus Service efficiently, 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. The current public and employee shuttle bus routes and bus stops to be served are depicted in Exhibit H. Routes may be changed only upon prior written approval of the Director. The routes may be changed from time to time by the Director to meet increased or decreased service requirements for Airport shuttle bus services.

The Senior Vice President or his/her designee may from also direct the Contractor to:

- 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.
- Trunk-to-trunk service in one or more parking lots.
- 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 Senior Vice President 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 Senior Vice President or his/her designee. Buses shall be used only for shuttle services on the Airport as referenced herein, unless otherwise approved by the Senior Vice President or his/her designee.

### **8.2 Staffing Requirements**

The Contractor shall at all times 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.

### **8.3 Service Standards**

#### **A. Bus Service**

The Contractor acknowledges that the City intends to provide shuttle bus service that is safe, efficient, 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, and reliably and provides the required superior level of service.

The Contractor recognizes that a key aspect of the City'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. The Contractor accepts full responsibility for operating the Comprehensive Shuttle Bus Service in a manner that achieves the schedules, service intervals, and stop locations described in the Standard Operating Procedures. The Contractor recognizes that during certain busy periods additional buses and staff will be required to achieve these objectives.

**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, be proficient in speaking English and be uniformed in a manner satisfactory to the Senior Vice President 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 safely and efficiently operate all shuttle bus routes.

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 rudeness 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, 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 Senior Vice President or his/her designee. Upon receipt of written notice from the Senior Vice President or his/her designee that any person employed by Contractor in performance of this Agreement, in the Senior Vice President or his/her designee opinion, has behaved in any manner detrimental to the best interests of the public or the City, 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 Senior Vice President or his/her designee.

**8.6 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 the Director.

The Contractor shall not assign the general manager any other management 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 the Director. Should this individual have to be replaced, the Director 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.

**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 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 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 Director. Should this individual have to be replaced, the Director 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.

**8.7 General Manager**

The general manager is responsible for administering the Contractor's performance of the Agreement in all respects, including supervision of all Contractor personnel performing services under this Agreement. The general manager's responsibilities include but are not limited to:

1. Serving as the Contractor's representative and day-to-day point of contact with the City for all matters concerning this Agreement.
2. Representing the Contractor in communications with the public.

3. Oversight of all of the Contractor's operations provided under this Agreement at the Airport including but limited to maintaining desired superior levels of customer service and safe, efficient, and reliable Comprehensive Shuttle Bus Service.
4. Timely submittal to the City of all invoices, reports, staffing plans, and other documents required by this Agreement.
5. Hiring, training, assigning, scheduling, promoting, disciplining, and discharging employees to work for the Contractor under the Agreement.
6. Overseeing the maintenance, repair, and cleanliness of the buses and other vehicles used to provide and operate the services required by this Agreement.
7. Review and revision as necessary of Contractor policies and procedures relating to the Contractor's performance of the Agreement, including customer service, personnel, safety, security, and efficiency, and other operational matters.
8. All other matters required for the Contractor's compliance with this Agreement.

The general manager shall meet the following minimum qualifications:

1. A four-year degree in business administration, management, personnel management, accounting, or other related field from an accredited college or university. Associate Degrees and Certificates of Completion on course work in applicable areas can be applied to the education requirements.
2. Five (5) years of experience in a supervisory position at an airport shuttle bus service at a major airport and/or a scheduled public transit service, of which at least three (3) years must be in the management of bus operations

### **8.8 Assistant Manager**

The assistant managers' report to the general manager and will assist the manager with respect to all aspects of the general manager's duties, will serve as the secondary points of contact with the City for matters relating to the Contract, and will act in place of the general manager in his/her absence. The assistant manager shall meet the following minimum qualifications:

1. A four-year degree in business administration, management, personnel management, accounting, or other related field from an accredited college or university. An Associate's Degree and Certificates of Completion in course work in applicable areas may be applied to the education requirements. Relevant experience in a supervisory position at a scheduled public transit service or airport shuttle bus service at a major airport can be substituted on a year for year basis for education requirements.
2. Three (3) years of supervisory experience and a minimum of two (2) years of experience in bus transportation, dispatching, or equivalent experience determined to be acceptable to the Director.

### **8.9 Maintenance Manager**

The maintenance manager is responsible for all aspects of vehicle maintenance. This individual must be full-time and dedicated to the Airport shuttle service. This individual must have completed, at minimum, a four-year vocational or technical high school course of instruction in automobile engine repair and be American Service Excellence certified in at least two (2) areas of expertise for buses. The Maintenance Manager must have at least five (5) years full-time experience in bus, construction/heavy equipment, marine, truck or auto repair and a minimum of two (2) years of experience in maintenance supervision.

#### **8.10 Safety And Training Manager**

The safety and training manager is responsible for training, re-training and on-going training of all vehicle drivers as well as investigation of all accidents. Such individual shall be a qualified driver trainer. The safety and training manager must also be legally licensed to operate a commercial shuttle bus vehicle. The individual serving as the Contractor's safety and training manager under this Agreement must have successfully taken and completed, no later than six months after commencing his or her duties hereunder, the following courses at the Transit Safety Institute ("TSI"), the recognized leader in the field of Transit training:

- Instructor's Course in Bus Operators Training
- Transit Industrial Safety Management
- Substance Abuse Program Management and Program Compliance
- Transit Bus System Safety

Contractor will furnish to the Contract Administrator documentation of the employee's successful completion of all required course work. Different TSI courses than those listed which are relevant to the Contractor's services under this Agreement may be completed by the safety and training manager, with the approval of the Contract Administrator.

#### **8.11 Customer Service And Quality Assurance Manager**

The customer service and quality assurance manager is responsible for monitoring and supervising customer service policies and ensuring the provision of a high level of customer satisfaction for public parking patrons and employees being as required by this Agreement. Such individual will also investigate and respond to all customer complaints and suggestions and implement quality assurance procedures and focus on the overall customer experience. The customer service manager must have at least two (2) years full-time experience in customer service, or transportation industry or equivalent experience as determined to be acceptable to the DIRECTOR.

#### **8.12 Shuttle Bus Operators**

Contractor shall provide personnel to operate the Comprehensive Shuttle Bus Service at the Airport 24 hours a day, each day of the year, along routes and service intervals designated by the Director. Each bus driver must have had been in possession of a CDL, Class B with a P2 endorsement for at least one (1) year, and have at least six (6) months of prior experience driving a vehicle equivalent to the largest vehicle to be used to provide the Airport shuttle services to be provided as part of this Agreement. One (1) year driving experience in a passenger vehicle carrying more than fifteen (15) passengers may be substituted for the six (6) months largest-vehicle equivalency requirement.

##### **A. Licensing of Shuttle Bus Operators**

Contractor shall not permit Airport shuttle vehicles to be driven by any person who is not the holder of a valid and current CDL, Class B, with a P2

endorsement, with no more than six (6) points assessed against his or her driver's record for traffic violations, and who is not in full compliance with the current relevant rules and regulations established by the Department of Transportation. Contractor shall present satisfactory evidence of such licensing to the Director, upon request.

**B. Training of Shuttle Bus Operators**

Contractor shall provide each driver with Americans with Disabilities Act ("ADA") compliance training prior to commencing service at the Airport. Documentation of this training and re-certification shall be submitted to the Director concurrent with the monthly report required in Section 9 of this Agreement.

Contractor shall provide training and documentation according to current directives regarding the proper operation of ADA lifts/ramps. As appropriate, information from the manufacturer of the lifts/ramps will be used. All drivers shall be re-certified at least every three (3) months in the use of lifts/ramps. Contractor shall not permit Airport shuttle buses to be operated by any person who lacks proper and current certification on the use and operation of the specific ADA lift/ramp installed on the shuttle bus or who has not completed the ADA compliance training

Contractor shall provide each vehicle operator with proper training in the operation of Airport shuttle vehicles on the airfield including proper communication procedures and protocols. Documentation of this training shall be submitted to the Director concurrent with the Monthly report required in Section 9 of this Agreement. Contractor shall not permit any Airport shuttle vehicle to be operated on the airfield by a person who has not successfully completed the required training in the operation of Airport shuttle vehicles on the airfield.

Contractor shall provide each vehicle operator with proper training in the use of City-provided two-way radios, City provided NextBus equipment, and other communication and safety equipment mounted or installed on the Airport shuttle vehicles by the City or the Contractor. Documentation of this training shall be submitted to the Director concurrent with the Monthly report required in Section 9 of this Agreement. Contractor shall not permit any Airport shuttle vehicle to be operated on the Airport by a person who has not successfully completed the required training in the use of such equipment.

The cost of all licensing and training is the sole responsibility of the Contractor and its employees.

### **8.13 Other Personnel**

Contractor shall provide, train, and supervise other personnel as required to assure the operation of the Comprehensive Shuttle Bus Service as required by this Agreement including but not limited to vehicle dispatchers, vehicle mechanics, and personnel responsible for the cleaning/washing of interior and exterior of vehicles,

### **8.14 Notice Of Personnel Changes**

To assure compliance with the City's regulations, not less than bi-annually or upon request by the Contract Administrator, the Contractor shall inform the Contract Administrator in writing of the full name, job classification, and the specific assignment of each of its personnel used in performance of this Agreement.

Not less than twenty-one (21) day prior to commencement of operations hereunder, Contractor shall submit to the Contract Administrator for approval the Contractor's initial staffing schedule setting forth the number of employees to be used in the performance of this Agreement. Throughout the term of this Agreement, the Contractor shall submit proposed changes to the staffing schedule to the Contract Administrator, not less than fifteen days in advance of any proposed change.

### **8.15 Vehicle Maintenance**

Contractor shall maintain, service, and clean all vehicles used to provide the Comprehensive Shuttle Bus Service; and, provide all labor, materials, and supplies required to maintain, service, and clean the vehicles. All costs of maintaining, servicing, and cleaning vehicles used to provide the Comprehensive Shuttle Bus Service same shall be borne solely by the Contractor and included in the hourly fees specified in this Agreement.

Contractor shall assure that all equipment and vehicles used to provide the Comprehensive Shuttle Bus Service are in good order and repair and cleanliness, in strict conformity with all requirements of the law and with all operating and maintenance standards established by the manufacturer of the vehicle, and in a manner satisfactory to the Senior Vice President or his/her designee. Contractor shall not permit any Airport shuttle vehicle to be used to provide Comprehensive Shuttle Bus Service which is not in full compliance with all requirements of the law, with all operating and maintenance standards established by the manufacturer of the vehicle, and standards established by the Director.

Contractor shall maintain the interior and exterior of all vehicles used to provide the Comprehensive Shuttle Bus Services in a clean and attractive condition at all times including repair of damage thereto of any kind or character at Contractor's sole cost and expense. This shall include but is not limited to all windows, seats, floor mats, carpeting, and exterior.

Repairs shall be scheduled for service within seven (7) days following date of the accident/damage with a company or sub-contractor approved by the Director. The company shall be certified and experienced in providing such repair service. The vehicle shall be returned for operations at the Airport within thirty (30) days following the date of the accident/damage.

Contractor shall perform regular fluid checks on each vehicle under Contractor's possession in accordance with manufacturer's maintenance program and standards. Such checks shall include engine oil, radiator, transmission, power steering, brakes, etc. Contractor shall confirm that all

City-provided equipment, including two-way radios, and AVI-equipment is properly functioning and in good order.

The City reserves the right to have the Contractor remove and immediately replace any bus that is unsafe, damaged and/or unsightly.

#### **8.16 Compliance With Laws**

The Contractor, its officers, authorized officials, employees, guests, agents, subcontractors, or those under its control, shall at all times observe and obey all federal, state, and local laws (including but not limited to the City and County of Denver Charter and Ordinances) and regulations, DEN's Rules and Regulations, Policies, Procedures and Operating Directives and Contingency Plans as are now or may hereinafter be prescribed by City, and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or City including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and any other operational matters related to the operation of DEN. The Contractor will not use or permit Airport property or facilities to be used for any purpose prohibited by any of Federal, State or Local laws. The Contractor will use the roadways and other areas of the Airport in accordance with all City and State rules and regulations.

#### **8.17 Airport Security**

A. It is a material requirement of this Agreement that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Agreement for cause.

B. Contractor shall promptly, upon notice of award of this Agreement, meet with the Airport's Assistant Security Manager to establish badging or vehicle permit requirements for the Contractor's operations under this Agreement. The Contractor shall obtain the proper access authorizations for all of its employees and sub consultants who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any sub consultant to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractors' operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it or any sub consultant for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to

prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Agreement.

### **8.18 Sensitive Security Information**

Contractor acknowledges that, in the course of performing its work under this Agreement, that it may be given access to Sensitive Security Information ("SSI"), as that material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the CEO or his or her designated representative.

### **8.19 Gratuities**

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any person at the Airport or from any employee of the City.

### **8.20 Job Assignments; Substitution Of Employees**

A. The Contractor personnel performing work under this Agreement shall perform exclusively under this Contract, and shall not perform any work for the Contractor, or subcontractor, as the case may be, except the work which is defined herein, consisting of Shuttle Bus Management Services on site. The CEO or his designee may permit specific exceptions to this provision where such permission is obtained in writing.

B. The Contractor shall instruct all Contractor personnel that their employment with the Contractor, or subcontractor, as the case may be, to work under this Agreement is their primary employment. Additional employment shall in no way interfere with or compromise an employee's ability to perform his or her duties for the Contractor or subcontractor under this Contract. The Contractor shall require all Contractor personnel to promptly and to fully disclose all outside employment, and shall report all such outside employment to the Director.

C. It is the intent of the City that all key personnel identified in the Proposal actually perform such work at the Airport under the Contract, and that such key personnel be retained to work at the Airport for the term of this Agreement to the extent practicable and to the extent that such employment maximizes the quality of work performed hereunder. The persons identified in the Proposal as the proposed general manager and assistant managers for this Agreement will be assigned by the Contractor to perform such work under this Contract. The Contractor shall not reassign any person holding one of those positions to duties away from the Airport, unless it notifies the Deputy Manager or his designee, by providing a written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtains the prior written approval of the Deputy Manager for such substitution. If the incumbent in any of such positions resigns or otherwise terminates employment with the Contractor, the Contractor shall immediately notify the Senior Vice President and provide the Senior Vice President written notice of the name and qualifications of the person proposed to succeed such person in the position, and obtain the advance written approval of the Senior Vice President of the proposed successor.

### **8.21 Training**

A. The Contractor shall provide each employee assigned to perform work under this Agreement with adequate training in the duties of his or her job to perform the work competently. The Contractor will establish a formal, written training program for each job classification and provide to the Contract Administrator a copy of its training manual, which will be kept current with all amendments to the manual.

B. The Contractor shall provide for use in its employee all equipment needed to support a formal first class training program.

C. The Contractor shall maintain a training record for each employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the Contract Administrator upon his/her request. The Contract Administrator may, from time to time, monitor the conduct of such training classes.

D. The failure by the Contractor to comply with the requirements of this section shall constitute a material event of default under this Contract.

## **8.22 Contractor's Offices and Other Work Areas**

The Contractor shall maintain the interior of its offices in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced. The Contractor shall immediately upon discovery of the need, submit to the City a Maintenance Request Form for all repairs needed to any Airport facility, including the replacement of broken windows.

The Contractor will not allow rubbish or trash to accumulate in its employees' work areas. The Contractor will not be reimbursed for any cleaning costs enumerated above. The Contractor will recycle its office paper, cans, glass and plastic bottles and all other materials for which the City provides a recycling program at the Airport.

## **8.23 Protection of Property; Accidents; Damage**

A. The Contractor shall adequately protect Airport property, adjacent property and the traveling public and employees.

B. In the event of damage to any City facilities as a result of the Contractor's operations, the Contractor shall take immediate steps to notify the Director and subsequently repair or restore all services to the satisfactory approval of the Director. Further, the Contractor shall engage any additional outside services which may be necessary to prosecute repairs until services are restored. All costs involved in making repairs and restoring disrupted service shall be borne by the Contractor, and the Contractor shall be fully responsible for any and all claims resulting from the damage. The Manager of Aviation, at his/her option, may elect to perform such repairs and deduct the cost of such repairs, replacements, and outside service from the amounts due to the Contractor under a monthly invoice.

C. The Contractor will repair or be liable for the cost to repair any damaged City facilities or property when such damage is caused by the Contractor, its employees, agents or subcontractors. Any insurance deductible will be the responsibility of the Contractor.

D. Any Contractor employee involved in a motor vehicle accident while driving on the Airport will immediately report the accident to his supervisor and to the Denver Police Department at the Airport. The Contractor will complete an accident report form for its own records and will supply a copy of that form to the Contract Administrator within 24 hours of the accident.

E. The Contractor's employees must immediately report to the Denver Police Department at the Airport, each and every incident in which any individual is observed breaking or damaging any equipment, vehicles or facilities so that appropriate charges may be filed. Copies of all such reports shall be provided to the Contract Administrator no later than the next business day.

F. Members of the traveling public or employees claiming any personal injury or loss, including damage to their vehicles, as a result of the Comprehensive Shuttle Bus Service will be promptly referred to the Department of Aviation in accordance with procedures directed by the Contract Administrator, which may be included in the SOPs. At no time will the Contractor or its employees make a promise or commit the City to any action regarding such a claim.

## **SECTION 9 – PLANS, REPORTS AND RECORDS**

### **9.1 Annual Budget**

The Contractor shall prepare and submit to the Director, at least 45 days prior to the commencement of the contract, an annual budget for the City's fiscal year or any remaining portion thereof, pursuant to the standards of service required by the Contractor by the City and set forth in the SOPs and this Agreement. In each subsequent year, the Contractor shall submit an annual budget 45 days prior to the start of the fiscal year. Each annual budget shall be subject to approval in advance by the Director. The annual budget shall include the bus hours and fees to be paid to the Contractor for operating all aspects of the Comprehensive Shuttle Bus Service. The annual budget shall itemize the estimated bus hours by route for all public and employee shuttle bus routes, and include an allowance for Special Services based on costs of such services in the prior year or other information provided by the Director. The Contractor shall submit a preliminary budget by March of each year for the following year based upon the current Comprehensive Shuttle Bus System requirements.

### **9.2 Monthly Busing Plan**

No later than the 20th day of each calendar month, the Contractor shall submit to the City the Busing Plan for the following month, in the format shown on Exhibit K, or in such other format as the City may from time to time require. The Busing Plan will reflect the levels of in-service bus hours necessary for the Contractor to perform its services as required hereunder and as required by the Standard Operating Procedure, but shall not include excessive or unnecessary numbers of in-service bus hours for any route. The Busing Plan shall include a daily and weekly schedule to detail the level of service and service interval for each route provided to the public patrons and employees transported by the Airport Shuttle System. The Director shall review the Busing Plan, and either approve or disapprove it, within ten (10) days. The Contractor shall revise the Busing Plan in accordance with the City's direction, if any.

### **9.3 Reports**

#### **A. Vehicle List**

Prior to commencement of operations hereunder, and every six (6) months thereafter during the term of the Agreement or upon request of the Senior Vice President or his/her designee, Contractor will furnish the Senior Vice President or his/her designee a current list of all vehicles owned or leased and used in its operations hereunder, including the make, year, model, passenger capacity, the date it was placed in service, the odometer reading, current condition and the number of the transponder assigned to the vehicles.

B. Monthly and Weekly Reports

Contractor shall prepare and furnish to the Director a monthly report on or before the 10<sup>th</sup> of each month that shall include, at a minimum, the following data, which is compiled from actual daily operating data:

1. Total number of passengers (public parking and employees) carried by individual vehicle by vehicle number;
2. Daily shift staffing levels, actual vs. schedule.
3. Daily vehicle status and daily status of City or Contractor provided equipment or facilities.
4. Daily list of complaints and action taken to resolve complaints.
5. Deviations from scheduled service and service intervals
6. Special and Emergency Operations
7. Total In-Service vehicles hours by type of vehicle; and
8. Total number of vehicles unavailable with description of reason and date.
9. Any incidents where vehicles bypassed waiting patrons and the reasons therefor

The specific requirements for monthly reports, including format and any additional information required, shall be stated in the SOPs.

C. Quarterly Reports

Contractor will run quarterly Motor Vehicle Reports on all CDL-licensed employees, which are subject to review by the City. Contractor will then provide the City a list of all CDL-licensed employees who are not eligible to continue operating a shuttle bus on City property.

D. Other Reports

In addition, Contractor shall upon request from the Executive Vice President or his/her designee, prepare and furnish such other forms or reports as the Senior Vice President may require, including, but not limited to daily and monthly staffing plan, daily run guide, vehicle maintenance logs, roster of drivers, including hire dates, completion of training dates, dates of any refresher training, and on-going

training completion dates, listing of all service vehicles and any other periodic report or data that the Senior Vice President believes is relevant to the Agreement.

#### **9.4 False Statements**

Knowingly furnishing to the CEO or his/her designee false statements or knowingly omitting material information required to be submitted under this Agreement, will constitute a default of the Agreement by the Contractor, and the City may use any available remedies, including but not limited to withholding future payments to recover any payments to the Contractor by the City, which are determined to be overpayments as a result of an audit, and, at its option, declare the Agreement terminated and exercise such other remedies available at law or herein.

#### **9.5 Books, Records, And Accounting**

Not later than February 28 of each and every year during the term hereof, Contractor shall furnish to City a true and accurate statement of the total of all in-service vehicle hours incurred. Such statement shall be furnished for every calendar year in which business was transacted under this Agreement during the whole or any part of the year. The above requirements for the annual statement may be modified by the Senior Vice President or his/her designee if such modification is in the best interests of the City.

In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO or City 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 work performed under 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.

The Contractor agrees that the City's Auditor or CEO or authorized representatives, may inspect any tax data provided to the Department of Revenue as required by Denver's Revised Municipal Code, Chapter 53, Taxation and Miscellaneous Revenue and any related audit reports and data generated by the Department of Revenue. The Contractor waives any claim of confidentiality that it may have in connection therewith. Such records may include taxpayer's returns or reports, accompanying schedules and data, and associated audit data and information generated by authorized representatives of the City's Manager of Revenue.

#### **9.6 Inspection Of Records**

A. In connection with any services performed hereunder the Senior Vice President or his/her designee, the City Auditor and any other authorized official of the City 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 City and County of Denver.

B. The Contractor agrees that until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of the City, including the CEO or City 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.

## **SECTION 10 – INSURANCE, INDEMNIFICATION, AND PERFORMANCE SURETY**

### **10.1 Insurance**

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in the City's form of insurance certificate which is attached to this Agreement as **EXHIBIT B** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and if appropriate, professional liability. Upon execution of this Agreement, the Contractor shall submit to the City an ACORD form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage.

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

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

D. Unless specifically accepted in writing by the City's Risk Management Administrator, the Contractor shall include all subconsultants performing services hereunder as insureds under each required policy or shall furnish a separate certificate for each subconsultant if requested by City. All coverages for subconsultants shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subconsultant complies with all of the coverage requirements.

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

## 10.2 Indemnification

The Contractor hereby agrees to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify, and hold harmless the City and its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from or arising out of, directly or indirectly, the Contractor's performance of this Agreement or its occupancy of City-owned property or other property upon which work is performed under this Agreement, and including acts and omissions of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor's obligation to indemnify or hold harmless the City, its officers, agents and employees under this paragraph shall not apply to liability or damages resulting from the sole negligence of the City's officers, agents and employees. The Contractor's obligations set out in this paragraph shall survive the termination of this Agreement. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

## 10.3 Performance Surety

A. A Performance 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 and No Cents** (\$3,000,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with the 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 4 of this Contract, 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 Bond is an Irrevocable Unconditional Letter of Credit from a financial institution acceptable to the City and County of Denver ("City") in the amount of Three Million Dollars and No Cents (\$3,000,000.00). Renewal of said Unconditional Letter of Credit during the term and any one-year extensions of the

Agreement shall be set out above with respect to the Performance, Payment, and Guarantee Bond. All irrevocable letters of credit shall be in a form and issued by a bank acceptable to the City and shall be subject to claim in full or in part by the City upon presentation of the letter of credit and a sight draft as provided herein.

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

## **SECTION 11 - SUBCONTRACTING**

### **11.1 Subcontracting Allowed**

The Contractor may sublet portions of the Work not exceeding 30% of the Contractor's total monthly billings. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

### **11.2 Obligations Of Contractor**

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, materialmen, and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

- A. Preserve and protect the rights of the City and its funding agencies under the Contract Documents with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and
- B. Require that the Subcontractor be bound to the Contractor by the terms of the Contract Documents, that its work be performed in accordance with the requirements of the Contract Documents, and, that with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City.

### **11.3 Approval Of Subcontractors**

All subcontractors which the Contractor expects to perform Work under this Agreement must be accepted in writing by the Senior Vice President or his/her designee before the subcontractor begins work. The Manager may refuse to accept a subcontractor for reasons which include, but are not limited to, the following:

- A. Default on a contract within the last five (5) years.
- B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.

- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract Documents for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. Conviction within the last five (5) years of the subcontractor or its principal owners or officers of an offense involving fraud or racketeering.

Before the Senior Vice President or his/her designee accepts any such subcontractor, the Contractor shall submit to the Senior Vice President or his/her designee a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do not exist.

#### **11.4 No Contractual Relationship**

The City does not intend that this Section 11, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

### **SECTION 12 – WAGES AND SALARIES**

#### **12.1 Payment of Living Wages**

A. Pursuant to Section 20-80 of the Denver Revised Municipal Code (D.R.M.C.), the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by it directly upon the site of the work under this Agreement the full amounts accrued at the time of payment, computed at wage rates not less than \$11.68 per hour, the current living wage pursuant to § 20-80 D.R.M.C, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers the scale of wages to be paid to such workers.

B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this contract, either for the Contractor or a subcontractor, that payments were made

to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this contract.

C. Increases in living wages pursuant to § 20-80 D.R.M.C. effective after the date of this Agreement shall not be mandatory on either the Contractor or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80 D.R.M.C. shall be mandatory for the Contractor and its subcontractors if the term of this Agreement is longer than one year, effective on the anniversary date of this contract. In no event shall any increases in living wages over the amount stated in this Agreement result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by the Contractor. Decreases in living wages after the date of this Agreement shall not be permitted.

D. If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this Section, the CEO may, at his/her option, by written notice to the Contractor, withhold further payment to the Contractor, or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

E. The Contractor shall adjust the minimum total wage and fringe benefits for each Covered Worker position using the methodology as provided in Section 12.2 and adjusted by application of the formulae, where "Index" is as defined in Section 1.14 of this Agreement. The Contractor shall pay such new total wage and fringe benefit rates effective as of February 1 of the following year.

F. Annual Adjustments- Optional Methodology

The minimum total wage and fringe benefits set out in Section 12.2 shall be adjusted annually during the term of this Agreement, effective each year on February 1, beginning on February 1, 2016, using the Index and the calculations described in Section 12.2. The Contractor can submit in writing to the City, a request to modify all or part of the annual adjustment up to the maximum amount allowed under the CPI methodology to the total wage and fringe benefit if the request has been agreed upon by all parties.

**12.2 Minimum Wage and Adjustments: Bus Drivers, Supervisors, Fuelers and Bus Attendants**

A. Wages and benefits

The Contractor shall pay not less than the following wages and benefits to the Airport Shuttle Bus Drivers, Supervisors, Fuelers, and Bus Attendants working under this Contract:

1. For the position of Airport Shuttle Bus Driver: Total wage and fringe benefits of Twenty Two Dollars and Eighty Seven Cents (\$22.87), consisting of Sixteen Dollars and Sixty Cents (\$16.60) per hour in gross wages and Six

Dollars and Twenty Seven Cents (\$6.27) per hour in fringe benefits. Part-Time Drivers are allowed under this Contract and shall be paid the same hourly rate as Drivers. Fringe benefits for Part-Time Drivers, after twenty (20) hours per week, shall be pro-rated based on a forty (40) hour week. Part-Time Drivers shall not exceed fifteen percent (15%) of the Contractor's total workforce under this Contract.

2. For the position of Supervisor: Total wage and fringe benefits equaling one hundred ten percent (110%) of the Airport Shuttle Bus Driver wage rate, or Twenty Dollars and Fifteen Cents (\$20.15) per hour, plus fringe benefits of Five Dollars (\$5.00) per hour.
3. For the positions of Fuelers and Bus Attendants (with and without CDLs): Total wage and fringe benefits equaling ninety-five percent (95%) of the Airport Shuttle Bus Driver rate, or Fifteen Dollars and Fifty Five Cents (\$15.55) per hour, plus fringe benefits of Six Dollars and Seventeen Cents (\$6.17) per hour.

All fringe benefits must be provided for the benefit of the individual employee. The amounts of total wage and fringe benefits stated in this Section 12.2 are referred to below as the "2016 rates" in the formulae for adjustment of such wages and benefits during the term of this Agreement.

**B Annual Adjustments**

The minimum total wage and fringe benefits set out in this Section 12.2 shall be adjusted annually during the term of this Contract, effective each year on February 1, beginning on February 1, 2018, using the Index and the calculations described in this Section 12.2. Historically the annual Index has not decreased from the prior year; if such a decrease occurs, the wages and benefits covered by this Section 12.2 will not be decreased but will remain unchanged.

The minimum total wage and fringe benefits for each position subject to this Section 12.2 shall be adjusted by application of the following formulae, where "Index" is as defined in Section 1.14 of this Agreement:

Minimum wage and benefit effective February 1, 2018     2016 rate x  $\frac{\text{Index for 2017}}{\text{Index for 2016}}$

Minimum wage and benefit effective February 1, 2019     2016 rate x  $\frac{\text{Index for 2018}}{\text{Index for 2016}}$

Minimum wage and benefit effective February 1, 2020     2016 rate x  $\frac{\text{Index for 2019}}{\text{Index for 2016}}$

Minimum wage and benefit effective February 1, 2021     2016 rate x  $\frac{\text{Index for 2020}}{\text{Index for 2016}}$

Adjustment for any extended term:

Minimum wage and benefit effective February 1, 2022    2016 rate x  $\frac{\text{Index for 2021}}{\text{Index for 2016}}$

Minimum wage and benefit effective February 1, 2021    2016 rate x  $\frac{\text{Index for 2022}}{\text{Index for 2016}}$

Each year on or before September 1 the City will notify the Contractor of the new hourly minimum total wage and fringe benefits rates based upon the CPI for the positions covered by this Section 12.2. The Contractor shall pay such new wage and benefit rates effective as of February 1 of the following year.

B. Annual Adjustments- Optional Methodology

The minimum total wage and fringe benefits set out in this Section 12.2 shall be adjusted annually during the term of this Agreement, effective each year on February 1, beginning on February 1, 2018, using the Index and the calculations described in this Section 12.2. The Contractor can submit in writing to the City, a request to modify all or part of the annual adjustment up to the maximum amount allowed under the CPI methodology to the total wage and fringe benefit if the request has been agreed upon by all parties.”

**12.3 Eligible Bus Pass Program (If Applicable-because of the location of the offices it is difficult for employees to participate in the bus pass program)**

- A. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”), with bus passes. Bus passes shall be purchase in accordance with an approved transit plan provided by the Regional Transportation District (RTD).
- B. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.
- C. For every month that the Contractor provides bus passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the bus pass cost for each Eligible Employee.
- D. The Contractor agrees to provide the City with the following information:
  - 1. A copy of the contract relating to the transit plan between the Contractor and RTD;
  - 2. A monthly report of all Eligible Employees who have and have not accepted the bus pass; and
  - 3. A detailed invoice with the cost of the transit plan clearly identifiable.
- H. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.

- I. The City agrees to reimburse the cost of the bus passes in accordance with subsection (C) above.
- J. Any Eligible Employee who accepts a Bus Pass under this program will not also receive an employee parking permit in the DIA Employee Parking Lot. The City will provide monthly hang tags to the Contractor to issue to those employees who need to drive to the Airport for occasional use.

## **SECTION 13 – DEFAULT, REMEDIES, TERMINATION**

### **13.1 Termination For Convenience Of The City**

The Senior Vice President or his/her designee, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Agreement is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Agreement for services rendered prior to the effective date of termination.

### **13.2 Default**

The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract;
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract; or
- C. The Contractor is in default under any other contract, purchase order, or agreement with the City.
- D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.
- E. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.
- F. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and

Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

- G. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

### **13.3 Remedies**

If Contractor defaults in any of the covenants, terms and conditions herein, the City may exercise any one or more of the following remedies:

- A. The City may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.
- B. The City may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.
- C. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required to keep the Consolidated Shuttle Bus Services in operation, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

### **13.4 Remedies Cumulative**

The remedies provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or equity.

## **SECTION 14 – MISCELLANEOUS PROVISIONS**

### **14.1 Governing Law; Bond Ordinances; Venue**

This Agreement is made under and shall be governed by the law of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, the Revised Municipal Code of the City and County of Denver and the ordinances and regulations Executive Orders enacted or promulgated pursuant thereto. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement or replace such bond ordinances. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

### **14.2 Taxes and Costs:**

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

### **14.3 No Authority to Bind City to Contracts:**

The 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 Charter and Ordinance.

### **14.4 No Discrimination in Employment**

In connection with the performance of work under this contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

### **14.5 Assignment of Contract**

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written approval of the Senior Vice President or his/her designee. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Senior Vice President or his/her designee, the Manager may elect to terminate this Contract. Senior Vice President or his/her designee has the sole and absolute discretion to grant or deny any transfer or assignment request.

### **14.6 Dispute Resolution**

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

### **14.7 Smoking**

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 25 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

### **14.8 Use, Possession or Sale of Alcohol or Drugs**

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Consultant and Consultant's agents from City facilities or participating in City operations

#### **14.9 No Third Party Beneficiaries**

This Agreement does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

#### **14.10 Patents and Trademarks**

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright registered or owned by the City, including the City's DEN registered trademark. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any of the City's trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Agreement.

#### **14.11 Master Plan**

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development of expansion of DEN and the Contractor waives any right to claim damages or other consideration arising therefrom.

#### **14.12 Status of Contractor**

The parties acknowledge and agree that the status of the Contractor shall be that of an independent Contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1 (E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Contractor or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

#### **14.13 No Waiver of Rights**

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Agreement shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

**14.14 Notices**

Notices concerning termination of this Agreement, notices of default, notices of violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

by Contractor to: CEO – Department of Aviation  
Airport Office Building, 9<sup>th</sup>  
Floor Denver International  
Airport 8500 Peña Boulevard  
Denver, CO 80249

And by City to: ABM Parking Services  
1150 South Olive Street  
Los Angeles, CA 90017  
Attn: D. Scott Hutchinson

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

**14.15 Federal Provisions**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

**14.16 Force Majeure**

Neither party hereto shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party, including shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control, but in no event shall this paragraph be construed so as to relieve Contractor of its responsibility to provide all required services hereunder in the event of a labor dispute, strike, or boycott action by or on behalf of any of Contractor's or a subcontractor's employees, or by or on behalf of the employees of any other company doing business at the Airport.

**14.17 Estimated Quantities**

The approximate shuttle bus service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service and/or personnel utilization will equal the estimate. It is the intent of this Agreement that the City will be supplied with more or less of the services outlined herein according to actual needs.

**14.18 Conflict Of Interest**

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere or be inconsistent with the services to be furnished by the Contractor under this Contract.

#### **14.19 Advertising and Public Disclosures**

The 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 Senior Vice President or his/her designee, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, member or members of City Council, or the Auditor.

#### **14.20 Colorado Open Records Act; Disclosure of Contractor's Information:**

A. The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq. and all documents prepared or provided by Contractor under this Agreement may be subject to the provisions of the Colorado Open Records Act. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act. The Contractor agrees that it will fully cooperate with the City in the event of a request for disclosure of such documents or a lawsuit arising under such act for the disclosure of any documents or information which the Consultant asserts is confidential and exempt from disclosure and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

B. 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 the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of material the Contractor may consider confidential, proprietary or otherwise exempt from disclosure. In the event of the filing of a lawsuit to compel disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees he will either intervene in such lawsuit to protect materials the Contractor does not wish disclosed, or waive any claim of privilege or confidentiality. If the Contractor chooses to intervene in such a lawsuit and oppose disclosure of any materials, the Contractor agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

#### **14.21 Diversity And Inclusiveness:**

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

#### **14.22 Severability**

If any part, portion or provision of this Agreement any portion thereof, except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby. The validity of the remaining portions or provisions shall not be affected if the intent of the Parties can be fulfilled and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

#### **14.23 Entire Contract**

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Manager, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

#### **14.24 City Execution Of Contract**

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if required by the City's Charter, and fully executed by all signatories of the City and County of Denver. This Agreement may be signed electronically by either party in the manner specified by the City.

#### **14.25 Federal Provisions**

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of the Airport. The provisions of the attached Appendices are incorporated herein by reference.

##### **A. Federal Fair Labor Standards Act [Federal Minimum Wage] (29 U.S.C. § 201 et seq.)**

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.

##### **B. Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910)**

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 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.

#### **14.26 Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement**

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor

provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or the City Auditor under authority of D.R.M.C. §20-90.3.

**14.27 Right and Remedies Not Waived:**

In no event shall any action or payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the

Consultant, and the taking of any such action or the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

**14.28 Electronic Signatures and Electronic Records:**

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

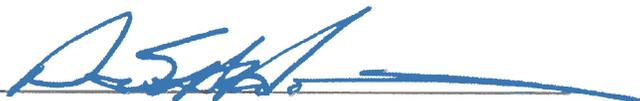
**14.29 Agreement as Complete Integration; Amendments:**

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

**[End of Page]**

Contract Control Number: PLANE-201630273-00

Contractor Name: ABM Parking Services

By: 

Name: D. Scott Hutchinson  
(please print)

Title: Vice President  
(please print)

ATTEST: [if required]

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

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

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



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



## **EXHIBIT A**

### **CONTRACTOR PROPOSAL EXCERPTS**

As per the terms of this agreement, all subcontractors which the Contractor expects to perform Work under this Agreement are subject to approval by the City.



Request for Proposal No. 0861A (2016)  
Shuttle Bus Management Services for  
Denver International Airport (DEN)

**JUNE 13, 2016**



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- e) W9 Form, Attachment 15

# COVER LETTER



## Parking Services

**June 13, 2016**

Our proposal to provide the Comprehensive Shuttle Bus Service for Denver International Airport for the City and County of Denver (City) has been developed and submitted consistent to the form and structure requested in the RFP documents. In our response we have made every effort to be concise in our narrative while providing sufficient detail to demonstrate our clear understanding of this project, the venue and the expectations of the City. When choosing a professional transportation management company, the City must determine the management qualities that would best fit the needs of the overall operation, and the company that has the ability to provide stellar customer service to the public. We believe that our proposal demonstrates and encompasses those qualities that will best suit the needs of the City.

We are submitting our proposal as ABM Parking Services and as Vice President, Global Accounts, D. Scott Hutchison is authorized to sign an agreement on behalf of our organization.

ABM Parking Services' (ABM) more than fifty years overall history, coupled with our forty airport contracts, is both a testament to our strength, integrity and unique qualifications. We provide parking, shuttle transportation, and/or curbside management for airports including, Dallas Ft. Worth International Airport, Denver International Airport (DEN), JFK International Airport, Washington Dulles International Airport, Honolulu International Airport, San Francisco International Airport, Tampa International Airport and London's Heathrow Airport.

As demonstration of our commitment to the aviation marketplace, ABM has teamed with an international superstar in the dynamic aviation services AirServ Inc., together we will be known as ABM Aviation. ABM's significant financial strength and experienced airport services executives coupled with the demonstrated commitment to total customer satisfaction of AirServ has created the most responsive aviation market service provider in the world. The ABM - AirServ combination is truly a circumstance where the famous quote of Aristotle of "The whole is greater than the sum of its parts" is in fact true. The close collaboration of ABM Parking Services airport division and AirServ is already paying significant dividends from which our current and future clients will benefit. With this proposal from ABM Parking Services, the City and County of Denver will gain the synergistic benefit of our combined experience as well as our shared commitment to providing the highest caliber of customer service. Our collaboration will bring the best practices from more than 100 airport operations around the world to Denver International Airport.

With our submission we provide a complete list of our airport operations with client contact information. We invite you to contact any of our client airports and ask about our professional approach to managing their unique landside needs.

The overall management plan contained in our proposal is drawn from years of experience of operations and from the best practices from our airport operations across the country and our various other shuttle operations nationwide including our 18 years of experience in providing this complex service at DEN. Within our proposal we will show that our organization does not simply meet the standards set by the City, but clearly exceed them.

Our cost proposal was developed with an understanding of the financial obligations that the professional transportation management operator must meet while maintaining the superior level of customer service that the City should expect from its management service provider. Our cost proposal was developed using comprehensive information on employee wages and benefits collectively bargained with the clearly known seniority of the employees represented by professional labor organizations.

D. Scott Hutchison  
Vice President, Airports  
1150 South Olive Street  
Los Angeles, CA 90017  
801-419-1812 Direct Phone  
866-349-0516 Fax  
Scott.hutchison@abm.com

Our effective internal programs and lean corporate structure allow us to pass through to the City significant savings, which are reflected in our proposed costs. Because of the value we demonstrate in employee recruiting and training we are able to get the most from each of our valued associates. Our commitment to providing a fully automated payroll system based on the biometrics of each employee only strengthens our ability to best use the fiscal resources provided to ABM in the management of your shuttle service.

ABM Inc., and ABM Parking Service's significant financial standing is a key component in any contract with public agencies, assuring fiscal security and longevity. At ABM Parking Services we understand the economic uncertainties that can impact the aviation industry. Because of our coordinated diversification of services developed under the umbrella of ABM, we are able to provide our clients desired stability and support. As a publicly traded (ABM: NYSE), Fortune 500 Company, ABM has developed transparent reporting and accounting practices that ensure our local operations provide industry standard "best practices" in reporting to our client partners.

With the submission of our proposal to the City, ABM Parking Services will be providing a robust management structure. We believe that the City will continue to rely on airport specific executives as well as site specific support from knowledgeable local management and supporting staff. We bring the wealth of experience gathered from providing airport transportation services from across the country with the experienced hands on management of our local executive management team.

Within our proposal we demonstrate our commitment to reducing the carbon footprint of transportation services. Our proposal details our efforts of utilizing industry best practices in use of alternative energy, recycling and a reduction of energy use. ABM Parking Services is a Platinum Level Partner with the Green Parking Council. We strive to educate our local management on environmental practices by publishing a monthly "Green Update" to reinforce our corporate commitment. In providing a dynamic airport shuttle service, we clearly understand that it is incumbent upon the selected service provider to partner with only the highest caliber sub-contractors to provide specialized services and goods. In creating our team, we have been very fortunate to find what we believe to be sub-contractors that are committed to meet our core values. Following is a list of the sub-contractors that we have identified for use in this service:

- **Penske, Fleet Repair & Maintenance Services**
- **Nationwide Parking (MBE), Lot Supervisors**
- **Thaddeus Sandoval, INC., Customer Service & Secret Shopper Programs**
- **Classique, LLC., (WBE) Driver Recruitment, Background Research, Customer Interviews**
- **Drug Testing Services, (MBE) New Hire, DOT Random, Post Accident /Injury Screening**

In the following submission, we demonstrate our experience in managing significant airport transportation **services**. We show our commitment to provide only highly professional executives and managers to work with the City. Our Cost Proposal was developed with an intimate understanding of real costs required to provide the level of service the City should expect for the management and operation of their airport shuttle transportation services. We hope we have been able to adequately address all concerns the City may have regarding these operations at DEN and demonstrate that our organization is best situated to provide the seamless continuation of this dynamic operation.

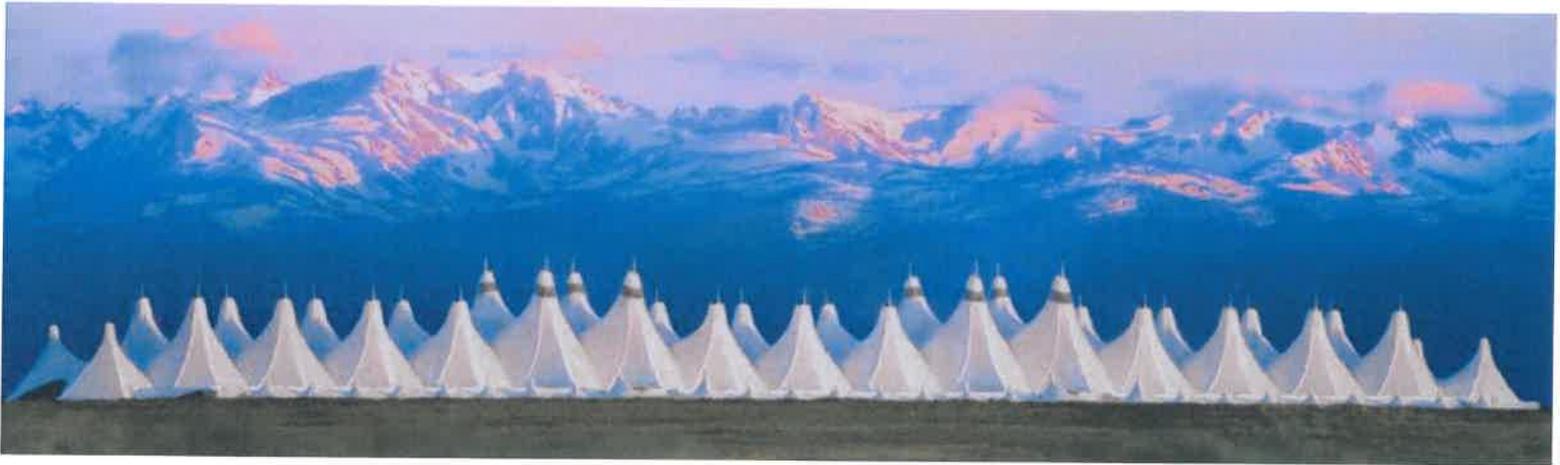
*Respectfully Submitted,*



D. Scott Hutchison,  
Vice President, Airports  
ABM Parking Services

# UNDERSTANDING OF THE SERVICES AND RESPONSIBILITIES

*A statement which describes the Proposer's understanding of the responsibilities involved in performing the services described in this RFP, including all attachments. Discuss understanding of the proposed services; the complexity, challenges, and problems involved with planning, managing, and providing these services; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the requested services which the Proposer believes should be addressed.*



ABM Parking Services (ABM) has been partnering with Denver International Airport (DEN) managing the comprehensive shuttle bus services since 1998. Through our vast, large airport experience nationwide and internationally, and specifically through our experience at Denver International Airport, ABM intimately understands the responsibilities involved in performing the services as described in the RFP and all attachments.

Based on our long term experience of successful operations, ABM fully understands the intricacies of DEN's comprehensive shuttle bus program; the fine points associated with the proposed 9 fixed employee and public shuttle routes, of which 3 require in-depth and specialized airside operations proficiency; the extraordinary attention necessary to safely and efficiently transport the over 7 million passengers annually; and the financial resources and specialized training necessary to procure and effectively maintain the large fleet needed to provide these services.

The complexity of managing the shuttle services at DEN begin with knowing and securing the necessary staff to adequately fuel this dynamic machine. Although our driving staff is the vanguard of this operation, they are only the tip of the iceberg. There is a significant support staff of varied individuals who all play their part to ensure that the overall product presented to our customers is first-class. Any operation of this size is no different than putting together a large-complex puzzle; ABM has the staffing, knowledge, and expertise and is in the best position to correctly assemble this puzzle.

The complexity of the parking operation at DEN has a direct correlation with and requires the appropriate response from the shuttle service. As demand shifts from one lot to the next, lots are closed and reopened requiring a timely response from our operation to ensure this transition is seamless for our customers. Good communication between parking and transportation is key. With the recent merging of DEN's parking and transportation departments, ABM has embraced the expansion of the parking and transportation team, and initiated the necessary collaboration for true success. Daily we attend the Airport Ops briefings to ensure we are fully versed in the day's events. Daily meetings take place between our Assistant Managers and AMOD staff with the ground transportation supervisors on level 5 to share information and ensure preparedness for the shift ahead. Likewise our Lot Supervisors collaborate with the Parking LSA's in the same manner. Finally, we are beginning the process to train the Denver Airport Parking LSA staff on what we do to give them a better sense of the shuttle operation. As evidenced above, ABM is fully engaged in the partnership of all members within the parking and transportation department and believe this teamwork is the key to successfully navigating the complexities that occur within the operation. Although just beginning, by working together we believe we are on the right path to significantly enhancing customer service satisfaction for our passengers at Denver International Airport.

Although there is a significant number of complexities to this operation, at the forefront is the unique requirement of the direct routes servicing concourses A, B, and C via the airfield. The key to safely navigating this challenging environment is our robust training and certification programs we have developed exclusively for airfield operations. Our airfield safety and service record is among the highest nationwide and is evidence of our commitment to providing the highest standards within this safety-sensitive zone.

The passenger traffic passing through Denver is a unique challenge as it is only surpassed by five other airports in the country. With this amount of traffic there is virtually always a passenger requiring our services around the clock. Due to the large and asymmetrical passenger demands we have accepted the challenge to accurately match our resources to the varied demand throughout each day. Likewise the ever-changing airline employee schedules that are often modified in response to airline scheduling can present a challenge to satisfying this significant portion of airport passengers we transport annually. As airline employees are at the core of the efficiencies of a successful airport we go to extraordinary lengths to lend support to our airline partners. We meet regularly with airline management and analyze their employee traffic trends to identify the unique peaks within their scheduling. The necessary adjustments are made and bank buses are added to the rotation to ensure adequate resources are available to support the increased airline demands. As a result with our right-sizing measures we have provided the DEN airport with a reliable, yet financially responsible operation.

Although the new RTD Train to Plane is a phenomenal innovation for the people of Denver and travelers to DEN, this new service can be viewed as a competitor for Airport parking and transportation. In order to meet this challenge head on, ABM is taking aggressive measures to ensure that we retain our valued parking customers. As part of our employee training and customer service initiatives, we have highlighted the distinction to our employees as to the individualized personal services we provide as opposed to the impersonal, basic transportation provided by the train. By making personal connections, paying attention to detail, providing assistance to our ADA and special needs passengers, and continuing to heighten the overall customer experience our customers will chose to remain loyal to DEN parking. Our employees understand that without customers to transport our services will not be needed, therefore employee buy in to our customer service programs is self-perpetuating. Our objective is that the Train to the Plane is successful transporting passengers who would have normally been dropped off at the terminal while leaving our customer base in tact with growth potential.

Anyone who has spent any significant time in Colorado will attest that the weather is fast-changing and often times unpredictable. Conditions can become dangerous at any time requiring proper planning and immediate reaction as needed, which is especially critical when taking into account that we are responsible for the safety of the over 7 million passengers we transport annually. Based on the changing weather patterns we must modify our operations in order to continue to transport passengers in a safe manner, such as, low airfield visibility operations (SMGCS), full deice operations, modified deice operations, etc. In addition, we have developed special contingency plans for other weather events such as tornadoes, severe weather, snow and ice. All of these weather events require an extensive amount of planning and preparedness, training, decision-making, and instilling employee confidence so the implementation of our plans are well-grounded. As ABM has managed this facility for the better part of two decades we have experienced virtually every type of weather event, including blizzards and tornadoes, and are prepared and equipped to handle any situation that can occur in Colorado.

Based upon ABM's experience and familiarity with the complexities and challenges of this operation, ABM is in the best position to continue the current and assume the new responsibilities of DEN's Comprehensive Shuttle Bus Service Contract.

# MANAGEMENT ORGANIZATION

*Provide an organizational chart which clearly identifies the Proposer's and subcontractor's key personnel who perform the work under this Agreement. In addition, for each of these key personnel include their title and clearly describe the work they would perform and their responsibilities.*

*If an individual will not be assigned to the management or operation of the Airport shuttle bus services on a full-time basis, indicate the percentage of time that the person would be dedicated to work on the management and operation of the Airport shuttle bus services and the percentage of time that the person would be working at the Airport.*



ABM has developed a corporate structure to specifically benefit our client organizations. Because of the nature of airport operations, ABM provides executives and managers specific to the airport marketplace. These industry professionals ensure that our clients are dealing with individuals well versed in the dynamic scope of airport operations. ABM understands and shares your commitment to efficient operations that impact the customer's journey while visiting your airport. Our diverse set of capabilities will not only help you improve your customer journey, but drive down your facility's operating costs, allowing you to maximize your budget and focus resources to position you to be the airport of choice.

The DEN comprehensive shuttle system will be overseen and directed by a full time dedicated ABM General Manager (GM). Her responsibilities will include all day to day operations and will interface directly with DEN staff. The GM will answer directly to ABM's Vice Presidents Larry Deluca and Scott Hutchison. This short, direct, chain of command will enable ABM to maintain a close working relationship with DEN Management.



**D. Scott Hutchison,**  
Vice President of  
Airport Global Accounts

Mr. D. Scott Hutchison is our Vice President of Airport Global Accounts and will be our designated account executive for DEN. Scott is truly a professional airport parking and transportation executive. For more than 30 of his 35 years in the industry, Scott has been involved in airports.

During his career as an airport parking and transportation executive, Scott has been responsible for airport parking and shuttle services in every airport market type and has overseen the parking and/or shuttle services for airports such as Denver International Airport, Los Angeles International Airport, San Francisco International Airport, Newark Liberty International Airport, Washington Dulles International Airport, John Wayne Airport, Salt Lake City International Airport, Phoenix Sky Harbor International Airport, Long Beach Airport, Boise Air Terminal, Oklahoma City's Will Rogers World Airport and Wichita's Mid-Continent Airport; and many more.

Mr. Hutchison will oversee all contractual aspects of this operation and will commit to make quarterly visits to Denver to check on the operation and meet with DEN staff. He will commit 20% of his time to this contract.



**Larry DeLuca,**  
**Vice President of**  
**Airport Parking Operations**

Larry DeLuca is the Vice President of Airport Parking Operations. Larry brings over 35 years of management experience, including 22 years in the parking and transportation industry. He was an ABM General Manager of the Austin-Bergstrom International Airport before being promoted to Branch Manager Airports, Regional Manager Airports, and then Vice President of Airport Operations, which includes overseeing all airport parking and transportation operations for ABM in the US and UK. He is actively involved in many parking associations including The Texas Parking and Transportation Association, which he was their past President.

Mr. DeLuca will make routine visits to Denver to support our local staff and check on operations. He will commit 25% of his time to this contract.



**Marcia Nelson,**  
**Proposed General Manager**

Marcia Nelson is an accomplished, visionary leader with 19 years of experience in airport parking & transportation management, including 16 years specifically at Denver International Airport. Marcia serves as our shuttle scheduling and operations subject matter expert. Marcia is focused on maximizing efficiencies while ensuring customer service is not forgotten. She introduced and developed our right-size dynamic staffing operational methodology and has constructed site specific plans that have been successfully implemented at our Denver International Airport, London Heathrow Airport inter terminal, and Los Angeles employee shuttle operations.

In addition to her emphasis on scheduling and operations, Marcia oversees ABM Parking's ThinkSafe program that is active in over 13 airports and being rolled out at airport sites across the country. Her focus is on influencing the foundation of ThinkSafe at the participating locations by creating a culture where employees see the hazards that are hidden because they are trained and accustomed to looking for the hazard when all appears safe. Our ThinkSafe employees always evaluate the people, materials, and environment throughout their workday to modify behaviors so injuries are prevented.

Marcia possesses a Masters Degree in Business Administration. She is also a member of the Education Committee for the National Parking Association.

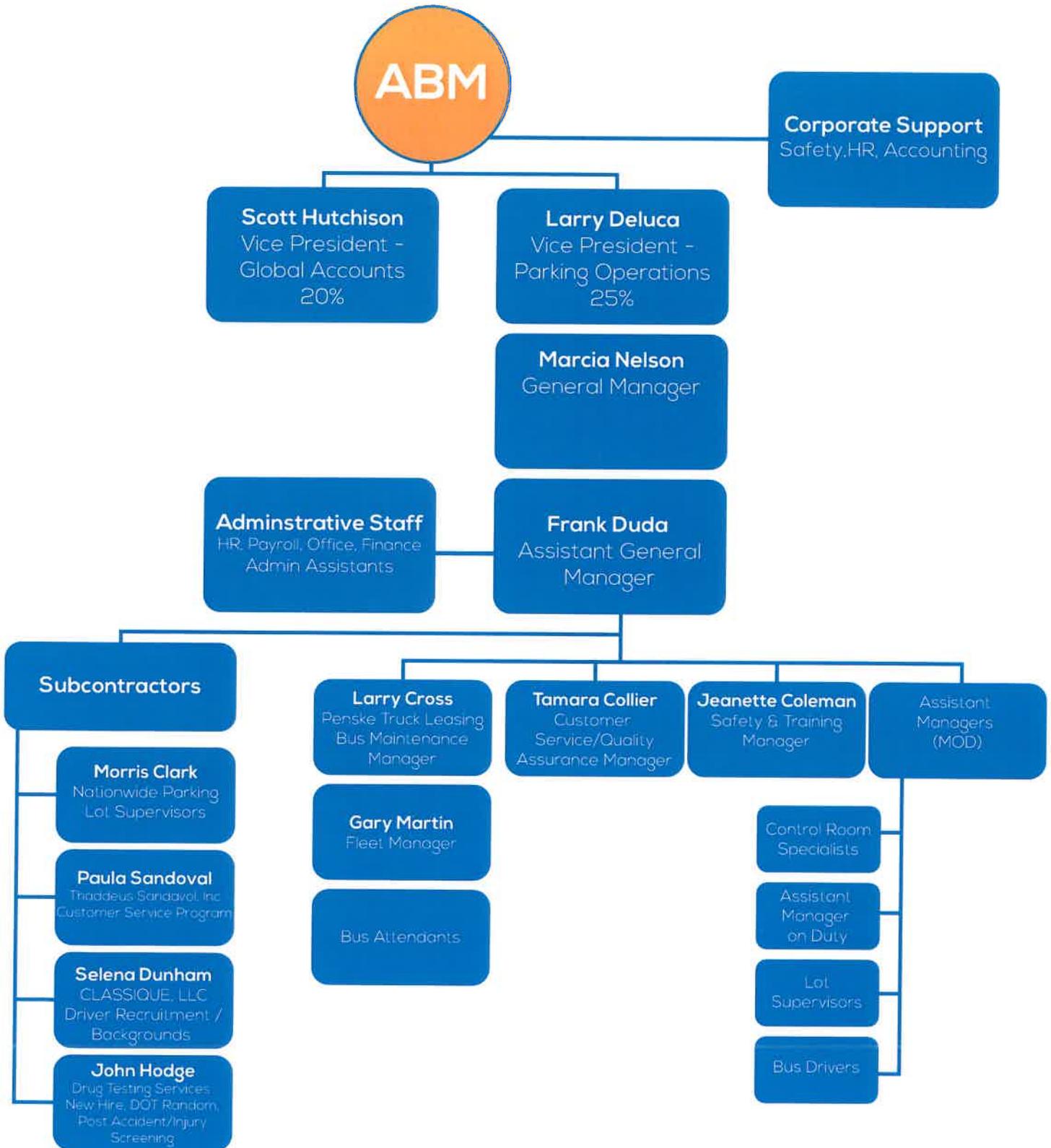
Marcia's operational expertise combined with an emphasis on safety is a formula for a successful airport shuttle operation.

Our **organizational chart** below illustrates ABM's proposed management structure for the DEN comprehensive shuttle system.

Please see section B2.4. Subcontractors for the specific work and responsibilities for each subcontractor.

Please see section B2.6a. Proposed Management Approach & Methods for the specific work and responsibilities for the local proposed key personnel.

# ORGANIZATION CHART



# SUBCONTRACTORS

*Describe the type of work and responsibilities that will be assigned to each subcontractor which the Proposer plans to retain to perform the work, and the estimated percentage of the total Agreement value the each subcontractor will perform. Describe the qualifications of each subcontractor to perform the assigned work. Describe where the Proposer has worked with each subcontractor in the past.*



A project as large and complicated as the DEN comprehensive shuttle services needs quality subcontractors to help support the day to day operations. ABM has assembled a respectable team of traditional and MBWBE contractors to help us operate the highest quality operation possible. Our subcontractor team will support us with LOT supervision, customer service, driver recruiting and background checks, drug testing services, and vehicle maintenance.

### Penske



ABM will continue our long-standing relationship with Penske to provide the professional vehicle repairs and maintenance services for the fleet of 60 buses. Penske is one of the largest fleet services provider in the country and has intimate experience in maintaining the current fleet operating the DEN comprehensive shuttle services and the vehicles as proposed to replace this fleet. Larry Cross, our proposed Maintenance Manager will oversee all maintenance operations at the maintenance facility on 47th Ave and Ironton in Denver. He and his certified service technician team will continue to work exclusively on our DEN Airport account.

Penske's maintenance facilities are optimized to speed up vehicle service repair time, ensure consistency of service, and leverage the latest diagnostic technologies.

Penske is committed to delivering excellence through their high caliber maintenance

program and personnel currently in place for the DEN fleet.

For more information regarding Penske and our vehicle maintenance plan, please see the Vehicle Deployment and Maintenance Section. Penske's subcontract amount is 7.36% of the total contract.

### Nationwide Parking Services



Nationwide Parking Services will continue to provide Lot Supervision personnel to oversee the comprehensive shuttle bus services at DEN. Nationwide Parking Services has provided parking management services for airport operations since 1994. During the past 22 years, Nationwide and its affiliates have provided services at Denver International Airport, Hartsfield-Jackson International Airport, regional airports, and, locally, at former Mile High Stadium (now Sports Authority Field), Denver Health and

Hospitals, and Denver Center for the Performing Arts. Nationwide is certified by Denver's Division of Small Business Opportunity as an Airport Concessionaire Disadvantaged Business Enterprise (ACDBE).

Nationwide Parking has served as a parking management services subcontractor at Denver International Airport continuously since inception, providing such services as traffic management, license plate inventory, clerical, and shuttle bus lot supervision. Nationwide has also provided courtesy shuttle services for Hartsfield–Jackson International Airport. Nationwide Parking delivered award-winning service at Hartsfield–Jackson over multiple years and was recognized for providing superior customer service.

Nationwide Parking has enjoyed a long term relationship with ABM, including several contracts at Denver International Airport. In partnership with ABM, Nationwide Parking has an outstanding track record of providing parking management and shuttle services that provide a personal, positive and predictable customer experience that exceeds all stakeholder expectations. Nationwide Parking provides exceptional customer service while holding firm to contractual obligations and budget constraints so that Nationwide Parking consistently meets its mission to safeguard, maintain and enhance the services, property and assets of the airports it serves.

Nationwide Parking understands that it is entrusted with the airport's reputation in providing parking and shuttle services as those services often form the first and last impression that travelers have of an airport. As a trusted service provider, Nationwide Parking offers the following:

- **continuous support to assure the airport's interests are protected and promoted**
- **a management structure that can react quickly to changing business conditions**
- **outstanding, award-winning customer service**
- **an understanding of the need to integrate its services to the client's needs**
- **a 100% minority owned firm that fully supports the diversity of its workforce**
- **a good corporate citizen that actively supports local community initiatives**

Nationwide Parking's operating philosophy, service orientation, track record, and experience with the special needs of airport patrons makes it a strong partner in meeting and enhancing the customer experience at Denver International Airport.

Nationwide Parking's subcontract amount is 5% of the total contract.

#### **Thaddeus Sandoval, Inc.**

ABM will continue to employ the services of Paula Sandoval with Thaddeus Sandoval Inc. for customer quality control audits. Ms. Sandoval has over 30 years of experience in the customer service field and has dedicated her life to public service in the Denver Metro area. Her involvement in public service and government highly influences how she leads her businesses and everyday endeavors. Paula has spent much of her life serving others in her role as a member of the Colorado Senate as well as Denver City Council. Her commitment to service complements the role she will serve with ABM as our customer service quality assurance auditor well.

Ms. Sandoval and her staff will be performing "undercover" audits on buses from a customer's point of view. She will be evaluating the driver's performance on 24 key points that affect our customer's experience. Sandoval will also be identifying drivers in need of additional customer service training, as well as directly assisting with this remedial training.

Thaddeus Sandoval, Inc. subcontract amount is .6% of the total contract.

### **Drug Testing Services, Inc.**

Drug Testing Services, under the direction of John Hodge, will continue to provide all of our drug testing services; new hire DOT testing, random DOT testing, mobile testing services (after accident testing, after accident DOT testing, after injury testing), return from 30day or more leave DOT testing, and reasonable suspicion testing and training with our management and supervisory staff. Drug Testing Services is a certified Disadvantaged Business Enterprise.

Drug Testing Services has been in the drug and alcohol business since 1991 and has over 30 years' experience in this field. Drug Testing Services is one of the pioneers in the Denver Metro Area providing quality, prompt, reliable, and knowledgeable service to their clients.

Drug Testing Services, Inc. subcontract amount is 1% of the total contract.

### **CLASSIQUE, LLC**

ABM will employ the services of Classique, LLC, under the direction of Selena Dunham. Classique LLC was formed in February 2005 as a Colorado limited liability company. Classique, LLC is a private client service company that focuses on meeting and exceeding their clients' specialized requirements.

Classique, LLC is a certified Disadvantaged Business Enterprise pursuant to the US Department of Transportation's Regulation 49 CFR Part 26 in the State of Colorado. Classique, LLC is also certified as a Small Business Enterprise (SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE). In November 2009, Classique, LLC's principal officer, Selena Dunham, graduated from the SBA's Emerging 200 Program. Selena also served as Chief of Staff for the 2008 DNC Host Committee. Classique played an integral role as a subcontractor for Denver Transit Operators providing employee and community safety training and varies compliance checks throughout the Train to Plane construction and implementation project.

Classique, LLC is a partner of the regional Workforce Initiative Now (WIN) program which is a collaborative partnership that helps job seekers, companies, and communities through career opportunities in the transportation and construction industries.

Under this new contract, Classique will provide recruiting and background verifications services for ABM. All driver recruits will be thoroughly vetted by the Classique team in an effort to obtain the best, most qualified driver candidates possible. Through Classique's vast connections in the Denver area and with the US Department of Transportation, Classique will have a unique ability to reach out into the local communities and provide us with an untapped resource of qualified job candidates. Classique will also provide staffing to perform our on the bus face-to-face customer satisfaction surveys. (see section 3, B2.6j for details) This is a service that Classique has successfully performed for Denver Transit Operators throughout the light rail expansion project.

CLASSIQUE, LLC. subcontract amount is 1% of the total contract, with potential to increase with future responsibilities.

# PROPOSED MANAGEMENT APPROACH AND METHODS



As the current provider of the comprehensive shuttle bus system, ABM has been fortunate to work in unison with Denver International Airport (DEN) and we are proud of the extensive list of accomplishments. Working closely with the airport team we have been able to participate in the tremendous growth of DEN, while providing stability in the face of the dramatically changing airport operations.

ABM clearly understands the intricacies and challenges of DEN's comprehensive shuttle bus system. We are committed to ongoing enhancements and transformations that will revolutionize DEN's airport transportation services. ABM is uniquely positioned to provide the very best professional management team to Denver International Airport's shuttle service. This strong, pro-active local and corporate management team allows for our operational approach to be fluid so the needs of DEN's dynamic shuttle service can be met. ABM and our subcontractors are committed to continuously meet every expectation of DEN's first class parking and shuttle program.

***(a) Describe the specific responsibilities of the individual members of the proposed management team, and refer to any qualifications or experience which make any of them particularly well suited to provide services meeting or exceeding the City's expectations.***

Below is an overview of the proposed management team for DEN's comprehensive shuttle system. Please reference the supplied resumes for all qualifications and experience for the key personnel identified below.

## General Manager – Marcia Nelson

### ABM Experience :

- Denver International Airport / Parking : 1997 – 2001 (Cashier, Supervisor, Assistant Manager)
- Boise International Airport / Parking & Shuttles : 2001 – 2004 (General Manager)
- Denver International Airport / Parking : 2004 – 2008 (Assistant General Manager, General Manager)
- Denver International Airport / Transportation : 2008 – Present (Assistant General Manager)

Ms. Nelson has vast experience in all aspects of airport parking and transportation services. She has 19 years of experience managing airport parking and shuttle operations, including 16 years specifically at Denver International Airport. She possesses a Masters Degree in Business Administration and is an ABM Subject Matter Expert in these fields. She is also a member of the Education Committee for the National Parking Association.

### General Manager Duties:

1. Serving as ABM's representative and day-to-day point of contact with the City for all matters concerning the agreement.
2. Representing ABM in communications with the public.
3. Oversight of all of the ABM operations provided under the agreement at the airport including maintaining desired superior levels of customer service and a safe, efficient and reliable comprehensive shuttle bus service.
4. Timely submittal to the City of all invoices, reports, staffing plans and other documents required by the agreement.
5. Hiring, training, assigning, scheduling, promoting, disciplining and discharging employees to work for ABM under the agreement.
6. Overseeing the maintenance, repair and cleanliness of the buses and other vehicles used to provide and operate the services required by the agreement.
7. Review and revision necessary of ABM policies and procedures relating to performance of the agreement, including customer service, personnel, safety, security and efficiency, as well as other operational matters.
8. Ensuring compliance with all City, State and Federal regulations.
9. Serving as direct point of contact for United Mine Workers of America and International Brotherhood of Teamsters Labor Unions.

## Assistant General Manager – Frank Duda

### ABM Experience :

- Newark Liberty International Airport / Parking : 1995 – 2000 (Supervisor, Assistant Manager, Assistant General Manager)
- Austin Bergstrom International Airport / Parking & Transportation : 2000 – 2001 (Assistant General Manager)
- George HW Bush – Houston Intercontinental Airport / Parking & Transportation : 2001 – 2002 (General Manager)
- Buffalo Niagara International Airport / Parking & Transportation : 2002 – 2007 (General Manager)
- Denver International Airport / Transportation : 2007 – 2008 (Assistant General Manager)
- Denver International Airport / Transportation : 2008 – Present (General Manager)

Mr. Duda has vast experience in all aspects of airport parking and transportation services. He has 21 years of experience managing airport parking and shuttle operations, including the last 9 years at Denver International Airport. He is an ABM Subject Matter Expert in both fields and a Certified Parking Facility Manager by the National Parking Association.

### Assistant General Manager Duties:

1. Reports directly to the General Manager and assists with all aspects of the General Manager's duties.
2. Serves as secondary point of contact to the City for all matters relating to the agreement.
3. Serves as secondary point of contact for United Mine Workers of America and International Brotherhood of Teamsters Labor Unions.
4. Acts in place of the General Manager in his / her absence.

## Assistant Managers (Manager On Duty – MOD)

### ABM Experience :

- Daniel Birara – DEN Experience : Employed since : 2000 / Assistant Manager since : 2006
- Teffera Regassa – DEN Experience : Employed since : 1998 / Assistant Manager since : 2006
- Talegta Girma – Den Experience : Employed since : 1998 / Assistant Manager since : 2006
- Zeleke Maruta – DEN Experience : Employed since : 1999 / Assistant Manager since : 2007
- Yolanda Cordova – DEN Experience : Employed since : 1998 / Assistant Manager since : 2007
- Yonas Mamo – DEN Experience : Employed since : 1999 / Assistant Manager since 2012
- Hirut Yigletu – DEN Experience : Employed since : 1999 / Assistant Manager since : 2005

ABM's Assistant Manager Team has 121 years of experience (Avg. 17 years per Assistant Manager) in the Shuttle Operation at Denver International Airport and 63 years of management experience ( Avg. 9 years per Assistant Manager) at this location collectively. Due to the vast experience that this team has at DEN, there is virtually no airport transportation scenario that they have not experienced and are not prepared for.

### Assistant Manager Job Duties:

1. Assistant Managers are scheduled to cover 24 hours a day, 7 days a week, with the authority to assure ABM's compliance with the agreement.
2. Responsible for the daily management and oversight of the shuttle bus operation and the employees within the operation with the exception of the General Manager and Assistant General Manager.
3. Immediate responders to emergency situations such as Vehicle Accidents, Amber Alerts, rain Down Operations, Red Alerts, etc.
4. Direct supervision of Supervisor and Assistant Manager on Duty Staff.
5. Assigning schedules, routes and buses.
6. Communicate all necessary information to staff during Daily Shift Briefings.
7. Ensure safety standards are being upheld by all employees.
8. Ensure customer service standards are being upheld by all employees.
9. Ensure all fleet vehicles meet DOT Standards and work directly with the Fleet Manager to have necessary vehicles taken for service.

## Maintenance Manager – Larry Cross (Penske Truck Leasing)

Penske Truck Leasing : 1982 – Present

Mr. Cross has 34 years of experience in Fleet Maintenance including 18 years in Fleet Management. He has numerous certifications and has been maintaining the current fleet at DEN since 2008. His ability to draw upon the vast resources and expertise of the nationwide Penske Corporation, places ABM in a unique position as related to fleet maintenance and operation.

### Maintenance Manager Duties:

1. Responsible for all aspects of vehicle maintenance.
2. Ensuring compliance with all DOT regulations.
3. Ensuring compliance with all OSHA regulations.
4. Creating / ensuring compliance with a rigorous vehicle preventive maintenance schedule.
5. Ensuring vehicles are repaired in a timely manner so as not to impact the shuttle bus operation.
6. Maintaining repair / preventive maintenance records.
7. Reviewing and advising ABM of any product issues / improvements that may add to the safety / efficiency of the fleet.
8. Ensuring all mechanics are fully trained, licensed and certified to perform repairs on the ABM Fleet.

## Fleet Manager – Gary Martin

### Denver Airports Experience:

- Stapleton Airport / Transportation (DynAir Maintenance) : 1991 – 1994
- Stapleton Airport / Transportation (Republic Parking) : 1994 – 1995
- Denver International Airport / Transportation (Republic Parking) : 1995 – 1998
- Denver International Airport / Transportation (ABM Parking Services) : 1998 – Present

Mr. Martin has vast airport transportation experience. He started with ABM in 1998 at DEN as the Driver Training Manager and has been managing the vehicle fleet since 2009. He was a Certified DOT Examiner and has numerous certifications associated with commercial driving and safety.

### Fleet Manager Duties:

1. Responsible for all local aspects of vehicle maintenance.
2. Responsible for maintaining service vehicle fleet.
3. Ensuring compliance with all DOT regulations.
4. Ensuring compliance with all OSHA regulations.
5. Direct interaction / communication with Penske Maintenance Manager.
6. Ensuring all vehicles are taken to repair facility in a timely manner.
7. Overseeing and training of all Bus Attendants.
8. Overseeing fleet body damage repairs.
9. Performing minor replacements / repairs.
10. Overseeing of Smart Drive / NextBus components.
11. Initial review of and response to Driver Vehicle Inspection Reports.

## Safety & Training Manager – Jeanette Coleman

### Denver Airports Experience:

- Denver International Airport / Transportation (Republic Parking) : 1996 – 1998
- Denver International Airport / Transportation (ABM Parking Services) : 1998 – Present

Ms. Coleman has 20 years of airport transportation experience. She has been managing the Training Department for ABM at Denver International Airport for the past 18 years. She was a Certified DOT Examiner and is our DOT Drug Program Administrator, among other responsibilities.

### Safety & Training Manager Duties:

1. New Hire driving examinations.
2. New Hire driver training.
3. Remedial / post-accident driver training.
4. Quarterly driver & safety training.
5. Maintaining OSHA Logs.
6. Maintaining DOT Driver Qualification Files.
7. Generating / reviewing Driver Motor Vehicle Records.
8. Performing safety reviews of proposed new routes / route changes.
9. Training associated with new routes / route changes.
10. Management of Substance Abuse Program.

## Customer Service and Quality Assurance Manager - Tamara Collier

### ABM Experience :

- Denver International Airport / Parking : 1995 – 1999 (Supervisor)
- Denver International Airport / Parking : 1999 – 2008 (Training Manager)
- Denver International Airport / Transportation : 2008 – Present (Customer Service & Quality Assurance Manager)

Ms. Collier has been performing outstanding service at Denver International Airport for 21 years in various positions. She has been managing our Customer Service Dept. since 2008. She has numerous certifications in the customer service training field and shares this experience with the staff during her various team / individual training sessions.

### Customer Service and Quality Assurance Manager Duties:

1. Direct interaction with customers via telephone, written correspondence and in person.
2. Manage the customer service database.
3. Conducts new hire orientation.
4. Generates Customer Correspondence Reports.
5. Conducts investigations related to customer correspondence.
6. Conducts remedial customer service training.
7. Conducts quarterly customer service training.
8. Monitor driver customer service in the field and makes corrections as needed.

## ADMINISTRATIVE SUPPORT STAFF :

### Financial Services Manager – Clay Mingues

#### ABM Experience :

- Denver International Airport / Parking : 1999 – 2008 (Cashier, Supervisor, Audit Manager)
- Denver International Airport / Transportation : 2008 – Present (Financial Services Manager)

Mr. Mingues brings a wealth of financial / audit experience to this vital position. He was instrumental in creating the majority of reporting methods for the current contract and works directly with our Contract Administrator on the monthly reporting and billing.

#### Financial Services Manager Duties:

1. Prepares monthly invoice for City contract.
2. Prepare monthly reports as per the City contract
3. Manages all Accounts Payable / Accounts Receivable.
4. Tracks / generates reports for all bus hours and reimbursable expenses.
5. Manages Health & Welfare Program.
6. Manages all procurement.

## Human Resources Manager – Jessica Taylor

### ABM Experience :

- Denver International Airport / Transportation : 2011 – Present (Administrative Assistant, Human Resources Manager)

Ms. Taylor is familiar with all aspects of our operation and has proven herself to be a key component of our support staff. In addition to her HR duties, Ms. Taylor administrates our Smart Drive Driver Monitoring Program.

### Human Resources Manager Duties:

1. Conducts applicant interviews.
2. Conducts new hire orientation.
3. Processes new hire paperwork.
4. Conducts employee investigations.
5. Manages Smart Drive Program, including driver counseling.
6. Tracks employee attendance / discipline.
7. Manages Family Medical Leave Act & Worker's Compensation Programs.
8. Ensures compliance with ABM Policy, as related to harassment, discrimination, etc.

## Payroll Manager – Donald Frans

### Denver Airports Experience:

- Stapleton Airport / Transportation (DynAir Maintenance) : 1991 – 1994
- Stapleton Airport / Transportation (Republic Parking) : 1994 – 1995
- Denver International Airport / Transportation (Republic Parking) : 1995 – 1998
- Denver International Airport / Transportation (ABM Parking Services) : 1998 – Present

Mr. Frans has 25 years of experience in the airport industry. In addition to his payroll duties, Mr. Frans is intimately involved in generating the numerous monthly reports that we are contractually obligated to provide.

### Payroll Manager Duties:

1. Manages all aspects of payroll.
2. Generates payroll reports.
3. Manages bus hour / mileage database.
4. Generates monthly reports related to bus hours, mileage, etc. for City.

## Office Manager – Vidaid Gonzalez

### ABM Experience:

- Denver International Airport / Parking : 1998 – 2008 (Vault Clerk, Office Manager)
- Denver International Airport / Transportation : 2008 – Present (Office Manager)

Ms. Gonzalez has 18 years of experience at Denver International Airport. In addition to her staff support duties, Ms. Gonzalez is our primary Badging Agent and DOT Medical Certification Administrator.

### Office Manager Duties:

1. Primary Authorizing Badging Agent.
2. Maintains DOT Medical Certification Database.
3. Manages / Authorize Employee Requests for Time Off.
4. Calculates / enters billable bus hours from driver log sheets.

## Administrative Assistant – Janice Missiha

### ABM Experience :

- Denver International Airport / Parking : 1998 – 2008 (Vault Supervisor)
- Denver International Airport / Transportation : 2009 – Present (Administrative Assistant)

Ms. Missiha has 17 years of experience at Denver International Airport. In addition to her staff support duties, Ms. Missiha also supervises the Control Room staff.

### Administrative Assistant Duties:

1. Calculates / enters billable bus hours from driver log sheets.
2. Supervises Command Center Staff.
3. Tracks, audits and counsels drivers regarding log sheet errors.
4. Correlates and files all driver logs, Driver Vehicle Inspection Reports, Requests for Time Off, etc.

## FIELD SUPPORT STAFF :

### Assistant Manager on Duty (AMOD) :

*Oluwasegun Oduneye - DEN Experience : Employed since : 1998 / AMOD since 2010*

*Tahir Kemal - DEN Experience : Employed since : 1999 / AMOD since 2006*

*Bogale Woldemariam - DEN Experience : Employed since : 2002 / AMOD since 2006*

*Lilay Fisseha - DEN Experience : Employed since : 1999 / AMOD since 2011*

*Macire Diarra - DEN Experience : Employed since : 2006 / AMOD since 2007*

*Yohannes Feye - DEN Experience : Employed since : 2004 / AMOD since 2006*

*Marcos Dolla - DEN Experience : Employed since : 2014 / AMOD since 2014*

*Fekadu Chani - DEN Experience : Employed since : 2002 / AMOD since 2011*

*Zelalem Berhanu - DEN Experience : Employed since : 1999 / AMOD since 2007*

ABM's Assistant Manager On Duty (AMOD) Team has 121 years of experience (Avg. 13 years per AMOD) in the Shuttle Operation at Denver International Airport and 66 years of management experience (Avg. 7 years per AMOD) at this location collectively. This AMOD team has the integral responsibility of working directly with our airport guests on Level 5 at the Main Terminal, and are in a unique position to win the hearts and minds of our valued customers.

### Assistant Manager on Duty (AMOD) Duties:

1. Directs passengers as needed as they off-load from buses on Level 5 at the Terminal.
2. Directs passengers to appropriate buses and assists with boarding passengers on Level 5 at the Terminal.
3. Direct interaction with customers on Level 5 at the Terminal to ensure the highest level of customer service.
4. Direct interaction with the DEN Ground Transportation Staff.
5. Maintains constant communication with all drivers and Lot Supervisors to ensure an efficient rotation; calling for extra buses when necessary.
6. Monitors NextBus System to ensure customer display timing is correct.
7. Inspects vehicles to ensure cleanliness, safe operating conditions, etc.
8. Monitors / inspects driver appearance and make corrections as needed.
9. Maintains driver rotation logs.

## Lot Supervisors :

*Alex Yismma - DEN Experience : Employed since : 2007 / Lot Supervisor since 2010*  
*Aklile Asrat- DEN Experience : Employed since : 2006 / Lot Supervisor since 2006*  
*Emmanuel Ndu- DEN Experience : Employed since : 1999 / Lot Supervisor since 1999*  
*Hailu Tujuba - DEN Experience : Employed since : 1999 / Lot Supervisor since 1999*  
*Adewale Jibowu - DEN Experience : Employed since : 1998 / Lot Supervisor since 2010*  
*Sara Eshete - DEN Experience : Employed since : 2002 / Lot Supervisor since 2007*  
*Eshetu Balcha - DEN Experience : Employed since : 2002 / Lot Supervisor since 2011*  
*Alem Beyene - DEN Experience : Employed since : 1998 / Lot Supervisor since 2010*  
*Mulualem Yigzaw - DEN Experience : Employed since : 2013 / Lot Supervisor since 2015*  
*James Moran - DEN Experience : Employed since : 1998 / Lot Supervisor since 2014*  
*Frank Velez - DEN Experience : Employed since : 1998 / Lot Supervisor since 2008*  
*Michelle Richardson - DEN Experience : Employed since : 1998 / Lot Supervisor since 2008*  
*Tsige Kebede - DEN Experience : Employed since : 2000 / Lot Supervisor since 2006*  
*Terry Tan - DEN Experience : Employed since : 2014 / Lot Supervisor since 2015*

ABM's Lot Supervisor Team has 192 years of experience (Avg. 14 years per Supervisor) in the Shuttle Operation at Denver International Airport and 116 years of supervisory experience (Avg. 8 years per Supervisor) at this location collectively. This Supervisor team has the experience and overall knowledge of the operation to continue to provide outstanding service to our valued customers.

### Lot Supervisor Duties:

1. Maintains contractual compliance in the number of buses that are assigned to each individual route.
2. Ensures the buses on each individual route are sufficiently spaced to maintain an effective and efficient rotation.
3. Ensures that driver breaks are properly distributed so that the overall rotation is not impacted.
4. Monitors / inspects driver appearance and make corrections as needed.
5. Monitors driver customer service performance and make corrections as needed.
6. Monitors driver safety performance and make corrections as needed.
7. Maintains driver rotation / break logs.
8. Assists customers in the parking lots as needed.

## Control Center Staff

*Porsha Fall - DEN Experience : Employed since : 2015*  
*Alfredo Dominguez - DEN Experience : Employed since : 2010*  
*Daisy Dominguez - DEN Experience : Employed since : 2014*  
*Alexandra Bielawski - DEN Experience : Employed since : 2014*

The Control Center is the heart of the overall operation. The vast majority of all communications flow through the Control Center Staff. Our dedicated team of professionals are thoroughly experienced and are most proficient in dealing with this fast paced nerve center of the operation.

### Control Center Duties:

1. Answers / responds to incoming telephone calls.
2. Answers / responds to Shuttle Operation two-way radio system.
3. Makes required announcements to drivers regarding emergency situations, route changes, safety advisories, etc.
4. Monitors NextBus System and advises management as needed regarding any irregularities.
5. Assists with customer inquiries, both oral and written.
6. Maintains Lost & Found Program.
7. Data entry for various tracking systems.

*(b) Provide a brief description of the Proposer's management and operations policies and practices. Describe how the Proposer will operate the service in compliance with the City's policy that no passenger or employee shall wait more than ten (10) minutes for shuttle bus service at any stop at any time. Describe the Proposer's plan to monitor and maintain these standards particularly during peak periods.*



ABM believes in hiring the best candidates and providing them with the best tools to ensure success. We provide each team member with a clear vision of our expectations and hold them accountable when these expectations are not met. In addition to our extensive orientation and training processes, each team member receives written policies and procedures to ensure they are absolutely clear on the high expectations we insist upon. The two primary documents that outline our main policies and practices are the ABM Service Worker Policy Handbook and the Shuttle Driver Rules and Regulations.

**The ABM Service Worker Policy Handbook comprehensively addresses :**

- **Attendance and Time Off**

Attendance and Punctuality / Disability / Family Medical Leave / Service Member Leave  
Jury Duty / USERRA / Personal Leave of Absence / Religious Observances

- **Benefits and Compensation**

Company & Customer Property / Compensation and Benefits upon Termination  
Compensation Owed to Deceased Employees / Demotions / Exempt - Non Exempt Status / Fair Labor Standards Act /  
Garnishments - Legally Imposed Withholdings  
Overtime / Payment of Wages / Time Records / Paycheck Review / Reporting Concerns  
Work Hours and Work Days

- **Employment**

Access to Personnel Records / At-Will Employment / Code of Business Conduct and Ethics / Confidential Company Information / Employee Information / Employee Privacy  
Employment Categories / Home Address & Telephone Numbers / Gift Policy / Nepotism  
Consensual Relationship Policy

- **Equal Employment Opportunity**

EEO - Affirmative Action / Open Door / Policy Against Harassment in the Workplace

- **General Work Rules**

Alcoholic Beverages and Drugs / Company Bulletin Boards / Dress Code / English in the Workplace / Polygraph Testing /  
Smoke-Free Workplace / Solicitations, Distribution and Posting

- **Health and Safety**

Vehicle Safety Rules / Fitness for Duty Policy / Workplace Violence Prevention

- **Performance Management**

Discipline and Performance Improvement Plans / Standards of Conduct / Cause for Disciplinary Action – Discharge / Suspension Guidelines

- **Recruitment**

Authorization to Work in the United States / Background Checks / Employment Between Subsidiary Companies / Employment Verification / Fair credit Reporting Act / Recruiting and Job Posting / Social Security Numbers

- **Termination**

Involuntary Terminations / Other Terminations

### The Shuttle Drivers Rules and Regulations comprehensively addresses :

- **Uniforms**

- ~ Only clean and pressed company-issued uniforms are to be worn.
- ~ Upon separation of employment, all company-issued uniforms must be returned.
- ~ All drivers must display their Airport ID while on duty.
- ~ Appropriate grooming while on duty.
- ~ Drivers are responsible for lost / stolen Airport IDs.

- **Bus Operator Regulations**

- ~ Drivers must complete a Vehicle Pre / Post Trip Inspection Report per DOT requirements.
- ~ All Driver Vehicle Inspection Reports and Passenger Count Sheets must be returned at the end of the shift.
- ~ A radio check must be performed prior to departing Base.
- ~ All drivers must radio the Supervisor when approaching or exiting the parking lots / Main Terminal.
- ~ Never leave your shuttle bus running and unattended / unsecured.
- ~ Never break your fixed route.
- ~ Drivers are required to stop and open doors at all designated shuttle stops.
- ~ When entering the parking lots, you must obey all posted speed limits and watch for pedestrian traffic.
- ~ It is forbidden to carry beverages of any kind in your bus unless it is in a spill-proof container.
- ~ Eating & Smoking is forbidden in your bus.
- ~ Drivers should distribute Customer Service items in a professional manner. No unauthorized materials are to be distributed.
- ~ When driving your assigned shift, you must make sure your relief has arrived before going on break or going home.
- ~ To avoid any confusion, when your passengers board your bus, make sure that you announce your destination.
- ~ Notify your Supervisor in the event a passenger is lost, has a dead battery or is locked out of their vehicle.
- ~ Notify your Supervisor before going on any scheduled or unscheduled break.
- ~ Report all suspicious individuals to your Supervisor immediately.
- ~ Soliciting tips is expressly forbidden.
- ~ It is your responsibility to read and be aware of all facility bulletins.
- ~ Drivers are responsible for making all Company-required announcements.
- ~ Drivers are responsible for thoroughly cleaning their vehicle at the beginning and end of their shift.
- ~ Drivers will be held responsible for loss or damage to ABM / DEN property in their care during the course of their employment.

- **Safety Rules**

- ~ All drivers must report to work with a valid Commercial Driver's License and DOT Medical Card.
- ~ You are required by ABM Policy, State & federal Law to wear your seat belt while operating any vehicle
- ~ ABM employees / drivers are responsible for all vehicle code violations while driving on or off company time.
- ~ Never back up your bus without following the Vehicle Backing Policy.
- ~ The use of cell phones while driving is expressly prohibited.
- ~ Management reserves the right to send any driver at any time for substance screening, per DOT regulations.
- ~ It is your responsibility to be aware of all safety hazards in and around your fixed route.
- ~ It is your responsibility to make sure that all passenger possessions are stored properly and in a safe manner.
- ~ Personal driver articles must be stored in a safe manner.
- ~ It is your responsibility to understand the Fixed Route Scheduling and Rotation Procedures.

- ~ Conversations should not be held anywhere on the route during working hours between drivers or between drivers and non-company personnel.
- ~ Every driver must participate in the Safety Service Team Program.

- **Schedules**

- ~ Drivers must report to their assigned work assignment location immediately at the start of their shift.
- ~ Employees must obtain advance authorization from Management for any event or appointment which will cause them to miss time from work.
- ~ Employees who are unable to report for work as scheduled due to illness or an emergency, shall give as much notice as possible, but no less than a two-hour notice prior to their start time.
- ~ Employees are expected to leave their work area promptly after completing their workday unless directed otherwise by supervision.
- ~ Management reserves the right to assign driver schedules and lot assignments. It is the responsibility of each driver to check the posted schedules and report where assigned.

- **Vehicle Accidents**

Vehicle Accidents are defined as any contact of the vehicle with a foreign object that alters the appearance of the vehicle or the object while it is in the charge of the employee / driver. Drivers of ABM will be held accountable for damage to a vehicle not reported and duly noted on the damage report prior to starting and / or ending their shift. All vehicle accidents will result in suspension and investigation and will require the driver to take remedial training classes as determined by Management and will result in a 90-day probationary period. Any accident may result in termination. The following are (but not limited to) examples that may result in termination.

Failure to adhere to safety policies resulting in an accident, any negligence on the part of the driver resulting in an accident, any at-fault accident that results in property damage in excess of \$2,500 or that results in injuries. In addition, failure to report an accident, no matter how minor, is grounds for termination.

1. All accidents must be reported immediately at the scene. Give your supervisor your exact location and check for injuries. Do not leave the scene of the accident no matter how minor; this is grounds for immediate termination.
2. Should you have injured passengers, DO NOT attempt to move them. Notify your Supervisor that an Emergency Response Team is needed.
3. If your vehicle is not disabled and there are no medical emergencies, pull out of the traffic lanes so you do not create a further hazard.
4. If a collision has occurred with another vehicle immediately identify the vehicle make and license plate number.
5. Identify witnesses and take statements if possible.
6. Await further instructions from your Supervisor.

Maintaining a reliable shuttle bus service; in this case ensuring that no passenger waits in excess of 10 minutes, requires a multi-faceted approach.

In addition to ensuring adequate staffing and an adequate number of clean and safe buses; our Dynamic Staffing Schedule is key to achieving an efficient bus rotation. This approach uses historical passenger data to determine the number of buses needed to meet the passenger demand by day and by hour.

It is important to note that establishing the baseline number of buses necessary to meet the maximum wait time does not ensure that all passengers will be picked up with a less than 10 minute wait time. The baseline number only ensures that a single bus will be at any point within the maximum wait time. These intervals or "headways" may service points on a map within the target goal, but do not always service all of the waiting passengers, as capacity, especially during peak periods becomes an issue.

The unique ABM Dynamic Staffing Schedule takes into account the peaks and valleys and places the appropriate number of buses on each route by day and by hour based on actual historical data, allowing us to service all of the waiting passengers. Addressing the capacity issues ensures that we do not exceed the 10 minute wait time for any of our passengers.

In addition, the Lot Supervisors and Assistant Managers on Duty work in unison to ensure proper spacing of buses via direct interaction with the drivers as well as via two-way radios and Nextel phones.

Lastly, all drivers are trained to use their two-way radios to call out specific location points to ensure the other drivers on their route as well as the Lot Supervisors and AMOD are aware of their location. These specific location points have been chosen to alert the other drivers on that route that another bus is approaching the lot or the Main Terminal. This is a very effective tool in maintaining proper spacing and ensures we achieve our goal of a less than 10 minute wait time.

ABM also employs a multi-layered approach to monitor and ensure that we are meeting or exceeding our goals for passenger wait times.

- Lot Supervisors monitor the bus rotation within the specific lot. Corrections and adjustments can be made immediately as may be necessary.
- Assistant Managers on Duty (AMOD) monitor the bus rotation from Level 5 at the Main Terminal. Again, corrections and adjustments can be made immediately as may be necessary.
- Assistant Managers (MOD) monitor the overall operation while in-the-field and can direct the Lot Supervisors / AMOD to make adjustments as well.
- The Control Room Staff monitors the NextBus System (GPS) and alerts the Lot Supervisor in the event a specific route rotation appears to be experiencing an issue with spacing or timing.
- Spot checks are performed randomly. A member of the office staff is stationed at a fixed point on various routes and records bus intervals and passenger wait times.
- Third Party Guest Satisfaction Survey Cards are distributed monthly to solicit feedback regarding our operation. Passengers are requested to check-off the number of minutes they waited for a bus on the card. This data is analyzed monthly to gauge our wait time effectiveness.
- Third Party Secret Shopper Audits are performed monthly. A third party service provides agents to park in the parking lots and pretend to be waiting passengers. We also analyze this data monthly.
- Shuttle Correspondence Signs are placed on each bus. Passengers are encouraged to e-mail or text their experience to ABM. Many of these correspondences contain wait times and as we receive this information in real-time, we are able to address any issues immediately.

***(c) Describe the Proposer's plan for ensuring that an adequate number of buses are available at the Airport at all times to maintain customer service levels and service intervals.***

Our ABM and Penske team will work together to ensure the adequate number of buses are available at DEN to guarantee customer service levels and service intervals are maintained. Our ABM / Penske team have been in charge of all aspects of the buses assigned to the DEN shuttle operations since 2008 and we have never run into an issue with busing availability to meet the normal day-to-day passenger and employee demands and the over 14,489.50 hours of special and emergency services we have responded to since the start of our contract, including 2,778 hours operated for the planned train down outage in 2015 and 8,164 hours currently used to support a new route created for the landside employee lot overflow. As described under the Vehicle Deployment and Maintenance section of our response, preventative maintenance is key to maximizing the life and reliability of our fleet. Based on our seasonal dynamic scheduling provided in item d of this section, the maximum number of buses we would need during peak times is 49 during any one hour, including breaker staff. Since we own the current fleet being used, we have already identified our ability to restore 5 of the current buses to be used as VIP special buses during this contract. In addition to these buses, we have the ability to pull from this fleet should we or DEN identify a need for additional buses for this project.

***(e) Describe the Proposer's plan to maintain and enhance the level of service provided to public parking patrons and employees being transported by the Airport shuttle bus service. Describe the Proposer's plan to encourage and motivate the Proposer's employees and others who interface with the traveling public and Airport employees. Describe the Proposer's employee incentive plan and specify how any monetary awards paid by the City to the Proposer for performance by Proposer at or above expectations will be shared with employees.***



Undeniably, Customer Service is our business and the most important ingredient to the success of our operation. Customer service is a constant part of our quarterly employee training program. This training is complimented by the different employee incentive programs we have in place that focus on our employees delivering exceptional customer service. Each employee is taught interpersonal skills that enable them to become true customer service ambassadors. Our employees are taught to consider the impact to our customers in every decision they make in an effort to win the hearts and minds of our customers.

Our customer service incentive programs consist of three levels of employee rewards: Bronze (3-5 written compliments), Silver (6-15 written compliments), and Gold (16+ written compliments). Each level enjoys an increased number of rewards and are tracked monthly. By delivering exceptional customer service, and receiving written compliments, our employees earn gift cards, raffle tickets toward the monthly raffle prize, and have their names displayed under Bronze, Silver and Gold colored medals for all to see. The top 15 employees for the year are entered into the annual raffle held in January where "supreme prizes" such as iMac computers are raffled. In 2015, Gold status was achieved 65 times, Silver status was achieved 61 times, and Bronze status was achieved 33 times by our employees. The success of our program and buy in from our employees clearly shows our outstanding efforts toward winning the hearts and minds of our customers. This accomplishment is fantastic.

To measure the effectiveness of our training and how our training is being translated to the field we developed a texting /email instant customer feedback system. It was our goal to solicit feedback from our customers so we could hear directly from them so we can better measure our successes and areas of improvement. With this system customers are able to easily send messages regarding their experience from the bus. If there is a problem customers can send us a message and our command center staff can begin to resolve any issues immediately. The results we have received from this system are unparalleled to any other customer feedback system. Since inception in 2011, we have received an astounding 13,567 written compliments regarding our services at DEN from this channel alone. This accomplishment is HUGE!

Our customer service programs also include customer surveys. Although antiquated, we hand out customer survey cards monthly in an effort to get feedback from our customers who desire a less tech savvy way of corresponding. Currently, through this system we receive an average of 135 correspondences from our passengers monthly. The feedback, which is tallied by our third party vendor, is remarkable. In fact, their algorithm used to measure overall guest satisfaction effectiveness has to be adjusted because of the "exceptionally high level of guest satisfaction at our DEN location", causing our overall score to exceed 100%.

To enhance our already comprehensive customer service initiatives, CLASSIQUE LLC will staff and perform face-to-face surveys with our customers. (Please see Subcontractor section for details on CLASSIQUE LLC) Specific questions will be devised and their staff will ask the questions and collect the data using tablets while the customer is on the bus traveling or waiting for a bus in the lot or at the terminal. The results from these face-to-face surveys will be used to make adjustments in our training programs to better meet the needs identified by our passengers. Additionally, ABM will work with the airport parking/transportation team to address any operational concerns identified so resolution can be discussed and achieved.

***(f) The City is particularly interested in creative and proven approaches to improving the level of customer service afforded the users of the shuttle bus services while concurrently assuring the desired safe, reliable, and efficient operations. Describe examples of comparable shuttle bus operations managed by the Proposer (or key members of the Proposer’s management team) where the Proposer was responsible for successfully implemented measures to improve the level of customer service. Describe Proposer’s specific responsibilities for each of these examples.***

Although the importance of customer service is evident, ABM takes a unique approach to implementing creative and improved approaches to ensure service, safety, reliability, and efficiency are all equally top priorities. In addition to the time honored tradition of making personal connections with our customers, ABM implements technology to enhance the overall travel experience for our customers.

Some of the technologies that we use across the country and internationally are listed below:

### Dynamic Staffing Algorithm

ABM’s proprietary demand based operational scheduling was developed to enhance the customer experience by placing the appropriate number of buses where they are needed based on passenger demands, while emphasizing cost saving measures for our clients. This approach places a focus on the customer rather than a timed schedule. ABM implemented this “right-sizing” staffing algorithm in DEN in 2009 and has since implemented this approach at many airport transportation operations in the United States and the UK.

Our dynamic staffing algorithm is currently in use and has been successfully used at this facility since 2009. We will continue use of this solution for the management of DEN comprehensive shuttle bus system going forward.

### Smart Drive

The SmartDrive program is a driver behavior modification tool used at all ABM locations nationwide to ensure ABM safe driving expectations are met. The SmartDrive system is a digital event recorder that records video, audio and the speed and G-forces of the vehicle during the 15 seconds before and after a vehicle collision, near miss, high speed or erratic driving incident.



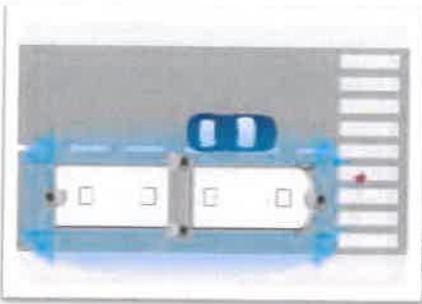
***ABMs goals in relationship to this program are as follows:***

- Protect fleet drivers in the event of a vehicle collision;
- Protect fleet drivers from potential passenger conflict;
- Reduce collisions;
- Encourage safe driving habits;
- Reduce driving related repair and maintenance costs;
- Improve fleet gas mileage;
- Identify potential customer service issues thus enhancing the overall customer experience and
- Demonstrate to our clients, customers and the general public that we “care about safety”.



SmartDrive is currently in use and has been successfully utilized Nationwide at our many airport facilities. Going forward, the DEN comprehensive shuttle bus system will continue to benefit from this technology.

### inView 360 Around Vehicle Monitoring System



inView 360 is an around vehicle monitoring system that eliminates blind spots by giving drivers a real-time 360 degree view around the vehicle. Unlike traditional back-up cameras or mirror technology, inView 360 improves pedestrian safety and helps prevent collisions that lead to costly vehicle repairs. ABM has recently began implementing this technology solution at our transportation locations such as Nashville International Airport to continue to enhance our focus on safety and customer service. This solution not only helps to deter vehicle accidents, but allows drivers to see passengers approaching the bus for boarding that would traditionally be missed without this technology.

As ABM believes this technology will significantly improve the customer experience, we are proposing to install this technology on the new fleet of buses.

### GPS Monitoring / Next Bus technology



ABM takes full advantage by utilizing the latest GPS technology throughout all of our airport locations Nationwide. Through the use of this technology it is our goal to benefit the overall customer experience by ensuring schedule adherence, having the ability to identify and respond to rerouting needs caused by construction, traffic, passenger demands, etc., and providing predictive analysis of when the next bus will arrive for our passengers. As evidenced of our commitment to our valued customers and DEN, ABM purchased and installed the complete NEXTBus system for DEN in 2013.

Since installation, customer feedback has been phenomenal as passengers in the lots are now able to view when the next bus is arriving in real time as opposed to wondering when the next bus will arrive.

As DEN will be retaining the system that ABM purchased for the new fleet, this technology will continue to enhance the overall customer experience and can be complemented with future upgrades.

### Real Time Customer Connection

13in x 6.5in

**HOW ARE WE DOING?**

Please text or email your experience to:

**SHUTTLE@AMPCODIA.COM**

Be sure to include your contact information and

**Bus #301**

ABM is committed to making a connection with our passengers in the sincere effort to win their hearts and minds. In this age of social media, our implementation of QR Codes and text messaging systems across the country has enabled us to receive instant feedback from our passengers. Rather than exclusively relying on traditional correspondence methods such as mail or telephone, ABM has embraced this latest technology. This ensures we keep our finger on the pulse of our customers' needs and desires in this ever-changing airport environment.

ABM has utilized this system at DEN for many years and the results have been phenomenal. Since implementation in 2011 we have received over 17,000 customer correspondence through this system alone. For the new fleet of buses ABM proposes to install signage that adds other methods of communication allowing us to connect even further with our passengers.

ThinkSafe



Although not actual technology, and more of an employee mindset, ABM incorporates our company's distinguished ThinkSafe safety program into our daily operations. At ABM ThinkSafe locations each employee is empowered to use the skills related to their job function and their expertise related to their assigned work location so they can play an active role and do their part to help provide a safe working environment.

#### ThinkSafe locations are empowered to:

- **Develop clear worksite safety-related goals and objectives;**
- **Communicate these goals and objectives to all levels within the operation, and the worksite;**
- **Encourage individual participation by all employees and members at ThinkSafe sites;**
- **Enable employees to set and achieve their own safety goals (employee ownership);**
- **Customize specific safety goals relevant to each location's operational diversity; and**
- **Foster mutual respect and consideration between grassroots employees, location employee Safety Advocates, location managers and upper management.**

The primary purpose of ThinkSafe is to prevent employee injuries and accidents based on historical loss data analysis, root cause, employee demographics, shift information, job task information and, most importantly, employee input.

The foundation of ThinkSafe is to create a culture where employees see the hazards that are hidden because they are trained and accustomed to look for the hazard when all appears safe. Our Think-Safe employees always evaluate the people, materials, and environment throughout their workday to modify behaviors so injuries are prevented.

This active employee involvement in our safety programs directly translates to safe, reliable, and efficient operations. We will continue to grow our safety programs for many years into the future at DEN.

#### Reward Programs

In addition, ABM has implemented a full scale customer service program that we intend to continue into the future. For program details, please refer to section e.

As you can see, through a unique blending of traditional techniques and innovative technology, ABM is on the forefront of providing exceptional customer service while ensuring a safe, reliable and efficient operation.

**(g) Describe how the Proposer will manage increases in bus schedules required by special events, airline schedule changes, seasonal variations, or higher passenger activity that require additional drivers and/or buses.**



As demonstrated in section d of this response, ABM has a wealth of knowledge when it comes to the operational needs and demands at DEN and have accounted for these variations in our proposed staffing plan. To support the DEN operation, ABM employs a team of 250 individuals as drivers, supervisors, bus attendants, command center specialists, trainers, and managers. Our management and administrative team include seven transit Assistant Managers with a combined 119 years of transportation experience, certified CDL instructors and safety officers, human resources and payroll supervisor. Coordinating the efforts of our entire organization are the General Manager and Assistant General Manager, both professional managers skilled in team building and committed to the complete success of DEN's comprehensive shuttle bus system. In particular, our General Manager, Marcia Nelson has over 19 years of experience in the airport industry, 16 of those years dedicated to the DEN parking and transportation operations. As she truly understands this operation, we know she has the ability, knowledge, and experience to meet the needs of the Airport.

Adequately managing increases caused by airline schedule changes, seasonal variations, and increase passenger demands is inherent in our dynamic staffing algorithm. Quality control testing will be done routinely to verify that our proposed seasonal staffing levels continue to support the actual passenger demands in the lot. This is vital because too many variables potentially impact the demand experienced in the various parking lots, which may require adjustments to the staffing plan. On our airside employee routes where the by day, by hour variations do not currently support a different schedule daily, we will continue to work with airline management to make adjustments to the bank buses that we currently send to respond to the airline peak demands. In addition, we will continue to monitor the daily activity and if "right sizing" opportunities become available we will be fully equipped to implement this staffing approach on these routes.

**(h) Describe how the Proposer will meet regular operational staff shortages due to sick leave, FMLA leave, vacations, holidays, and position vacancies. Describe the Proposer's ability to utilize personnel sources from other locally managed busing service and/or use temporary employees.**

To meet the growing customer demands and peak periods ABM will provide adequate driver coverage for each route on any given shift required by the staffing schedule for the shuttle operation. In circumstances when normal vacancies occur due to illness ABM will use our On-Call Driver pool. For vacancies due to FMLA or vacation, ABM will use our flex driver pool to cover these absences. Currently ABM employs 8 flex drivers who change their schedules to mirror those of employees who are scheduled off because of FMLA or vacation. This group of employees are flexible and work a certain schedule until the original schedule holder returns from their leave, which ensures no disruptions to the operation due to long term leaves. This flex driver approach allows us to maintain staffing levels throughout and are complemented by the on call driver pool when sick leave call outs require this support. Additionally, ABM has successfully negotiated with the UMWA a procedure that mandates drivers stay a maximum of 4-hours to cover while additional help is being called in to assist in the event of excessive absences. In an emergency situation that might require more immediate arrangements ABM will use our assistant managers, AMODs, supervisors, training and administrative staff to drive. Each of these employees retain a State of Colorado commercial driver's license and are certified to drive all routes.

**(i) Describe the Proposer's procedures for ensuring that all of the Proposer's employees, sub-contractors and agents who may interface with the traveling public and Airport employees are properly groomed and attired.**

ABM believes that a professional image enhances not only our work product, but the overall experience for our valued customers as well. As our drivers are often the first person a customer comes in contact with at DEN, we set the tone for the overall traveling experience. All of our team members not only represent ABM, but are Ambassadors for Denver International Airport. With this in mind, ABM has a comprehensive Grooming / Dress Code Policy.

The indoctrination begins during the interview process, when grooming and attire is addressed with all potential candidates. Upon acceptance of the job offer, the official policy is then addressed in detail during the new hire orientation session. The new hire is also measured for new uniforms at this time and the uniform order is placed. New uniforms arrive prior to the start of the new hire's training in the field.

During the Daily Shift Briefings in which the Assistant Managers personally brief all of the drivers at the start of each shift; the Assistant Managers inspect all drivers, supervisors and remaining staff to ensure everyone is in full uniform and well groomed. Corrections are made at this time. No driver is permitted to work unless they are in full uniform and presentable to our valued customers.

Other layers of enforcement include inspections by our Lot Supervisors in the parking lots and our by our Assistant Managers on Duty on Level 5 at the Main Terminal.

Spot inspections are also conducted by our Customer Service & Quality Assurance Manager, as well as our Training Manager and Fleet Manager, as they are often in the field as part of their normal duties. This multi-layered approach ensures everyone on our team is always displaying a professional and inviting look to our valued customers.

As a professional appearance is integral to presenting ABM and Denver International Airport in a positive light, ABM has gone to the extent to address this subject in each of the three Collective Bargaining Agreements that we have entered into with The United Mine Workers of America and The International Brotherhood of Teamsters. We have secured the full cooperation of both labor unions in this matter.

**(j) Describe the Proposer's quality control program and proposed use of quality control inspector(s), whether the inspector(s) are full-time or part-time, and these duties.**

Undeniably, outstanding customer service is our ultimate goal and the most important ingredient to the success of our operation.

With this in mind, ABM employs a comprehensive multi-layered approach to quality control. This approach consists of four main components :

## 1. Training

Quality Control begins with efficient, consistent and effective training. The better trained an employee, the higher their level of quality service provided. ABM has always taken the position that training is not an expense, but rather an investment that pays dividends down the line. ABM's commitment to excellence in quality control is evident in our comprehensive training programs.

- **Comprehensive New Hire Training.**

All new hires participate in rigorous classroom, driving skills and in-the-field route training. Every new hire is thoroughly evaluated by the Safety & Training Manager and must receive a certificate of excellence prior to "graduating" to the position of ABM Driver. Only then are they permitted to take their place on our team and begin servicing our valued customers.

- **Quarterly Training**

Every 90 days, all CDL Holders (Drivers, Bus Attendants, MOD, AMOD and Supervisors) attend mandatory training classes. To ensure 100% participation, 20 classes are conducted throughout a 7-day period. These classes contain training that ranges from safe driving basics to advanced driving techniques. A significant segment of each training class addresses superior customer service techniques.

- **Recurrent Training**

All drivers are subject to recurrent training in between the Quarterly Training Classes. Recurrent Training consists of the Safety & Training Manager along with her specially-trained associates (Select Assistant Managers) performing Check Rides and Commentary Rides. (Check Rides are direct observations and critique, while Commentary Rides require that the driver orally describe each action while driving his / her normal route.)

Check & Commentary Rides are among the most effective training tools in the industry.

- **Remedial Training**

Remedial Training occurs after a specific driver issue has been identified. This can be an issue observed on our Smart Drive Video System, observed by a Supervisor / AMOD / MOD or post-accident. Remedial training can be triggered by poor driving habits or poor customer service issues.

- **New Route Training**

Whenever a current bus route is significantly changed or a new bus route is added, all drivers receive comprehensive training to ensure there is no impact to the customer experience. In addition to written instructions, diagrams and displays; each driver is driven through the route until they are comfortable with the changes.

## 2) In-House Monitoring

- **Assistant Managers (MOD) (Full Time)**

Assistant Managers spend a significant portion of their time in the field. Using both marked and unmarked vehicles, our Assistant Managers monitor the operation in the field and get a true sense of what our customers are experiencing not only from our drivers, but from our supervisors and AMOD. Corrections are usually made on the spot, and occasionally drivers are set up for remedial training based on Assistant Manager observations.

- **Lot Supervisors (Full Time)**

Lot Supervisors are fully mobile in their assigned parking lots. This gives them a unique ability to monitor drivers throughout the lot and ensure they are providing the best customer service possible as well as maintaining an efficient rotation. Corrections are usually made on the spot or reported to the Assistant Manager immediately.

- **Assistant Managers On Duty (AMOD) (Full Time)**

Assistant Managers on Duty have a distinct perspective from their assigned location on Level 5. Because of the high volume of passenger traffic at the main terminal, they are in a unique position to observe the drivers as they interact with large numbers of customers throughout the shift. Corrections are usually made on the spot or reported to the Assistant Manager immediately.

- **Customer Service and Quality Assurance Manager (Full Time)**

The Customer Service and Quality Assurance Manager performs frequent spot checks on drivers, supervisors and AMOD in the field. Without notice and often undetected, she monitors all aspects of the operation as it relates to servicing our customers. She often makes corrections on the spot and identifies anyone who may need counseling or remedial training.

- **Safety & Training Manager (Full Time)**

In addition to monitoring the operation during actual in-the-field training, the Safety and Training Manager conducts spot driver audits (or Check Rides). Although these Check Rides are primarily focused on safe driving habits, there is a substantial customer service element to them as well. Immediate correction is made in every case.

## 3) 3rd Party (Subcontractor) Monitoring

### A. **Thaddeus Sandoval Inc. (Part Time)**

ABM will employ the services of Paula Sandoval with Thaddeus Sandoval Inc. for customer quality control audits (or Secret / Mystery Shopper Audits). Ms. Sandoval has over 30 years of experience in the customer service field. Ms. Sandoval and her staff will be performing "undercover" audits on buses, posing as customers. She will be evaluating the driver's performance on 24 key points that affect our customer's experience. In addition to generating a monthly report detailing her findings; Ms. Sandoval will also be identifying drivers in need of additional customer service training, as well as directly assisting with this remedial training. These reports will be made available to the City & County of Denver upon request.

**B. Classique, LLC (Part Time)**

ABM will also employ the services of Selena Dunham with Classique, LLC for direct customer quality control surveys. Classique LLC is a client service company specializing in consulting, training and customer service programs. Ms. Dunham and her staff will be directly interacting with customers, asking specific questions in order to elicit a broad range of information that can be used to evaluate and improve the customer experience.

The data will be collected by the Classique LLC Staff using tablets while the customer is on the bus, at the terminal and / or in the parking lots. Ms. Dunham will generate monthly reports detailing her findings. These reports will be made available to the City & County of Denver upon request.

**4) Customer Feedback**

In addition to the staff conducting actual quality control inspections; ABM employs a dual method approach to solicit direct customer feedback to ensure our team is providing outstanding customer service.

**A. William Kerr Guest Satisfaction Surveys**

Each month for a seven-day period, Guest Satisfaction Survey Cards are distributed to passengers. These cards are postage-paid, administered by a third party and ask customers to rate our performance in eight key categories including shuttle wait time. A report is generated by the third party administrator and sent monthly. The results of the report are analyzed by ABM and necessary action is taken as appropriate.

**B. ABM Shuttle Correspondence / On-Board Customer Feedback Program**

Each bus has multiple "How are we doing?" signs posted in full view of all passengers. The signs include the bus number as well as an ABM proprietary address to which passengers can text or e-mail their thoughts regarding their experience on our shuttles. The local ABM General Manager and Assistant General Manager receive this feedback in real time on their cell phone e-mail accounts. This not only ensures that we have our fingers on the pulse of our customers, but also makes it possible to respond to issues immediately, instead of waiting for notification far after the fact.

**(k) Confirm the Proposer's ability to obtain all required permits and licenses.**

ABM currently has all the required permits and licenses to operate the comprehensive shuttle bus services at DEN.

**(l) Confirm that an operations manual that describes the passenger and employee shuttle bus operations and procedures will be presented to the Manager of Aviation before the start of the shuttle bus service.**

ABM will provide DEN our detailed operations and procedure manuals for the comprehensive shuttle bus service prior to the February 1, 2017 contract start.

# PROPOSED TRANSITION PLAN



**Describe the Proposer's plan for transition, including:**

- (a) all tasks to be completed,**
- (b) the management and staffing plan during the transition period,**
- (c) the key individuals to be on-site at the Airport during the transition period on a part-time and full-time basis,**
- (d) the proposed schedule for accomplishing this transition**
- (e) Detailed timeline for the procurement of busses, including plan for any lease or purchase of busses.**

Describe the Proposer's experience in implementing transition plans for the management of shuttle bus services at other major airports or public transit services. Describe how the Proposer will keep the Manager of Aviation informed of the transition actions and progress.

## Transition Plan - Opening

A transition begins with a detailed plan, adherence to the plan wherever possible, and adaptability to the colossal Denver International Airport landscape. Whether it be a Contract to Contract Transition, or an Exit Transition, ABM has the experience at Denver International Airport to make it happen as seamlessly as possible. Nobody can realistically promise perfection, but we do promise a well-planned and well-executed evolution from one contract to the next.

Our Aviation Transition Team, consisting of ABM's executives, experienced in the fields of operations, human resources, safety, and information technology, will be onsite working with our local Management Team and staff, providing the resources necessary to make the contract transition smooth and swift for the airport, and invisible to the traveling public.

## Transition - Contract to Contract

As the current shuttle service provider for DEN, ABM is in the best position of any potential contractor to provide the most seamless transition from the current contract to a new contract. Upon notification of a successful bid proposal, ABM will begin the build and purchase of a new shuttle fleet, new service vehicles, and a new maintenance facility (if option is selected). We estimate the 2017 25' Starcraft Allstar cutaways to arrive within 3-4 months from time of order, 9-11 months from time of order for the Eldorado Axess 40' Low Floor buses, and if the Gillig bus is selected, 24 months from time of order. In addition, ABM will begin the revitalization of the 5 VIP buses designated for this contract. We anticipate the VIP buses will be fully revamped within a few months.

In the interim, ABM will continue to utilize the current shuttle fleet, already compliant with the current as well as the new contract, with Airport-approved graphics, and current subcontracted maintenance facility. The Manager of Aviation, Airport Parking and Transportation Vice President and Director will receive periodic email updates regarding the progress of the fleet and building construction (if elected), and any other pertinent information. The frequency of the email updates will increase to daily as we assemble our Executive Transition Team in December 2016, gearing up to the implementation of all aspects of the new contract by the commencement date of February 1, 2017.

During the month leading up to the contract commencement date, our current personnel at the Denver International Airport will continue performing the daily operations of the shuttle service. Our local staff is fully capable of and committed to providing the high level of performance and customer satisfaction that is expected by DEN and ABM. Our onsite management team, Marcia Nelson and Frank Duda, will be supplemented with our Executive Transition Team, consisting of Larry DeLuca, Vice President – Parking Operations, Scott Hutchison, Vice President – Global Accounts, Jeff Miller Vice President Fleet & Equipment Management, and a representative from our Corporate Human Resources and Safety teams. This team will work closely with the Manager of Aviation and Airport Parking and Transportation team to ensure a successful transition. Mr. DeLuca and Mr. Hutchison will meet frequently with the Manager of Aviation and Airport Parking and Transportation Vice President and Director to give transition updates and answer any questions or concerns, to ensure that ABM and our local management team have a complete understanding of the Airport's expectations.

ABM's Transition Team will conduct a new-contract orientation meeting for all employees to reintroduce company policies and current procedures and expectations, as well as any new procedures and expectations based on new contractual requirements. Similar meetings will be required of any DEN approved subcontractors as well. Mr. DeLuca and Mr. Hutchison will work closely with Airport staff to coordinate the introduction of any new responsibilities to any current or new Airport-approved subcontractors and/or suppliers utilized on this contract. Additionally, ABM's Transition Team will work with the existing labor unions representing the employees organized under this contract to negotiate a new agreement and ensure the long-term continuation of Labor Peace.

The Transition Team and Local Team will work together with existing vendors as well as coordinate new vendors, based upon potentially new operational requirements in the contract or necessary adjustments during the actual transition period. ABM can quickly fulfill new uniform requirements through our current uniform provider. ABM can easily manage route changes through the NextBus system installed in our current and interim fleet. ABM works with local as well as corporate printers and suppliers to quickly generate and equip our team with any necessary new documents, forms, and materials.

ABM at the Denver International Airport employs an experienced team with, as far as industry standards go, an unprecedented amount of longevity. We have many managers, drivers, and office staff who have worked at DEN since opening day over 20 years ago, and others who started work at Stapleton Airport. This is a group who knows this airport environment inside and out. This is the kind of experience that will not only ensure a successful, seamless transition, but a successful contract throughout the next seven years.

### Shuttle Purchase and Installation

Having a fleet of this size manufactured is a lengthy process, requiring three to four months for cutaway shuttles, and between nine and eleven months for the 40' Eldorado buses. ABM currently owns and maintains a shuttle fleet compliant with the current contract and with the standards set forth for the interim fleet, required to bridge the gap between the order and arrival dates.

Upon notification of ABM being awarded the new shuttle contract, we will begin the procurement process to purchase the new contractually-required fleet. By September 1, 2016, new Eldorado and Ford Cutaway shuttles will be ordered. Within four months, the Ford Cutaways will have arrived, and within eleven months, the first stage of Eldorado Shuttles will have arrived. Upon arrival, ABM will begin the process to brand, install, register, program, and transfer equipment from the old fleet to the new.

ABM will also select five shuttles from the retiring fleet to remain onsite. These five shuttles will be refurbished and set aside as VIP shuttles, available for bus specials, emergencies, and airport events, alleviating the need to pull shuttles out of service for these requests.

For more detailed information, please see the Shuttle Purchase and Installation chart for the In-Servicing process as we transition from one fleet to the next.

## Transition – Contract Exit

ABM will work to ensure that DEN, our employees, our vendors, and the traveling public will experience this transition with the least amount of disruption. Our customer service standards do not change during a transition, nor are they put on hold, and as a professional shuttle contractor, ABM is prepared to conclude and exit this contract in the same organized manner with which it began. Our exit transition will be directed by the same executive team, an experienced group of corporate staff whose purpose will be to ensure that ABM meets every contractual obligation to the Airport, the needs of our employees, and our passengers. The Executive Team will be on hand to supplement the daily activities of the onsite staff, and will relay each step of the exit transition via daily Transition Checklist emails.

Our exit transition plan addresses the following specific areas of concern: employees, contracts, equipment, and billing.

### Employees

The largest asset of any company is its employees. ABM has spent nearly two decades developing our employees at DEN, and we value them beyond the scope of this individual contract. We have a high-quality local management team that ABM has invested much time and resources into, and it is our desire to utilize their talents in other local and national ABM locations. There is also a core group of quality Supervisors and Assistant Managers-on-Duty which ABM will work diligently to retain. Our exit plan includes transferring or promoting various members of our local management and supervisory teams to other positions within our company. Any members of our management and supervisory teams unable to be retained in Denver, relocated, or hired by the new shuttle contractor will be given a letter of recommendation and referred to ABM's career placement group for support in finding a new job. Exit transitions are most difficult for local staff that may find themselves losing positions, wages, and benefits through a change in contractors. Our transition team will schedule a series of employee meetings where all non-managerial/supervisory personnel will be made aware of available positions with our other local operations and may request a transfer. ABM will then prepare a roster of all employees that we do not expect to retain locally or relocate, for use by the new contractor. If the new shuttle operator is uninterested in hiring an existing hourly employee, that employee will be referred to ABM's career placement group for support in finding a new job.

At the conclusion of the contract, our local management and office staff will work with corporate payroll and human resources departments to close our employee benefits. ABM will calculate and issue disbursements for any accrued yet unused vacation pay, sick pay, and unawarded incentive payments owed to our employees. We will also work with each employee to ensure that they understand their rights to continue with their current medical health plan at their own expense (COBRA).

### Contracts, Vendors, Subcontractors

ABM has an extensive list of vendors and subcontractors necessary for an operation as vast as this one to function. We will contact each vendor and subcontractor to inform them of our contract status, and coordinate our cancellations with sufficient time to honor all contract specifications. For vendors that allow us to operate with an open account, we will notify them of a change in operators. Each vendor and subcontractor will be encouraged to issue a final invoice as soon as possible following the termination of our contract. ABM will work with the vendors with whom we have expenses reimbursed by the City and County of Denver to have final invoices readily available to be included in the final ABM invoice to the Airport.

## Equipment

At the close of the final business day, the eleven New Flyer shuttles currently owned by the City and County of Denver and operated by ABM will be accounted for and presented to the Airport for final inspection. The removal of the remaining ABM-owned shuttles and service vehicles will be coordinated with DEN, after the removal of the NextBus equipment to be installed in the new operator's interim shuttles.

ABM will coordinate the conclusion of the contract term for leased equipment, such as photocopiers, with the termination of the shuttle contract with the Airport. We will begin to remove all other equipment or furniture not agreed to be purchased by the new shuttle operator in January 2017. ABM will begin to close and consolidate offices to get them ready for painting and carpet cleaning, to be move-in-ready on February 1, 2017 by the new contractor. On January 31st, we will remove all ABM signage and logos, and do a final inspection to remove all documents, manuals, and training supplies developed by our staff. We will remove our computer server and all associated equipment that has not yet been removed during the office consolidations. We will also coordinate with the Manager of Aviation and the new contractor to close the landline telephone account for the building without disruption to the operation.

On each employee's last day as an ABM employee before the new contractor begins operations, we will collect each Airport Identification badge and company-issued cell phone. The badges will be returned to the Airport Badging Office with an inventory provided to the badging office and the Manager of Aviation to account for any possible lost or unreturned badges.

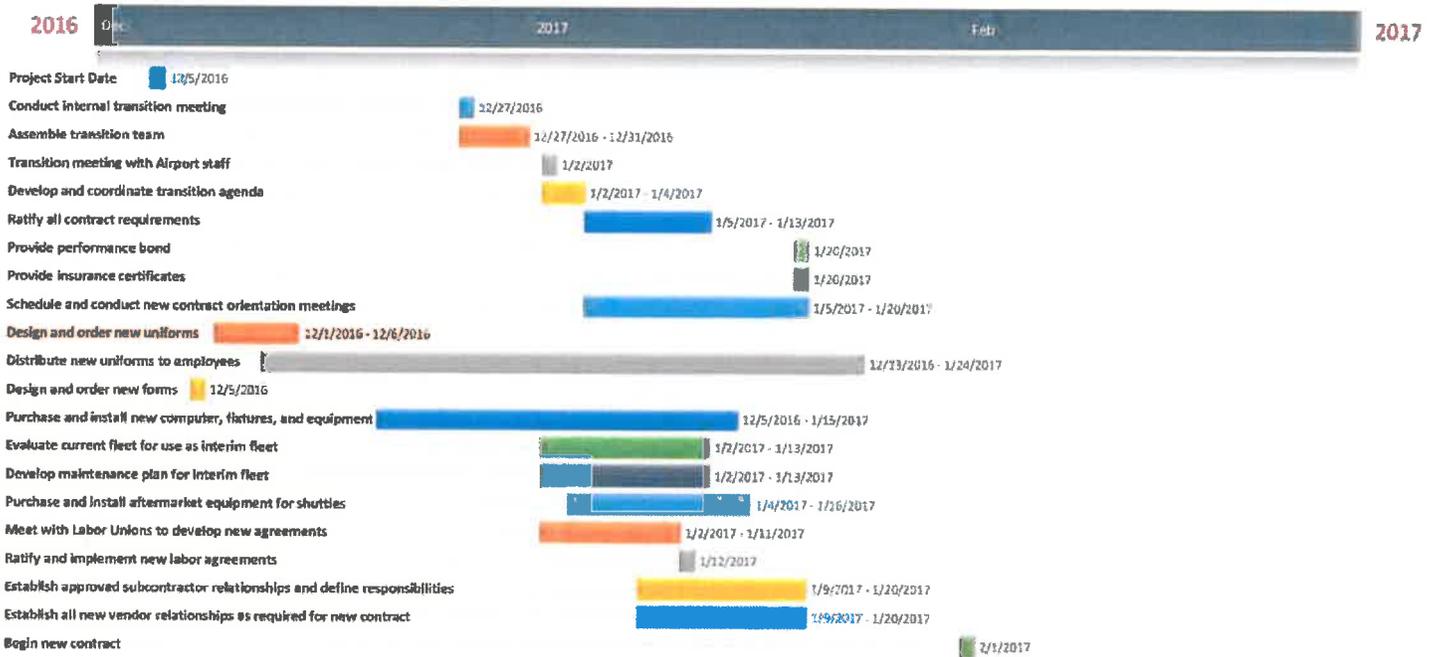
In the event that the new operator chooses not to work with our current uniform provider, we will begin collecting unbranded garments for return to Cintas during the final week of January. Employees will be allowed to wear their own professional-looking black slacks during this time.

## Completion and Billing

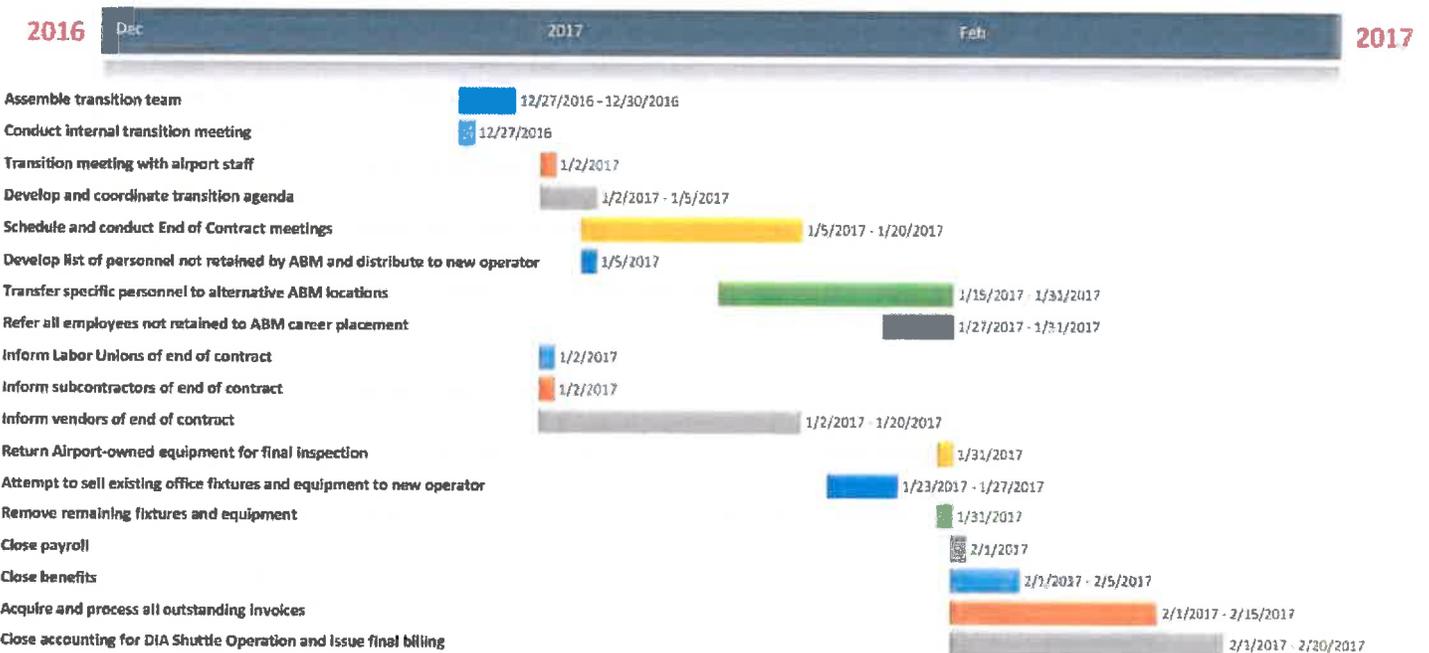
At the termination of the contract, Mr. DeLuca and Mr. Hutchison will schedule a date for an End-of-Contract meeting with the Manager of Aviation and the Airport staff. At this meeting, ABM will be prepared to present any concluding suggestions to facilitate the remaining transition process as well as provide and final documentation as required by the airport. ABM will then prepare a final billing statement. We will work with our vendors to ensure we get any reimbursable invoices as quickly as possible, and will submit the final invoice to the City and County of Denver when all reimbursable invoices, services, and incentive payments have been accounted for and finalized. The closing billing statement to DEN will be submitted no later than February 20, 2017. Of course, if any of the above conflicts with DEN's concept for transition, we will come to a mutually agreeable procedure for the process.

ABM has always worked hard to meet the needs of the clients we serve. We have unparalleled shuttle experience and a proven ability to effectively manage the complex shuttle operations here at this world-renowned, architectural masterpiece of an airport. We require the best of our company, and of ourselves, and we firmly believe we can continue to meet the needs of the Denver International Airport better than any competitor. By selecting ABM to continue the operation, the transition will be a swift, well-coordinated evolution from one contract to the next.

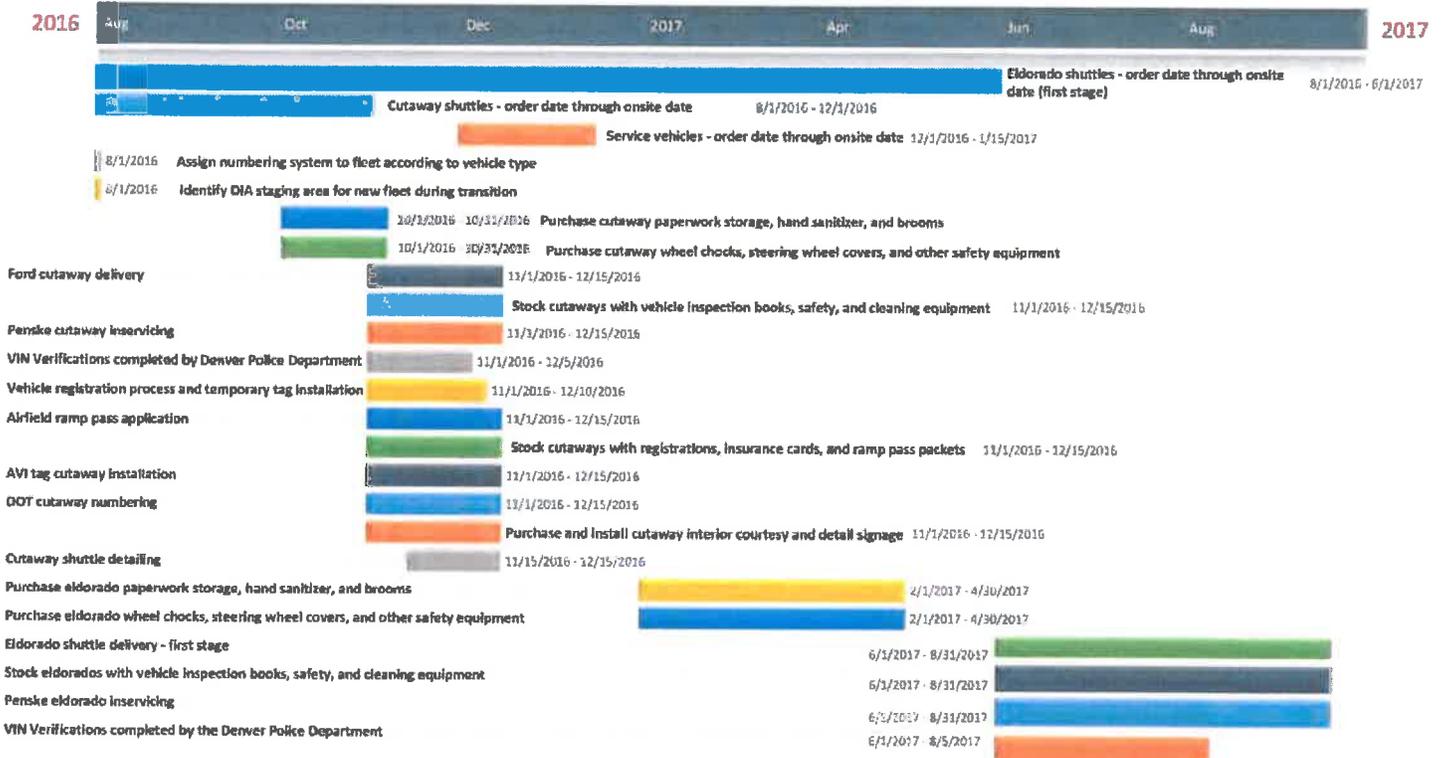
Transition – New Contract



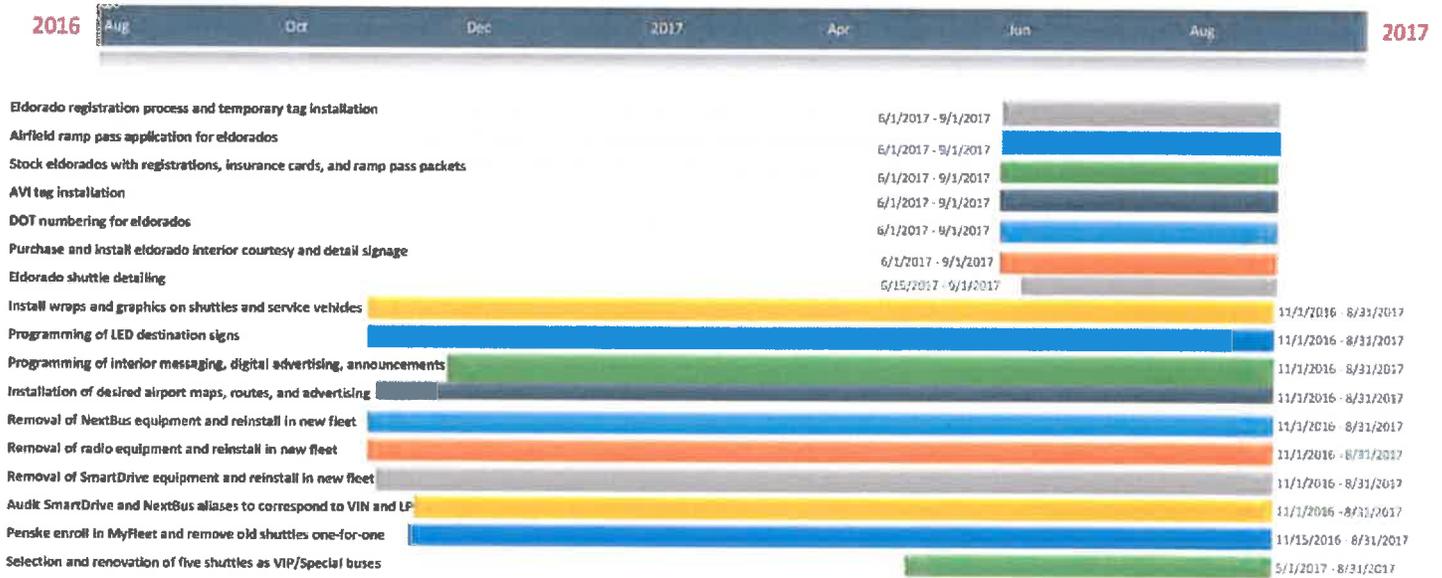
Transition – Close of Contract



### Shuttle Purchase and Installation 1



### Shuttle Purchase and Installation 2



# VEHICLE DEPLOYMENT AND MAINTENANCE

Describe the vehicles the Proposer intends to use to perform the required

## Airport shuttle bus services.

a. Identify the number and type(s) of vehicles the Proposer will furnish and describe the age, the manufacturer, model, passenger capacity and seats, the type of fuel, the type of ADA-compliant lift or ramp, and any other distinguishing characteristics that will be helpful in evaluating the proposed vehicles to be used to provide the Airport shuttle bus service.

ABM is well aware of how critical the bus selection is to the operation at DEN. After careful review of all vehicles comparable to the current fleet and review of all vehicles currently in our fleet we are proposing the following:

### 45 - Eldorado 40' Axess Low Floor

45 newly manufactured Eldorado National Axess 40' Low Floor front and mid door body to replace the current fleet of large buses. After thoroughly analyzing all related data, ABM can realize a cost savings by decreasing the number of large buses needed for this project. Although our large bus fleet is being decreased by 2 buses, instead of losing capacity we are actually gaining 2% in seating capacity.

Eldorado National's goal of continuous product refinement is evidenced in our proposal of their 40' Axess flagship model. Significant improvements have been made to virtually all critical areas of the 40' Axess Low Floor buses since the last Denver build in 2008.



The list below highlights the proposed Eldorado 40' Axess bus major improvements:

- 1. Upgraded BRT front-end-design** – The new BRT styling offers a futuristic appearance and also greatly reduces windshield glare during night operation. The BRT design is also more aerodynamic and reduces drag associated wind noise.
- 2. Full complete exterior sidewall skins** – The complete exterior skin of the bus is now fabricated of lightweight, non-corrosive composite materials. More thermally efficient and will not corrode.
- 3. One piece composite roof** – The Axess roof panel has been upgraded to a single piece composite roof panel. This improved design improves HVAC efficiency and eliminates two roof seams which greatly reduces the chance of leaks.
- 4. HVAC system noise reduction** – The HVAC ducting throughout the bus is now fully insulated with a sound deadening material, significantly lowering system noise within the passenger compartment of the bus.
- 5. Advanced sound deadening treatment** – The wheelwells and rear engine bulkhead are now manufactured with applied sound deadening materials identical to those integrated in Mercedes Benz, BMW, and AUDI passenger cars. This material significantly reduces road noise migration into the passenger compartment.
- 6. Upgraded suspension system** – The front and rear suspension systems have been redesigned to provide a smoother and quieter ride. Enhancements include: large 2.125" diameter sway bar with TPG finish for fatigue resistance, more robust sway bar links, rear axle beam has been improved and shock absorbers have been upgraded to Koni brand from smoother ride and longer life.
- 7. Redesigned component bracketing** – The support brackets on the bus have been redesigned to simplify maintenance and reduce rattling noise generated within the bus.

**8. LED interior lighting** – The passenger compartment lighting system utilizes the latest generation LED lighting technology. Fluorescent bulbs and associated electrical ballasts are eliminated for superior lighting and ease of maintenance.

**9. Heater/defroster valve** – Front heater defroster H-valve has been redesigned to simple on/off solenoid for enhanced durability.

**10. Modine heavy-duty radiator** – All Axess buses now come standard with the upgraded Modine brand radiator. This design has been proven in transit/shuttle applications for five years.

**11. Brushless coolant booster pump** – The coolant booster pump has been upgraded to a brushless design with durable brass components.

**12. Stainless steel side access doors** – All side access doors have been upgraded from aluminum to stainless steel for superior corrosion protection.

**13. Wider aisle accessibility** – The Axess now features a 36" front aisle width between the front wheelwells. This is a one inch (1") improvement over the current Denver Axess bus fleet.

**14. Electrical service accessibility** – Multiple bus electrical system improvements have been integrated into the bus design including: the rear bulkhead multiplex modules have been moved to A/C duct for easier access, small circuit breakers and relays have been moved from rear run box and battery box to the A/C duct for better access, PC card is now used to hold smaller circuit breakers and relays for rear power distribution, 1939 C-Com Data instrument replaces gauges on rear run box for enhanced data availability by providing actual engine data and fault codes.

**15. New Quality Strategy** – The Eldorado factory Riversdale, California has instituted a new Quality Strategy which has dramatically improved product quality.

These buses seat 31 passengers, are CNG fueled, ADA compliant with a Ricon fold-over ramp at the front door, and will meet all specifications provided by DEN. (Please see attached spec sheet)

#### 10 - 2017 25' Starcraft Allstar

10 - 2017 25' Starcraft Allstar Airport Shuttle bus to replace the current fleet of cutaway buses. These buses seat 16 passengers, are CNG fueled, ADA compliant with a Braun Century Wheelchair lift 34" X 54" platform, and will meet all specifications provided by DEN. (Please see attached spec sheet)



#### 4 - 2008 Eldorado 40' Axess Low Floor and 1 - 2010 25' Starcraft Allstar

We are also proposing to refurbish 4 of the current 2008 Eldorado 40' Axess Low Floor buses and 1 of the 2010 25' Starcraft Allstar buses to use under this contract. All of these buses have had recent engine and transmission replacements which adds significant years of life to the bus. In addition to the engine and transmissions being replaced we will refurbish the interior and exteriors for cosmetic items to enhance the aesthetic appeal of the bus. ABM also proposes to rewrap the exteriors to fully revitalize the look and feel of this fleet. (See Bus Graphic Details below)



**Bus Graphics**

ABM has partnered with INK Monster (a locally owned graphic design and printing firm) and redesigned a bus wrap that incorporates the many iconic landmarks emphasizing that DEN is “Your connection to the World”. Although it was initially our intent to rewrap the refurbished 5 buses exclusively with this “Your connection to the World” bus wrap, ABM will make this exciting design available for the new fleet should DEN agree with ABM that it fully captures the spirit of DEN.



**VIP/Special Buses**

It is our intent to designate these 5 buses as VIP/Special buses for this project. Since 2008, ABM has operated 14,489 hours in bus specials and emergency operations, costing the airport nearly \$869,000. Instead of pulling buses from their designated routes to operate these timely, costly, and often high-profile bus specials, this fleet will be available to use. ABM proposes that when this fleet is used for any project the airport will be charged the reduced, interim bus fleet rate. Having the ability to deploy these VIP/Special buses for emergency or unplanned operations is an added benefit to having these buses, and at the reduced interim bus fleet rate, is a win-win for DEN.

**Bus Delivery**

We estimate the 2017 25' Starcraft Allstar cutaways to arrive within 3-4 months from time of order and 9-11 months from time of order for the Eldorado Axess 40' Low Floor buses.

**b. Describe the planned vehicle replacement schedule to be used to comply with the City's average vehicle age standards.**

The table below depicts the mean age of the shuttle buses that will be used for DEN's comprehensive shuttle services. In order to stay within the required mean age and replacement schedule, the 25' Starcraft fleet (10 buses) will be replaced mid 2020. One of the 2017 Starcraft buses will be overhauled to replace the 2010 proposed VIP bus.

Contract Year		Yr1	Yr2	Yr3	Yr4	Yr5	Yr6	Yr7
Bus Type	Buses	2017	2018	2019	2020	2021	2022	2023
2017 40' Axess	45	0	1	2	3	4	5	6
2017 25' Starcraft	10	0	1	2	3			
2008 40' Axess (VIP)	4	9	10	11	12	13	14	15
2010 25' Starcraft (VIP)	1	7	8	9	10			
2017 25' Starcraft (VIP)	1					4	5	6
2020 25' Starcraft	10					0	1	2
Mean Age	60	1	2	3	4	4	5	6



*Describe the preventive maintenance schedule, the site for servicing the vehicles, and identify the person(s) or firm responsible for vehicle maintenance, their location and distance from the Terminal Building. Describe the Proposer's plan to meet and exceed the maintenance standards required by the City. Describe the Proposer's plan for assuring that the vehicles meet or exceed required safety requirements.*

ABM is pleased to continue our partnership with Penske to provide the fleet maintenance and management solutions for the 60 CNG buses designated for the comprehensive shuttle service at Denver International Airport. Together ABM and Penske possess the expertise and experience required to keep the shuttle bus fleet operational. In addition to Denver, ABM and Penske work in unison providing shuttle bus management and fleet maintenance solutions at different airport locations across the country such as Dallas, Tampa, Omaha, Ontario (California), Des Moines, and Nashville. Our combined expertise ensure that the right team is in place making certain that the buses are well maintained and ready to serve our passengers. Rest assured, your fleet has been and will be maintained at the high standards that you expect and with a safety record that will give you peace of mind.

Penske is committed to delivering excellence through the high caliber maintenance program and personnel currently in place for the DEN fleet. Penske's objectives focus on high customer satisfaction, consistent and improved performance of repairs, and better utilization of fleet assets. Their philosophy focuses on superior quality and a true partnership in an effort to reduce overall transportation costs to their lowest possible level while providing maximum fleet availability to serve the passengers at DEN.

Since 2008, Penske has provided:

- Maintenance for 60 CNG units, achieving 99% on time PM schedule adherence, increased fleet reliability
- A highly trained staff of technicians to provide a level of PM performance that provides significant savings for the fleet operations and maximize vehicle uptime
- PM Process and program that meets or exceeds bus OEM maintenance requirements, federal annual inspection guidelines, and DOT standards
- Proactive communications with the fleet manager and staff providing a more efficient repair process
- Cost and performance visibility via Key Performance Indicators (KPIs)
- A dedicated Penske shop in close proximity to Denver International Airport (15 miles) that is open 7 days a week (4:30 am - 4:30 pm ) and is staffed with 7 Technicians and 1 Branch Service Manager
- Shop backed up by 24/7 road service team

### General Repair

Penske's maintenance program includes all general repair work. Equipment repairs, whether identified by the preventive maintenance service, by users, or by malfunction, are completed by Penske as required. Penske pays strict attention to all repairs limiting the nature and extent of repairs due to age, mileage, and cost to repair criteria.

Penske has assisted the fleet management team in the repair/replace decision-making process in order to optimize the use of personnel and capital resources. As repairs are made, repair costs are entered into a vehicle repair history database using a sophisticated coding system derived from the American Trucking Association's VMRS codes. This procedure allows thorough tracking of all transactions, automated review of repetitive repairs, continual monitoring of warranty, post warranty and recall notification follow-up as required on a real-time basis.

## Penske Preventive Maintenance

A core foundation of the Penske business metric is effective Preventive Maintenance (PM) management. Penske knows that excellence in PM performance produces significant savings for the fleet operations and understands how important fleet efficiency and uptime is for DEN's fleet.

Penske has implemented an aggressive and highly effective, CNG powered bus specific, PM program. Included is the current PM Service form.

Penske has the flexibility and forecasting experience to provide 30 days advance notice to our Fleet Manager when a specific bus is due for a PM. This allows ABM and Penske to plan for the PM and schedule the optimal time for the maintenance to take place. And because it's automated, a vehicle cannot be overlooked or missed in the PM schedule cycle. Our fleet management system is programmed to assign the correct interval and/or mileage between PMs. Since 2008, ABM and Penske have achieved 99% on-time schedule adherence for preventive maintenance on the DEN bus fleet. This achievement is remarkable and is directly connected to the fleet reliability experienced since 2008.

Techs are required to complete 8 hours of PM training every two years. PM training involves both classroom style and hands-on instruction. Official completion of PM training requires Penske techs to successfully pass a PM online knowledge assessment at the conclusion of their training session.

Penske's ability to track and analyze our PM performance using Penske's proprietary software, ServiceNet, a fleet maintenance system allows us to implement an optimal preventive maintenance schedule and procedures for our customers. All Penske technicians must receive training and pass a competency test to be certified in the PM process.

Penske's industry leading oil and fluid analysis program allows them to identify potential equipment failures in advance. Their focus in PM management is to target elimination of downtime by anticipating, diagnosing and repairing components and systems prior to failure. They have a proven practice of predictive maintenance that has reduced downtime of our fleet since 2008.

Preventive maintenance is key and Penske's proven and demonstrated excellence has and will continue to provide the best maintenance program for the CNG buses in Denver!

### Servicing CNG Powered Buses

Penske Denver team has a combined 64 years of experience maintaining CNG powered vehicles. CNG maintenance is one of the Core Competencies. Below is a list of the services Penske will include as part of our Fleet Management Program:

- Dedicated captive maintenance facility, Penske will move into the onsite maintenance building should the decision be made to build and move maintenance to DEN.
- Proven track record for servicing CNG airport buses
- Comprehensive Bus Preventative Maintenance Program
- New CNG Bus In-servicing
- Complete running repair service
- Oil and coolant analysis
- Complete tire program
- Governmental compliance (DOT/CHP/OSHA)
- Cost control system
- Emergency road service
- Engine/Powertrain steam cleaning
- Fleet services/legalization
- Specialized equipment maintenance (ADA ramps and lifts)
- Management Information System (My Fleet)
- Aggressive warranty recapture program
- Mobile repair capabilities
- Accident repair administration

### Vehicle Safety and Emissions Inspections

Penske conducts full safety and regulatory inspections as required for the DEN bus fleet operations. All federal, state, local and jointly agreed criteria will continue to be met or exceeded. Minimal downtime and disruption will be caused by effectively scheduling inspections during off peak hours.

### Outside Repairs

Penske's approach is to perform most work in-house. Penske routinely subcontract some work, including tire service, towing, engine and transmission overhauls. Penske maintains a working relationship with more than 12,000 vendors nationwide, and prides itself on managing both service levels and cost. Penske assures minimal delays through an ongoing evaluation and rating of our vendors. Additionally, Penske has developed strong business partnerships with qualified local vendors who support our fleet maintenance requirements. Penske will routinely inspect these repairs for quality and workmanship as well ensure that they are of the high standards required by Penske, ABM, and DEN.

### Roadcalls and Towing

Penske is experienced in handling roadcalls and towing needs associated with operations at DEN. They have long-term relationships with vendors who would be used to perform these critical services. The goal is to be onsite at a downed bus within the shortest time possible. Penske will maintain a fully equipped mobile service vehicle that will be dispatched immediately in case of landside roadside service emergencies.

### Minor Repairs and Fluid Service

Quick fix repairs and fluid service on the bus fleet is a priority. Daily, at 0400 a Penske mechanic reports to the turnstile where he inspects and repairs any minor maintenance needs on the bus fleet such as light bulb repairs, fluid level checks, etc that may be needed prior to revving up for peak operations.

### Warranty Repairs

Penske is uniquely situated to perform comprehensive warranty administration and repairs for all vehicle and equipment types.

### Road Testing

Penske **will** perform road testing for the DEN buses as part of their bus maintenance services. Penske **will** inspect and validate any complaints and provide an expert, 3rd party response to all road test issues observed/reported.

### Waste Management

Penske will comply with all state and federal regulations for the transport and disposal of all waste products generated by the DEN bus fleet. These items include used oils, coolants, batteries, tires, etc.

### Procuring, Stocking, and Issuing Parts

Penske **will** maintain all necessary parts, materials, and supplies for the DEN bus operation. Only OEM or equivalent parts shall be used for repairs. Penske will meet with the chosen manufacturer to ensure they have the ability to get special parts quickly to avoid unnecessary downtime.

### Trained Work Force

Penske prides itself on attracting and retaining the highest qualified applicant for each position within our organization. Upon successfully completing a thorough prescreening process, Penske employees enter into a rigorous orientation and training program centered on the individual's position in the company. Throughout their career with Penske, employees receive continuous training to meet our customer's needs in an ever-changing business environment.

### Access to OEM Online Training Programs

Through partnerships with various OEM suppliers, Penske technicians have 24/7 access to hundreds of online technical training modules. Module content ranges from theory and component identification to diagnostic techniques and new technology. Today, techs can access online training modules for ten OEM's, and this number grows every year.

### Annual Evaluations

Customer service reps and technicians receive performance appraisals annually from their immediate supervisors. These reviews are based on personal observation of their work throughout the year and supported by the ServiceNet reports that track the timeliness and quality of a technician's work. Satisfactory performance is more than technical competence. Penske requires technicians to work effectively with customers and to contribute to the performance of the maintenance team as a whole. As a Penske team member, associates are expected to be dependable, take the initiative in solving problems and to communicate effectively with other team members.

Satisfactory performance, along with technical certification, is a requirement for advancement in the maintenance department.

### Technician Certification Program

ASE certifications are not a requirement for Penske technicians, however, the successful completion of Penske's internal training and satisfactory on-the-job performance is.

**Penske's internal Technician Certification Program is unique to our business model** and is recognized and accredited by ASE's Automotive Training Managers Council (ATMC). This accreditation puts Penske in a class by itself as the first and only truck leasing company in North America to earn this merit of achievement. The program is nationally recognized and has received an Excellence In Training award.

Businesses that operate standalone shops or whose core business is not fleet management and maintenance often rely on ASE certifications to measure the technical skills of their technicians for them. For a business or public entity to train and assess technical skills in-house requires a level of expertise, staffing and funding that most simply do not have.

**Fleet maintenance and management is Penske's core business.** Consequently, Penske takes full responsibility for the training, competency and skill of its technicians in addition to the development of online software applications and our own fleet maintenance management system.

**Penske's Technician Certification Program** is accredited as following strict industry standards set by ATMC and ASE for continuing education.

**ASE requires candidates to have completed two years' work experience** as a technician and/or to have completed a formal training program before sitting for a test. Penske's maintenance technician training program is ongoing and begins day one. Penske technicians advance according to their skill and personal initiative. Individual learning progress is not dependent on a rigid time line.

Most importantly, Penske's technical training continues to evolve with the introduction of new engines and advanced technology/electronics. They employ a team of maintenance trainers and maintenance specialists who provide instruction in the field and assist in rollouts of new technology. A goal of flawless and efficient service cannot be achieved without highly skilled technicians backed by in-house industry experts and proven maintenance procedures.

**Our maintenance specialists have access to the latest diagnostics,** PM changes recommended by OEMs, and new products that routinely replace those on the shelf today. New products and procedures are incorporated into maintenance services and put into the field as they are introduced.

Lastly, **Penske is not just reactive to changes in our industry. They are a leader.** Penske partners with vehicle OEM's such as Volvo and Freightliner to beta test the next generation vehicles before they are rolled out. They have been doing this work for 45 years and many of Penske senior maintenance staff has been with them nearly as long. You can depend on a trained Penske technician to know his business

#### MyFleetAtPenske.com

MyFleetAtPenske.com is a secure, easy-to-use online resource that helps customers manage their fleets more effectively. Access to your fleet data is immediate and real-time. The information that fleet managers can access increases their ability to proactively manage fleet maintenance and to provide line managers with the most current information.

Penske posts important announcements, latest news stories and upcoming webinars and events on the MyFleetAtPenske.com homepage. From the home page there are links to special interest news, operations alerts, services and educational tools in addition to a search engine and direct links to your fleet data.

Through MyFleetAtPenske.com authorized users have access to:

<b>Fleet profile</b>	<b>Online invoices</b>
<b>Fuel usage and charges</b>	<b>Maintenance repair orders</b>
<b>Preventive maintenance schedules</b>	<b>Track roadside assistance, both historical and in-progress calls</b>
<b>Safety and compliance</b>	<b>Fuel location finder</b>

In conclusion, we believe that the above described plan will meet and exceed all requirements provided by DEN. We also believe that our partnership with Penske offers the most sophisticated and cost efficient fleet maintenance program that is tailored to the complex shuttle operation at Denver International Airport.

***Describe the Proposer's procedures for ensuring the interior and exterior cleanliness of the buses used to provide the Airport shuttle bus service. Specify how frequently the interior and exterior of each vehicle will be detailed and describe the detailing process.***

Exterior washes will be performed at the designated area by a mobile bus/truck washing provider, currently Fleet Wash, at a maximum of every 5 days. All environmental, water reclamation requirements will be followed at all times. ABM will work with our bus washing vendor to reschedule any cancelled washes because of inclement weather. Interior bus detailing will be performed in house by ABM. Although, bus drivers are responsible for picking up any debris left behind by customers and sweep the interior of their buses each shift, all bus interiors will be detailed cleaned at least once a week. This detail clean will consist of the following: sweep bus floors, remove trash from behind/between seats, behind electronics cabinet, driver seat area, power wash/mop floors, clean windows/door glass, clean passenger mirrors, wipe down dashboard, wipe down handrails, clean any splashes on walls and ceiling, vacuum luggage racks.

Should the decision be made to build a maintenance facility on Porteos land near 68th Ave and Valleyhead Street, a wash bay will be included and exterior washes will be done automatically by ABM bus attendant staff. Our interior cleaning program will remain as described above.

#### **On-Site Maintenance Facility OPTIONAL – Costs are not included in pricing**

Through our partnerships with JLL, DGH Investments, and alcorn Construction ABM has a unique opportunity to build or lease a "build to suit" full service maintenance facility near 68th and Valleyhead Street on land currently owned by Porteos and slotted as a commercial mixed-use development opportunity for Colorado's Airport City. See Colorado Airport City doc included. Although, our current maintenance facility is only 15 miles from DEN, there are significant benefits to having a maintenance facility at the airport.

#### **Benefits:**

- Costs - Since 2008, it has cost approximately \$330,000 to simply transport the buses back and forth to the Penske facility.
- Bus cleanliness - The wash facility that will be available in a maintenance facility will allow bus washing to take place without regard to weather conditions. Currently during inclement weather (below 32degrees, high winds, etc.) outdoor mobile bus washing cannot occur, leaving buses below our high cleanliness standards until the weather subsides.
- Efficiency and enhanced response time - the mechanic response time will be greatly enhanced by having our maintenance team in such close proximity to DEN. The time taken to transport buses back and forth will be reduced and can be spent on other maintenance tasks.
- Partnership - Having a maintenance facility in close proximity to DEN allows DEN's maintenance team to use ABMs facility as part of its contingency plan should failures occur within their current wash bay or other maintenance facilities.
- Compliance Visits / Inspections - As this facility will be within close proximity the manager of aviation or his/her agents would be able to easily visit the facility to ensure our fleet is being maintained as detailed within our RFP and according to your high standards. We welcome this oversight.

We are happy to propose this opportunity and looking forward to discussions on having a permanent, full service, CNG certified, large vehicle maintenance facility come to fruition to support the comprehensive shuttle bus services at the Denver International Airport during this contract and beyond.

***Describe the Proposer's procedures for ensuring the interior and exterior cleanliness of the buses used to provide the Airport shuttle bus service. Specify how frequently the interior and exterior of each vehicle will be detailed and describe the detailing process.***

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# HIRING AND TRAINING OF DRIVERS AND OTHER EMPLOYEES

*Briefly describe your training program and any job skill inventory performance monitoring process;*



Professional, consistent and quality training is the foundation of any successful shuttle bus operation. ABM's fundamental philosophy views training as an investment that will continue to pay dividends, not an expense. Our comprehensive training program is inclusive of basic safe driving and customer service techniques to the advanced. Additionally, we employ many innovated programs that set us apart in the industry. Below is a brief overview of our comprehensive training program. As you will see, ABM is fully engaged in providing our team members with the best tools for success in an effort to provide DEN and our valued customers with world class service.

## New Hire Orientation

Once the team member has cleared the background check and badging process, they attend a two day orientation.

### Orientation Day 1

The Safety & Training Manager starts with an informal tour of the facility to make new hires feel comfortable with their new surroundings.

In a classroom setting, formal introductions are made and an Introduction to ABM video is viewed.

Various New Hire forms are completed and door access codes, clothing lockers and parking permits are issued.

Route training schedules are created for each new hire which consist of: 1 day in the Pikes Peak/Mt. Elbert Lots, 1 day in the Landside Employee Lot, 1 day on the Cargo Route, 1 day in the Economy Lots ( ½ day on the East Side, and ½ day on West Side), 2 days on the A Concourse Route, 2 days on the B Concourse Route, 2 days on the C Concourse Route and 1 day for ADA training. Additional training for any route is provided based on need. All route training must be completed before team member can began his / her permanent schedule.

Bus driver reviews are conducted within 45 days of the start of training and annually thereafter. Bus driver reviews consist of six main components. Main topic consists of job expectations, vehicle cleanliness, vehicle maintenance, vehicle operation, customer service, operational knowledge.

Customer service is addressed and all employees are informed of ABMs expectations regarding exceptional service to our passengers. The ABM Awards Program is presented and each team member is informed on how exceptional customer service can lead to prizes and cash bonuses, based on complements received from passengers. Safely assisting customers with their luggage is addressed through the use of a Safe Lifting Video and role-play with actual luggage. Back belts are available and issued upon request by the team member.

Payroll is explained according to our pay week, pay periods, and pay days. We discuss our sick time, vacation time, and family medical leave accrual, leave of absences, holiday time pay, etc.

A basic overview of the United Mine Workers of America labor union is addressed.

Uniform measurements are taken at the time of orientation. New team members are instructed to wear white button down dress shirts/blouses or white polo shirts, black/dark navy blue slacks/dress pants, black shoes and sock until company uniform arrives. In addition, proper grooming is also addressed at this time.

Health and welfare packets are distributed to new team members and our benefits and costs are explained. New team member's health and welfare packets once completed are processed by HR and is effective at the beginning of the next month from the day they signed up.

Our Voice program is explained to our new team members. This program gives all of our team members an opportunity to express their feedback based on a monthly safety, customer service or operational question that is posted. Each month a question is posted and team members get to write their best solution on an index card and post it on a board. At the end of the month all employees get to vote on which posted solution they feel is the best solution to the question. The winner receives a gift card and their solution is posted on the company's website for other ABM locations to view and utilize.

***Company vehicle operating policies, including but not limited to the following are discussed:***

- Cell phones are not permitted on the person while on company time.
- Seat belts must be worn at all time when vehicle is in motion.
- Parking brakes must be set at all times when driver is out of seat, and wheel chocks must be used to secure the bus.
- Accidents must be reported immediately at the time of the accident. Accidents are defined as any contact, no matter how minor, with a foreign object.
- Speeding in company vehicles on public and private roadways is a violation of state law, airport regulations, and company policy.
- Stop signs and stop lines must be adhered to at all times. Violators will be in violation of state law, airport regulations, and company policy.
- Directional signals are used to indicate your turning intent with other drivers. Violators will be in violation of state law, airport regulations, and company policy.
- 4-way flashers system is dictated by the DOT regulations and company policy. The DOT regulations address breakdown situation and at all railroad crossings. The company policy is for all airside routes when crossing taxiways.
- Interior lighting must on at all times when loading/unloading passengers. When the vehicle is in motion, it is at the driver's discretion as to bus interior illumination.
- The brake retarder is utilized at the driver's discretion but should never be on during slippery, wet or icy conditions.
- All shuttles are required to be backed in to their stalls when parking in the turnstile.

Hand held radio procedures are discussed through a power point presentation along with a worksheet to complete. We discuss the radio system as being our key to communication, and how to utilize the radio system to effectively and briefly transmit important information. We cover the federal aviation administration radio rules and regulations. We discuss and distribute pocket-size cards indicating call signs and codes that are to be used on the radio. Transmitting messages in code on the radio is important to eliminate passengers from obtain some information that is not intended for them. We discuss the proper way to transmit calls, receive calls, end calls, and handle emergency calls.

Team members are made aware of wheel chocks and that we use them on the front and back side of the front tire on the side of the shuttle with the door. The chocks are an added support to help prevent accidents. A handout on the wheel chock is given to new team members.

Our smart drive system is explained to our new team and they are issued a code to log into the system. This is a camera system that protects drivers by providing an unbiased account of what happened during a collision or event. It documents important details, including the actions of the other driver that can exonerate fleet drivers from fraudulent claims. This program also helps drivers become aware of unsafe acts or habits which increase their risk of collisions. Drivers also have the ability to manually record events in cases of emergency.

All new team members are given a Federal Motor Carriers Regulations (Motor Coach version) book, and a handout that informs them of DOT Hours of Service regulations. New team members must complete a driver's annual certification of violations form indicating if they have any violation from the day of orientation to one year prior. New team members are required to complete a certification of ABM as Sole Employer form. This form indicates if the driver is only working for us or if they will be working for another company as well. This helps the company to ensure team members are with the hours allowed to work. Team members are instructed to complete a new form anytime there is a change to their secondary employment.

Tornado procedures are discussed through a power point video, and handout information is distributed to reinforce the procedures.

## Orientation Day 2

***The Safety & Training Manager begins Day 2 with a detailed tour which includes :***

- All offices including an introduction to staff and explanation of individual staff duties.
- Tour the locker room pointing out the shift bid schedules and how to bid on open shifts, showing where the seniority list is posted, employee notice board and employee correspondence box.
- Tour the break room including introduction to any employees that might be on break, show where the vacation and sick time is posted, and explain how the extra time works and where the quarterly posting will be.
- Tour the Turnstile area, explaining how to enter the gates and who is authorized to go through, what to expect if security stops them when entering etc.
- Tour of the Turnstile Lot area, pointing out where the A, B and C concourse buses load/unload, security procedures that the drivers must take (checking badges, front door loading only), explaining where the drivers park buses during breaks, lunch or out of service, backing procedures, safety issues driving in the area, security gate procedures, etc.
- Tour of the A/C turnstile building (break room, security check point, A-con loading)
- Instruction of proper bus chocking procedure, completing the Driver Vehicle Inspection Report, bus control panel, NextBus Driver Interface Unit, SmartDrive System and interface unit, interior signage, destination sign usage, wheel chair ramp / lift operation, etc.
- Driving evaluations / Commentary Rides are performed.
- A detailed tour of all 9 routes is conducted.
- Turnstile show where A, B and C Con load/unload, exit EAG #3 to Gate 1. At security gate explain what the guards duties are and once cleared accesses gate, drive A-Con Route, B-Con Route, C-Con Route while explaining what to look for and how to drive safely on the airfield.
- Employee Airside (Landside Overflow) Route- parking lot to Terminal Door 504.
- Landside Employee Lot Route-all parking lot shuttle stops to HTC drop off/pick up area.
- Pikes Peak Lot Gun Club entrance, drive to all 18 shuttle stops explaining the next bus arrival signs, exit lot to Terminal Westside Island 3 drop off/pickup area, to Eastside Terminal Island 3 drop-off / pick-up area, exit back to lot.
- Mt Elbert Lot entrance, drive all 8 shuttle stops, exit lot to tornado shelter then back to Terminal Westside Island 3.
- Cargo Route- drive all 12 shuttle stops, to Terminal West Side Door 504. Departure times explained.
- East Economy Route- drive all 9 shuttle stops, to temporary terminal drop off/pick up area. Future HTC drop-off / pick-up area explained.
- West Economy Route- drive all 9 shuttle stops, to HTC drop off/pick up.

Park vehicle, show the New Hires the HTC train area, hotel entrance take escalator to level 5 show them the terminal break room. Return to base sit down one on one with the driver to go over the commentary ride comments and suggestions that I may have then go over the security gate procedure and backing forms and have them sign.

## Accidents and Remedial Training

Drivers that are involved in an accident, as well as any driver identified as needing remedial training are required to complete and/or perform the one or more of the below tasks.

ABM Decision Driving web base training. This training consists of six different segments: The Positive Approach, Expand Your Look Ahead Capacity, Size up the Whole Scene, Signal Your Intentions Early, Plan an Escape Route, Take Decisive Action. Each segment consists of a video and a quiz. The intent of this training is to help the driver view all the different aspects involved in driving, and how each aspect plays an important role in the decision we make when driving. In order to move onto the next segment of the course, the driver must pass a written test.

DOT Wellness web based training. This training consists of three different segments: Introduction to Driver Wellness, Risk and Their Impact, Preventive Action. The intent of this training is to help the driver view all the different aspects that involve good health and wellbeing to help make better decision when driving. Each segment consists of a video and a written test.

Check rides are conducted with individuals. The Safety and Training Manager will go out and drive with the driver that was involved in the accident. Together they will recap the incident and discuss ways the accident could have been avoided, and discuss way to prevent the incident from occurring again. Check rides may also consist of driving repeatedly in the area that the accident occur to help the driver feel comfortable in the area and or to better have control in that area.

Driver Risk Index is a video based training. This video shows different driving scenarios and the driver must check off whether he / she agrees or disagrees with the driver in each of the 50 scenarios. The scenarios are presented at a fast pace, forcing the driver to make decisions quickly. The end of the video reveals the answers and allows time for discussion. We also utilize this video in select cases by actually talking to the driver via cell phone while they are watching the video and answering the questions. The resulting scores are consistently terrible, which drives home the point to the driver that distracted driving is dangerous. This is an extremely powerful training tool.

## Additional Training

Blood Borne Pathogen training is conducted annually and or when new bus attendants, or managers join the department. This class trains our team on how to handle and clean up bodily fluids. Our team is shown and becomes familiar with the blood borne pathogen kits as we demonstrate the use of the proper protective equipment and the tools within the kit to properly and safely clean up bodily fluids.

Additional route training is conducted when new routes are put in place and or current routes have been modified. When special situations occur such as the train at the terminal being down we train our team on transporting passengers from one area to another on the concourse, in place of the train system.

Training sessions specifically for Office / Management Staff includes Reasonable Suspicion for Drugs / Alcohol, Ergonomics, etc.

Advanced Management and Customer Service Training are also provided by a 3rd Party (Mountain States Employer's Council) as needed.

Monthly safety communications consist of various safety topics. This information is delivered to our team on a monthly basis as a preventive tool to help remind drivers of the different safety situations that may be exposed to. Some of the safety topics are as follows: safe driving tactics, alert-wake-alive, driving with reduced visibility, buckle up your seat belt, close calls are wake up calls, inspect /report slip and trip accidents, preventing vehicle accidents, serious or not all falls hurt, security in the work place, summer heat, think before you lift, cell phones and you, ergonomic awareness, intersections, violence in the work place, mirror adjustments, the four second following rule, reduced backing accidents.

## Quarterly Training Classes

We hold 20 training classes in a 7-day period, four times a year and all team members are required to attend. These classes consist of a variety of topics pertaining to safe driving and customer service.

- ***The Smith System Forward Driving***

This program is a series of interlocking modules of techniques for basic and advanced safe driving. The modules consist of precautionary measures that help drivers to see, think and act their way through the multitude of driving environments, challenges, and changes that exist wherever drivers travel, in whatever type of vehicle they operate.

**The core of the Smith System is the Five Keys to Safety:**

1. Aim High in Steering
2. Get the Big Picture
3. Keep Your Eyes Moving
4. Leave Yourself an Out
5. Make Sure They See You

Each of the five keys are presented through video, and discussed within the classroom setting in large/small groups. Discussion groups are formed and each team member is issued a Smith System Reference Workbook for in-classroom and later review. All team members are required to complete and pass a test at the end of each module.

- ***The Smith System Back to Safety***

This training program specifically covers the safe backing of large vehicles.

In addition to the classroom training, a live driving demonstration is conducted. Proper and improper backing techniques are displayed and the group is asked to identify each maneuver and discuss in detail. All team members are required to complete and pass a test at the end of each module.

- ***Gate 5 De-icing Route Training***

During normal airside operations, our shuttles enter/exit Gate One for the A, and B concourse routes and utilize the Oakhill vehicle service road (VSR). When weather conditions result in the need to de-ice aircraft, our shuttles are rerouted to Gate Five and we are required to drive on the Van Driver (VSR). During this training, team members are taken on a tour through Gate One and shown the de-icing equipment, deicing pads are and how traffic is blocked off from utilizing the Oakhill VSR. The tour then moves to Gate 5 and our team is then shown the alternate airside route to gain access to A and B Concourses when in Full De-Ice Operations.

- ***Movement/Non-Movement Airside Training***

This training is conducted to help keep our team familiar with the airfield and all the rules and regulations that must be followed when driving on the airfield. This training is done by taking a tour on the air field and discussing the various rules, situations, procedures such as:

- Gate Procedures
- Driving on the VSR
- The different speed limits on the different VSRs
- Crossing taxi ways
- Random security checkpoints
- White zipper-lines on the VSR
- Aircraft, emergency vehicles, snow plows, right of way
- Interline baggage VSR
- What to look for when an aircraft is about to push back
- Extendable portion of jet bridges
- Aircraft wing tips crossing over into the VSR

Upon completion of the tour, an open discussion is initiated so team members share experience, tips, and suggestions to help other drivers. The training class is followed up with a short quiz.

- **SMGCS (Surface Movement Guidance Control System) Security Sweep Training**

During low visibility periods on the airfield, our shuttles are required to use an alternate route to the Terminal. Once visibility returns to normal and we have clearance to go back to our normal airside rotation, a security sweep must be performed before the bus can return to the secured airfield.

The Turnstile Supervisor must "sweep" the buses before any passengers are allowed to board. "Sweeping" the bus means searching the bus for any items that may have been left behind by passengers when the bus was going to the terminal during the SMGCS. (Since the bus was outside the SIDA area at the terminal, any items left on the bus and taken into the TS are considered to be unsecured and in violation of the SIDA regulations) Normal TS lost and found procedures should be followed for any items left on the bus in this situation, with the exception of highly suspicious items.

- **Tornado Training**

Each year before spring we conduct a training class on how to respond to tornado emergency situations. Tornado Watches, Warnings and when to seek shelter is discussed. We rely heavily on the system in place at Denver International Airport to notify us via the radio communications system of any weather related situations that will require us to take action. The following steps are put in place in the event of a possible tornado situation :

- Do not panic, remain calm.
- Remember the safety of the employees/customers is the top priority.
- Follow evacuation plan in the event of a seek shelter.
- Notify all drivers that a watch/warning is in effect and to be on lookout for cloud formations.
- Monitor radio for instructions.
- Manager will contact maintenance control.
- Should team member spot tornado, that member will call via radio to notify ABM and give general location of where tornado was located.
- Communicate calmly with passengers.

- **ADA Training**

Team members recycle the wheel chair lifts on all our different shuttle styles. Team members are trained and certified on how to secure a wheelchair properly on all the different shuttle styles. Detailed instruction on professional interaction with ADA passengers.

- **Driven to Distraction Training**

This training is about distractions and how they endanger us while driving. The training is video based with small and large group discussions. This program identifies the many different distractions that we encounter while we are behind the wheel and how we have control/choices in avoiding these distractions by changing our behavior behind the wheel. All team members are required to complete and pass a test at the end of this training session.

- **Distacted Driving**

This is a more advanced level training that pick us where the Driven to Distraction Training left off. The training is video based with small and large group discussions. This program identifies the many different distractions that we encounter while we are behind the wheel and how we have control/choices in avoiding these distractions by changing our behavior behind the wheel.

All team members are required to complete and pass a test at the end of this training session.

- **Winter Weather Driving**

This training is about safe driving in severe weather conditions. This training is video based with small and large group discussions. Along with the video we identify areas within our current routes were road conditions are especially dangerous. All team members are required to complete and pass a test at the end of this training session.

- **Emotional Wreck**

This is a video based training program. This training helps team member to be more aware of the effects that emotions can have on safe driving abilities. We explore how aggressive driving is clearly a critical problem with which today's drivers must learn to cope. Through education, drivers can learn how to recognize aggressive driving, how to prevent it in their own driving habits, and how to avoid falling victim to it. All team members are required to complete and pass a test at the end of this training session.

- **Liberty Mutual Decision Driving**

This training uses an interactive power point presentation and video. This program allows time throughout the course to ask / answer questions and have group discussions. This is an advanced program consisting of six basic topics associated with the hundreds of decisions that are made when driving. Topic include :

**Expand Your Look Ahead Capacity :** Being aware of what is happening in the distance and how it gives you time and space to make good decisions.

**Size up the Whole Scene :** Giving yourself time to compensate for the mistakes of other drivers and helping to prevent unpleasant surprises.

**Signal Your Intentions Early :** Communicating with other drivers on the road to ensure they see you and your intentions.

**Plan an Escape Route :** Keeping your distance from vehicles in front of you and allowing time to react to hazards / emergencies.

**Following Distance:** Allowing time between you and the driver in front of you by using a timed system. Keeping distance between vehicles in front of you allows you to act safely and expands your look ahead capacity.

**Take Decisive Action :** All decision driving techniques at work together.

- **Team Building/Communication Training**

There are several different types of training used to establish team building and communication. One such training class involves small groups building an oversized cookie and adding ingredients according to a recipe. The group leader reads the list of ingredients and instructions on how the cookie should be made. The remainder of the group must work together follow the directions to make the cookie. A group discussion follows the exercise. This training helps team members understand the importance of accurate and concise communication and teamwork.

- **Customer Service Role Playing**

This training focuses on professional/unprofessional and good/bad customer service. Multiple customer / driver interaction scenarios are acted out with full participation from the participants. After each role playing exercise, a discussion is conducted. This training is designed to expose the driver to the actual customer experience.

- **Customer Service Passenger Feedback Exercise**

Actual customer compliments and complaints are shared with the team members in a classroom setting. After each customer correspondence is read aloud, a discussion is held addressing what was done right and what was done wrong. The group is encouraged to find solutions to ensure better service going forward.

- **First Observer Training**

This presentation helps make our team more aware of potential terrorism at the airport. Our Training Dept. has been certified by First Observer to conduct this training. The main focus is how terrorists use different methods within the transportation industry to perform an attack. This class demonstrates different examples of how the first observer program works by educating as many people as possible to help be eyes and ears of Denver International Airport in observing suspicious activity, and how to report it. The following instructional topics were discussed in detail: how terrorists think and what their motives are, what types of weapons may be used and what to look for, the different stages of a terrorist operation, and categories of parking operations security awareness. Upon completion of this training session, each team member receives a First Observer card indicating they have completed the program. This card includes reminders of what to look for and how to report suspicious activity.

- **M.E.E.T. on Common Ground**

This is a video based program that presents different scenarios on how to help recognize, respond to and resolve difficult interactions that can stem from individuals and cultural differences. This class is presented to help create a workplace where people want to come and stay by discussing mutual respect in the workplace, the importance of personal responsibility in promoting respect in the workplace, and discussing the four part M.E.E.T. Model (M-Make time to discuss, E-Explore differences, E-Encourage respect, T-Take responsibility). Following each video scenario, drivers complete a worksheet in small groups and discussed in the larger group.

- **Radio Procedure Training**

As our radio communication system is governed by the Federal Aviation Administration and the Federal Communications Commission, certain procedures must be followed when utilizing the radio. Periodically our team is presented with hand held radio training. The purpose of this remedial training is to remind drivers that the radio is used to provide critical links to decisions, expedites communication, enhances safety, and is a resource during emergency and daily operation. We discuss the proper way of initiating a transmission, as well as clearing a transmission once the transmission is completed. The team members are issued small pocket-sized cards containing the radio codes which substitute verbiage during radio transmissions.

- **Defensive Driving**

This training is conducted to help our drivers prepare for extreme situations while driving. During this course we discuss the various road hazards, poor weather, erratic drivers and vehicle collisions. The purpose is to help our team members to be in better control of their vehicle and the situation, and to anticipate and be prepared for certain conditions before they occur. This training is video based and has a handbook for referencing. Group discussion follows each segment of this training session. All team members are required to complete and pass a test at the end of this training session.

- **Right Side of the Line**

This is a video based training session that includes a workbook, group discussions and individual assessments. The purpose of this workshop is to help the team develop and or improve skills and knowledge in building a respectful and harassment free culture in the work place. This workshop helps team members to understand why maintaining a respectful and harassment free culture benefits themselves along with the organization. It helps to identify behaviors that could escalate into a more serious situation. This course explains the difference between unprofessional, prohibited, and illegal behavior. It helps team members understand how their leaders can help and promote a respectful and harassment free environment. We discuss harassment reporting procedures for individual being harassed and or witnessing harassment of others.

- **Disability Awareness**

This class is delivered to help increase our team member's awareness of not only the different disabilities but how to professionally interact with passenger that may have disabilities. This class helps our team to feel comfortable in assisting all types of passengers, as well as dealing with passengers who may decline assistance. We discuss different terminology to use and not to use to prevent offending anyone. In this class we talk about proper etiquettes pertaining to: people who use a wheel chair, people who are blind or visually impaired, people who are deaf or hearing impaired, people with speech disabilities, etc. Throughout the class, team members have an opportunity to share personal experiences and share tips on improving the experience of our passengers with disabilities.

- **No Driver Left Behind**

This seminar differs from other training sessions as it features videos captured by our Smart Drive on-board camera system, showing our actual drivers in action. Poor driving habits along with drivers displaying outstanding driving skills, accident avoidance, etc, are highlighted. In addition to the videos, a power point presentation is used to display information and statistics from this facility regarding stopping, speeding, improper backing, and distracted driving. Through the use of statistical data, team members are able to see where they fall on a chart of driver excellence.

- **Best Leaf- Customer Service Basics**

Through lecture, comparisons, small activities, and self-evaluation each individual identifies their uniqueness and explores what we have to offer as individuals and as a team to deliver exceptional customer service. This class covers basic customer service. The class evaluates themselves as individuals and then compares themselves to each other. Based on individual evaluation, we explore that fact that we deliver the same type of service but in a different way. The exercise makes the team see that they are unique and that no one can deliver exceptional service the way they do. This class helps team members see and understand how a team is made up and why they are an important asset to the team. The class is referred to as The Best Leaf because just as with people, there are no two alike and when combined together they make the team.

# MWBE PARTNERSHIPS



## **1. Describe the nature and structure of any M/WBE partnerships that are included in the bid.**

ABM Parking Services (ABM) is committed to providing entry opportunities to service providers, vendors and suppliers that are classified as a Minority/Women/Small and or Disadvantage Business Enterprise. In many circumstances, firms with one of these designated disadvantage classifications are lacking the experience or depth of financial resources needed to enter markets which such a significant scope of service as international airports. As a Fortune 500 company, ABM views the opportunity to include disadvantage companies in our major airport contracts as a responsibility and an opportunity to give back to the community. Service to the community is key. Whenever possible, ABM looks for our qualified MBE/WBE/SBE sub-contractors and vendors from the local community. We seek for companies that provide a real value to our service and share our core values of respect and integrity.

ABM has actively used designated disadvantaged business enterprises in our major airport contracts for years. Indeed, one of our selected MBE sub-contractors has been working with ABM at the Denver International Airport since 1995. Since working with ABM, Nationwide Parking has been able to expand its operations to become a successful stand-alone business enterprise.

For a more detailed nature and structure of our M/WBE partnerships please see Section 3, 2B.4 Subcontractors.

### **a. Detail past experiences with other clients.**

In 2008, ABM Parking Services created a Joint Venture LLC with Washington DC area MBE parking company, U Street Parking, for the purpose of pursuing the contracts with the Metropolitan Washington Airports Authority (MWAA) to provide the parking management service for Washington Dulles International Airport (IAD) and Ronald Reagan Washington National Airport (DCA). As an active partner in this LLC, U-Street Parking worked closely with our experienced executive team in developing a strategy to pursue these individual contracts. Our efforts were rewarded in 2010 with the award of parking services management contracts at both IAD and DCA. Within this LLC, U-Street Parking was assigned specific oversight responsibilities at both airports, including the Valet Parking at IAD and overall facility maintenance at DCA.

Through the term of the parking contracts, U-Street Parking was given responsibilities in every aspect of the parking services management. With the guidance and direction of our LLC COO, Scott Hutchison, U Street Parking developed a complete understanding of the management of two very highly dynamic parking operations. U-Street Parking has been able to parley this experience to the rapid growth and development in other major parking services. In recent years, U-Street Parking moved into the Class A Office Building market as well as securing the parking management service of an international airport on their own.

Since 2010, we have mentored U-Street Parking in the shuttle industry. We first introduced USP to shuttle services at our operations with the Ontario International Airport for the Consolidated Rental Car Shuttle contract and next at our DFW Shuttle Services operations. With a firm foundation in shuttle operations, in 2015 our JV LLC, submitted proposals and were award contracts to provide the highly challenging shuttle contracts at IAD and DCA. We started these operations in October 2015.

Attached is link to a recent article in the Washington Business Journal regarding the success of U-Street Parking's Henok Tesfaye and including the role he attributes mentoring from ABM and Scott Hutchison to his company's success.  
<http://www.bizjournals.com/washington/print-edition/2016/05/27/the-triumphant-park-king.html>

At San Francisco International Airport (SFO), ABM SBE joint venture provides both the Taxi Dispatch Management and the Share Ride Van Service management. Our mentorship with Pacific Park Management began nearly 15 years ago in an unsuccessful attempt to secure the parking management contract at SFO. Although we were not successful with our first effort, we did succeed in securing a contract to provide parking management at Oakland International Airport. This win led to our selection to provide the Taxi and Van service management at SFO.

Our contracts at nearly every major airport operation have success stories similar to U-Street Parking and Pacific Park Management; were due to the company's desire to excel and ABM's commitment to mentor, MBE/WBE/SBE designated firms have been provided entry into a market that may not have open to them and have succeeded.

***b. Describe current Small, Minority and/or Women-owned Business Entities (S/M/WBE) programs in place in other locations. Are any of these programs for a similar shuttle bus management program?***

As partners in our JV LLC, U Street Parking is able to actively participate in the shuttle services at DCA and IAD. They also participate as sub-contracts at our shuttle service at ONT and DFW.

***c. Describe any existing mentoring programs that is in place in other locations, could this be adapted to Denver International Airport? If so, please detail.***

ABM has no formal mentoring programs developed, but rather relies on the executive responsible for a specific location to select MBE/WBE/SBE classified firms the best embrace our core values and best represent the community within our services. Our executives work one-on-one with the leadership of the selected DBE classified firm to ensure that they provide a true benefit to our operations and are in return provided growth opportunities.

***d. Explain the M/WBE reporting processes available.***

ABM uses the various reports required by our individual clients to account for the quantity and/or quality of the M/WBE participation in our specific operations. Reports are for monthly, quarterly or annual participate as determined by the client. At Orlando International Airport, we report directly to the EEOC/ACDBE office using an online reporting system. Referred to as GOAA Diversity Compliance.

***e. Please provide at least two (2) examples of M/WBE reporting documents currently in use.***

See attached

**f. Would a 10-15% target M/WBE for a Denver possible? How would it be attained? If not possible, what is a viable M/WBE target?**

In our examination of the shuttle service at Denver International Airport, we have determined the expense breakdown:

- Cost of the Fleet 16.22%
- Cost of Fleet Repair and Maintenance, 7.36%
- Cost of payroll and employee taxes and benefits for drivers and management 56.16%
- Cost of Insurance, Overhead and profit, 10.03%
- All other costs, 10.23%

With this distribution of costs, it would not be impossible to reach an M/WBE goal of 15%, but it would require the alignment of a number of factors.

- First this goal could be met by use of an approved Joint Venture between a qualified majority partner and a properly certified M/WBE minority partner. In order to participate as a 15% partner in a JV for this particular contract, the M/WBE firm would be expected to provide their share of operating capital (90 days of costs) of more than \$800,000 making a JV difficult to structure on this type of contract.
- The goal could be met if there were an M/WBE certified vehicle repair service near the airport with enough capacity to handle such a large fleet as proposed. With this large cost provided as M/WBE, the balance of the 15% goal could be achieved through aggressive use of all other certified sub-contractors, vendors and suppliers.
- The 15% goal could also be met if the prime contractor was willing to sub-contract out all or a portion of the shuttle driver position.

Of the three possibilities, if this goal had been set as a part of the RFP and selection process, the creation of a Joint Venture would be the most likely means of reaching a 15% M/WBE participation. Like most professional transportation companies, ABM is highly reluctant to use sub-contractors to provide our critical driving services. Drivers are the key to success in a challenging shuttle service as found at DEN and as the prime company will generally prefer to maintain the control of the hiring, training and management of these employees. With regards to the use of an M/WBE fleet repair and maintenance company, there is not a firm that would meet the standards to properly service a fleet of the size to be provided for DEN.

Within our proposal, we committed to use M/WBE certified sub-contractor to provide lot supervisors, customer service, employee recruitment and background checks and all driver testing. These set-aside opportunities will account for nearly 8% of the total costs of the shuttle service. We have additionally determined that the bulk of our services and supplies will be provided by M/WBE suppliers.

While 15% M/WBE participation for the shuttle services at DEN would be a challenging goal, a goal of 10% is highly realistic and attainable given the prime contractor's full commitment.

# EXHIBIT B

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

## CITY AND COUNTY OF DENVER CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION (02/07/01)

Original COI

Advice of Renewal

Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

**CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES:** 201630273 Shuttle Bus Management Services

### I. MANDATORY COVERAGE

#### WC-1 Colorado Workers' Compensation and Employer Liability Coverage

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

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.

#### CGL-1 Airport Liability Coverage

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)	Each Occurrence: \$1,000 General Aggregate Limit: \$2,000 Products-Completed Operations Aggregate Limit: \$1,000 Personal & Advertising Injury: \$1,000 Fire Damage Legal - Any one fire \$50 <b>(\$300 if a City facility is leased)</b>		

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2026.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Contractual Liability.
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.

#### BAL-1. Business Automobile Liability Coverage

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

Any Policy issued under this section must contain, include or provide for the following:

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

- City, its officers, officials and employees as additional insureds, per ISO form CG2026 or its equivalent.

## II. ADDITIONAL COVERAGE

(Coverage is required only when City has checked the box to the left of each coverage section)

### UL-1 Umbrella Liability

Coverage	Minimum Limits of Liability (In Thousands)	Policy No. & Company	Policy Period
Umbrella Liability <input type="checkbox"/> Non-restricted area access	Each occurrence and aggregate \$1,000		
<input checked="" type="checkbox"/> Unescorted airside access	Each occurrence and aggregate \$9,000		

Any Policy issued under this section must contain, include or provide for the following:

- City, its officers, officials and employees as additional insureds.
- Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
- If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

## III. ADDITIONAL CONDITIONS

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

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

## IV. NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, the issuing company or its authorized Agent shall mail to the address shown above, by mail, return receipt requested, forty-five (45) days prior written notice ten (10) days for non-payment of premium, referencing the contract/project number set forth herein.

**V. CERTIFICATE VERIFICATION BY AUTHORIZED INSURANCE AGENT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, state and aver, under penalty of law, that I am familiar with the insurance coverage maintained by the Insured, \_\_\_\_\_; that I have reviewed the coverage requirements set forth in the foregoing Certificate of Insurance; that I have completed the foregoing Certificate and that the information contained in the Certificate is true and correct to the best of my knowledge and the referenced policies are in full force and effect. I further state and aver, under penalty of law, that I am authorized by the identified companies to place the coverage specified in the Certificate and I understand that the City will rely on the representations I have provided.

This information is provided for City and County of Denver Contract Name \_\_\_\_\_ and  
Contract Number \_\_\_\_\_.

By: \_\_\_\_\_  
(Signature)

Agency: \_\_\_\_\_

\_\_\_\_\_  
(Printed name)

Address: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Producer License Number: \_\_\_\_\_

State of Licensing: \_\_\_\_\_

Telephone number with Area Code: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Bond Number: 106530198  
Effective: 2/1/2017 to 2/1/2018

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

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ABM Parking Services, Inc.,  
\_\_\_\_\_  
a corporation organized and existing under and by virtue of the laws of the State of CA  
\_\_\_\_\_,  
hereafter referred to as the "Contractor", and Travelers Casualty and Surety Company of America  
\_\_\_\_\_,  
a corporation organized and existing under and by virtue of the laws of the State of Connecticut  
\_\_\_\_\_  
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. 201630273 SHUTTLE BUS SERVICES**, 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;

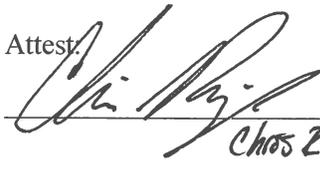
PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts  
lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental  
machinery, tools or equipment used or performed in the prosecution of work provided for 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 28 day of October, 2016.

Attest:

  
Chris Zidge, witness

ABM Parking Services, Inc.

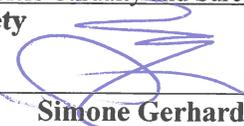
**Contractor**

By: 

Lu Ann Brinkley, Director Insurance Services

Travelers Casualty and Surety Company of America

**Surety**

By: 

Simone Gerhard, 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:

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

By: 

Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY  
OF DENVER

By: 

MAYOR

By: 

CEO DEPARTMENT OF AVIATION

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

FAX NUMBER: 925-945-4122  
TELEPHONE NUMBER: 925-945-4426

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

RE: ABM Parking Services, Inc.

Contract No: 201630273  
Project Name: Shuttle Bus Services  
Contract Amount: \$3,000,000.00  
Performance and Payment Bond No.: 106530198

Dear Assistant City Attorney,

The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Travelers Casualty and Surety Company of America insurance company, on October 19, 2016.

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 213-630-1386.

Thank you.

Sincerely,

Travelers Casualty and Surety Company of America

Simone Gerhard, Attorney-In-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

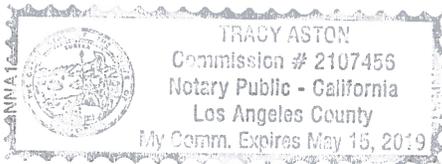
State of California

County of Los Angeles

On \_\_\_\_\_ before me, Tracy Aston, Notary Public, personally appeared Simone Gerhard who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

*I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.*

*WITNESS my hand and official seal.*



Signature   
Tracy Aston, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230610

Certificate No. 006708877

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Tracy Aston, Kristine Mendez, KD Conrad, Simone Gerhard, Edward C. Spector, Paul Rodriguez, Lisa K. Crail, B. Aleman, Daravy Mady, James Ross, Misty Wright, Nathan Varnold, Renato F. Reyes, April Martinez, and Marina Tapia

of the City of Los Angeles, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of March, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 22nd day of March, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Denver International Airport (DEN)  
Shuttle Bus Management Services for DEN  
Exhibit E - Pricing Form

Re: **No. 201630273**

Below represents the hourly rates for Exhibit E for the Shuttle Bus Management Services Agreement that will become effective February 1, 2017:

**OPERATING COST PER HOUR (850 daily hours base)**

Cost per hour at 850 hours minimum per day: **\$51.43**

**CONTRACTOR PROVIDED VEHICLES COST PER HOUR:**

Vehicle A:

Description: **Starcraft Allstar Cutaway**

Cost per hour - 120 hours minimum per day: **\$ 8.93**

Vehicle B:

Description: **40' Eldorado Axxess Bus**

Cost per hour - 730 hours minimum per day: **\$ 19.66**

Vehicle C:

Description: **Interim Fleet - Cutaway**

Cost per hour - **\$ 8.93**

Vehicle D:

Description: **Interim Fleet - 40' Bus**

Cost per hour - **\$9.38**

Note:

*\*The combined fleet (Vehicle A / Vehicle B, Vehicle C, and Vehicle D) will run a minimum of 850 hours per day during the Interim operational period.*

**DENVER INTERNATIONAL AIRPORT  
PROFESSIONAL SERVICES CONTRACT**

**EXHIBIT F**

**INVOICE TRANSMITTAL**

CURRENT DATE 04/24/14

#1 DATE OF INVOICE  #2 CE No. 2014150016 #3 PROJECT No.  #4 INVOICE No.   
 INVOICE PERIOD: FROM  #5 DATE  TO #6 DATE

#7 PROJECT TITLE Shuttle Bus Management Services

CONSULTANT #8   
 ADDRESS #9   
 CITY, STATE, ZIP CODE #10

**TO: CONTRACT ADMINISTRATION/BUSINESS MANAGEMENT SERVICES** Agreement Begin Date #11   
**DENVER INTERNATIONAL AIRPORT** Agreement Expiration Date #12   
**8500 PENA BLVD - AOB - 8TH FLOOR - ROOM 8880** Agreement Duration in days #13 0  
**DENVER, COLORADO 80249** Days remaining in agreement #14 -41754

#15 ORIGINAL BASE CONTRACT AMOUNT	<input type="text"/>
ADDITIONAL SERVICES	<input type="text"/>
#16 ADDITIONAL AMENDMENTS	<input type="text"/>
#17 CURRENT CONTRACT AMOUNT	\$0.00

#18 PREVIOUS AMOUNT INVOICED (BASE AMOUNT)

#19 TOTAL EARNED THIS INVOICE (BASE CONTRACT)

#20 MONTHLY OPERATING COST	<input type="text"/>
#21 MONTHLY MAINTENANCE COST FOR CONTRACTOR PROVIDED VEHICLES	<input type="text"/>
#22 LIQUIDATED DAMAGES	<input type="text"/>
#23 ADDITIONAL SERVICES	<input type="text"/>
#24 TOTAL EARNED THIS INVOICE	\$0.00

#25 TOTAL EARNED BASE AND ADDITIONAL EARNED THIS INVOICE         \$0.00

#26

#27 TOTAL BILLED TO DATE	<input type="text"/>	\$0.00
#28 AMOUNT PAID TO DATE	<input type="text"/>	
#29 PENDING AMOUNTS	<input type="text"/>	
#30 DISALLOWED AMOUNT	<input type="text"/>	
#31	<input type="text"/>	
#32 BALANCE DUE	<input type="text"/>	\$0.00

#33 TOTAL AMOUNT DUE THIS INVOICE

CONTRACTOR'S STATEMENT: I hereby certify that these costs have been incurred on the performance for this contract and constitute costs under our agreement with the Department of Aviation

#34 SUBMITTED BY:  NAME  DATE

RECOMMENDED BY:   
 PROJECT MANAGER  DATE

**AMOUNT APPROVED THIS INVOICE:**

**RECOMMENDING SIGNATURES:**

\_\_\_\_\_  
 Senior Agency Budget Analyst Date

\_\_\_\_\_  
 Contracts Supervisor Date

**APPROVING SIGNATURE:**

\_\_\_\_\_  
 Director of Transportation Systems Date

**DENVER INTERNATIONAL AIRPORT**  
**SHUTTLE BUS MANAGEMENT SERVICES AGREEMENT**  
**STANDARD OPERATING PROCEDURES**

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## DENVER INTERNATIONAL AIRPORT

### SHUTTLE BUS MANAGEMENT SERVICES AGREEMENT STANDARD OPERATING PROCEDURES

#### SECTION 1 – INTRODUCTION

These Standard Operating Procedures (“SOPs”) are adopted by the Chief Executive Officer of the City & County of Denver Department of Aviation, as provided in the Shuttle Bus Management Services Agreement (the “Agreement” or “Contract”) by and between the City and County of Denver and ABM Parking Services (“Contractor”). Unless specifically stated to the contrary herein, words and phrases used in these SOPs have the same meaning as in the Agreement.

#### SECTION 2 – BUS OPERATIONS, ROUTES, AND SCHEDULES

##### A. Vehicles

Contractor shall use the vehicles listed in Attachment 1 only to provide the Comprehensive Shuttle Bus Service. Contractor shall not utilize the vehicles for any other service except as described herein, without the prior written approval of the Contract Administrator. Contractor agrees to use the vehicles and provide transportation services in a careful and proper manner and in compliance with all applicable Federal, State, and local laws and regulations relating to the possession, operation, use, or maintenance of the vehicles. Contractor shall provide accessible service to persons with disabilities in accordance with Federal and State laws and regulations, including without limitation 49 CFR § 37.33(a).

Contractor shall obtain, and make available for inspection by the Contract Administrator upon request, all necessary permits for the use of the vehicles. Contractor shall permit the vehicles to be operated only by qualified and properly trained and licensed employees.

##### B. Bus Routes: Service Intervals

As part of the Comprehensive Shuttle Bus Service the Contractor shall operate the bus routes and maintain the service interval described in this section. Each bus route shall be operated along Airport roadways and along aisles within parking facilities defined by the Contract Administrator and stop at those places designated by the Contract Administrator. The Contract Administrator may modify, expand or reduce these routes, eliminate or add additional routes, or make other changes needed, in his opinion to provide a safe, efficient, and reliable shuttle bus operation offering a superior level of service to the traveling public.

The Contractor shall assure that its bus drivers follow the routes defined by the Contract Administrator without variation and stop at all places designated by the City where passengers are waiting to be picked up or dropped off. Drivers are expected to use discretion to wait for passengers approaching designated pick up locations. When buses are fully occupied, Contractor shall ensure that supplemental buses are dispatched to pick up waiting passengers.

Contractor shall provide the Senior Vice President Parking and Transportation Systems or designee for his/her review and approval the maximum passenger capacity for each vehicle to be used to provide the Comprehensive Shuttle Bus Service. The Contractor shall not transport in any vehicle a total number of passengers which exceeds the vehicle's approved maximum capacity.

Passengers shall not be required to transfer between buses at any time unless otherwise approved by the Contract Administrator.

Contractor will develop daily, weekly and monthly schedules to detail the level of shuttle bus service for each route to maintain the service intervals provided to public parking patrons and employees being transported by the Airport shuttle bus service. The schedules will need to meet the customer service levels and service intervals for all routes.

The following time periods are designated as peak periods for the contract.

<i>Employee Routes, all days:</i>	4:00 am to 7:00 am Noon to 4:00 pm 8:00 pm to 11:00 pm
<i>Public Routes, Monday through Saturday:</i>	5:00 am to 11:00 am 5:00 pm to 11:00 pm
<i>Public Routes – Sunday:</i>	3:00 pm to midnight

The Executive Vice President or designee may amend this designation of peak periods, including adding or deleting peak periods or changing the times, by a notice in writing signed by the Executive Vicepresident or designee and delivered to Contractor.

The bus routes to be operated as part of the Comprehensive Shuttle Bus Service are:

1. West Economy Parking Lot: This route, shown in Figure 1, consists of a circuit route from the West Economy Parking Lot to the Terminal Building, and return to the lot. Specific stops are to be made at designated places in the West Economy Parking Lot and the Terminal Building. The route begins at the Terminal Building or other location designated by the Contract Administrator. The maximum service interval for any bus stop within the parking facility or at the Terminal Building shall be five (5) minutes.

2. East Economy Parking Lot: This route, shown in Figure 1, consists of a circuit route from the East Economy Parking Lot to the Terminal Building, and return to the lot. Specific stops are to be made at designated places in the East Economy Parking Lot and the Terminal Building. The Route begins at the Terminal Building or other location designated by the Contract Administrator. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be five (5) minutes.
3. Pikes Peak Parking Lot: The Pikes Peak Lot, shown in Figure 3, consists of a circuit route from the Pikes Peak Parking Lot to both the east and west sides of the Terminal Building Level 5, and return to the lot. Specific stops are to be made at designated places in the Pikes Peak Parking Lot and at the Terminal Building. The Routes begin at the respective Pikes Peak Lot entrance and exit the lot at the same end of the lot. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be ten (10) minutes.
4. Trunk-to-Trunk Service (Not now in operation): This route consists of the pick-up of passengers at a parking facility at their vehicles in the lot as directed by a Contractor dispatcher. The Contract Administrator will designate the maximum number of passenger pick ups to be made prior to passengers being transported to the Terminal Building at their requested stops. Vehicle operators shall offer to assist passengers with their luggage. This route begins at a location designated by the Contract Administrator.
5. Landside Employee Parking: This route, shown in Figure 4, consists of a circuit route from the Landside Employee Parking Lot to the of the north side of the Hotel/ Transit Center, and return to the Employee Parking Lot. The route begins at the Landside Employee Parking Lot entrance. Specific stops are to be made at designated places. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be ten (10) minutes.
6. Airside A Employee Parking: This route, shown in Figure 5, consists of a circuit route from the A/C Turnstile Building at the Airside Employee Parking Lot to the center of the Airside Concourse A ramp level and return to the A/C Turnstile Building. The route begins at the A/C Turnstile Building. This is a secure route operated on the airfield. Specific stops are to be made at designated places. The maximum service interval for any bus stop with in the parking facility or at the Airside Concourse A shall be ten (10) minutes. As designated by the Contract Administrator, during Surface Guidance Control Systems (SMGCS) conditions (low visibility), all vehicle activity will be directed to pick up and drop off employees at the Terminal Building, rather than the airfield. During De-Ice Operations the route is modified to enter through Perimeter Gate 5.
7. Airside B Employee Parking: This route, shown in Figure 6, consists of a circuit route from the B Turnstile Building at the Airside Employee Parking Lot to the ramp level of the Airside Concourse B, and return to the B Turnstile Building. The route begins at the B Turnstile Building. This is a secure route operated on the airfield. Specific stops are to be made at designated places. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be ten (10) minutes. As designated by the Contract Administrator, during Surface Guidance Control Systems (SMGCS) conditions (low visibility), all vehicle activity will be directed to pick up and drop off

employees at the Terminal Building, rather than the airfield. During De-Ice Operations the route is modified to enter through Perimeter Gate 5.

8. Air Cargo Route: This route, shown in Figure 8, consists of a circuit route from the Terminal Building, continues on to the Air Cargo Area and return to the Turnstile Building. The route begins at the Turnstile Building. This is a secure route operated on the airfield. Specific stops are to be made at designated places. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be thirty (30) minutes.
9. Mt Elbert Parking Lot: This route, shown in Figure 3, consists of a circuit route from the Mt. Elbert Parking Lot to both the east and west sides of the Terminal Building Level 5, and return to the lot. Specific stops are to be made at designated places in the Mt. Elbert Parking Lot and at the Terminal Building. The Route begins at the Mt. Elbert Lot entrance. The maximum service interval for any bus stop with in the parking facility or at the Terminal Building shall be ten (10) minutes.
10. Airside C Employee Parking: This route, shown in Figure 7, consists of a circuit route from the A/C Turnstile Building at the Airside Employee Parking Lot to the center core of the Airside C Concourse, and return to the A/C Turnstile Building. The route begins at the A/C Turnstile Building. This is a secure route operated on the airfield. Specific stops are to be made at designated places. The maximum service interval for any bus stop with in the parking facility or at the Airside Concourse A or C shall be ten (10) minutes. As designated by the Contract Administrator, during Surface Guidance Control Systems (SMGCS) conditions (low visibility), all vehicle activity will be directed to pick up and drop off employees at the Terminal Building, rather than the airfield. During De-Ice Operations the route is modified to enter through Perimeter Gate 5.
11. Special and Emergency Service:
  - a. Emergency Service: In case of an aircraft accident, bona fide emergency, or other incident at the Airport, the Contract Administrator may direct the Contractor to immediately provide two-way radio equipped buses, to assist in the evacuation of persons to a prearranged site. In addition, the Contract Administrator may direct the Contractor to participate in specialized Airport training exercises in order to prepare for emergencies. The Contractor will provide to the Contract Administrator a written report detailing the emergency services provided within twenty four (24) hours after the request.
  - b. Special Service: On occasion, the Contract Administrator may direct the Contractor to provide additional two-way radio equipped shuttle bus service for holidays or to support special events at or off the Airport. The Contract Administrator shall provide at least twenty-four (24) hours notice of such needs. The Contractor will notify the Contract Administrator immediately of all such Special requests originating from sources other than the Contract Administrator, Executive Vice President or Chief Executive Officer City and County of Denver Department of Aviation ("CEO") . The Contractor will provide to the Contract Administrator a written report detailing the special services provided within twenty four (24) hours after the services are performed.

C. Facilities and Equipment

Keys:

Keys to facilities are provided in the type and quantity as determined by the Contract Administrator. Contractor shall be responsible for the control of access to, and the security of such keys. Possession and use of keys shall be restricted to personnel who need them to perform their duties properly. The Contractor will maintain at all times a current log or master list, identifying each of its employees with keys.

The Contractor shall be responsible for immediate notification to the Contract Administrator upon discovery of loss, for the cost of the replacement of any keys and any locks damaged by the Contractor's employees. Damaged and lost keys, and other property will be subject to replacement by the Contractor. The amount of cost may vary during the term of this contract depending on labor and material changes.

Fueling Facilities:

Contractor shall use the preferred CNG fueling area located on 78<sup>th</sup> Avenue and Calawaba Street. Any costs paid by the City on account of damage caused at or to the facility by the Contractor, will be charged back to the Contractor. Contractor shall arrange for fueling of Service Vehicles if not CNG and cost shall be included in their overhead costs.

D. Meetings

Contractor's General Manager shall attend regularly scheduled meetings with the Contract Administrator to coordinate and review the services. These meetings shall be conducted no less than monthly or as desired by the Contract Administrator.

**SECTION 3 – PERSONNEL CONDUCT, APPEARANCE, AND TRAINING**

- A. All Contractor personnel will comply with the Airport Rules and Regulations and with the Contractor's general rules for employee conduct.
- B. Contractor personnel shall be clean and neat and shall deal with passengers in a prompt, polite, and businesslike manner. Contractor personnel are required to have adequate English language communications skills to accurately provide information to the public, to respond to questions from the public, and to respond to any emergency communications by telephone and/or radio.
- C. Contractor personnel shall wear uniforms approved by the CEO or designee. Uniforms shall not include any corporate or other logos/insignias unless approved in writing by the CEO or designee. All drivers shall be required to wear a name badge that clearly identifies each employee with at least their first name. Additionally, buses will be equipped with nameplate holders in which each operator will place their nameplate while operating the vehicle.
- D. All new Contractor employees will be fully uniformed within 14 days of start date.
- E. Until all new Contractor employees are fully uniformed, all new Contractor employees must wear clothing that contains the Company logo on outside of clothing and advises that new Contractor employee is in "training".

- F. The Contractor's employees will not be permitted to play music, have reading material or food, or sleep in the buses. No tipping of drivers or other Contractor personnel will be permitted. The use of personal cell phones by any Contractor personnel while on duty is prohibited.
- G. The Denver International Airport complaint telephone number will be posted in all buses. Should a passenger wish to register a complaint, the bus driver will:
  - 1. Direct the passenger to the Parking and Transportation office at 303-342-3492.
  - 2. Not argue with a passenger over a complaint or commit the City to any course of action regarding the complaint.
  - 3. Note and log all complaints driver receives on the Driver Log Sheets.
- H. Complaints concerning the Contractor's performance will be given to the General Manager to investigate and a response will be delivered to the Contract Administrator within forty-eight (48) hours after Contractor's receipt of the complaint.
- I. All lost articles will be delivered immediately by the Contractor to the DIA Lost and Found Department. The Lost and Found facility is located at the Terminal Building, Level 5 west side, Mod 1, north end. The Contractor will never retain any items left on buses and will log all items in and out to the Lost and Found Office.
- J. Drivers shall not leave vehicles unattended. In accordance with the City's Greenprint policy, vehicles shall not be allowed to idle for excessive periods while not in service.
- K. The Contractor shall assure that all personnel used in connection with his Agreement have a valid Airport photo identification badge and are wearing said badge in a visible location at all times while at the Airport.
- L. The Contractor shall be required to pay for Airport Security badges, Airport Security Plan Deposit, Airport Security Employee Deposit, and the Criminal History Checks. Costs for replacement and renewal of badges shall be borne by the Contractor or the Contractor's employee(s). Contractor shall contact the Airport Access Services Office (303) 342-4300 for any changes in badge or security related costs and/or requirements.
- M. Use of Radios: Radio communications will be maintained on the two (2) channels provided by the City. The Contractor will assure that all employees having use of a City-provided two-way radio will complete a radio-training course to be conducted by a City-authorized trainer. The trainer is to be provided by the Contractor.
- N. Specific job procedures and work methods for employees in each job classification will be established by the Contractor in writing and submitted to the Contract Administrator within fifteen (15) days after the Agreement is signed by the City.
- O. The Contractor shall establish a formal written general training for all employees and Specific training program for each job classification and maintain a current record of the training of each employee. The general training program will

include but be limited to DIA Security, and driver training, and Contractor's new employee, site specific training and Customer Service training. A training manual will be prepared by the Contractor and submitted to the Contract Administrator.

- P. The Contractor is required to provide relief personnel for absent or vacationing employees at all times. Every assignment position shall be filled each day and each shift.
- Q. If the Contractor's General Manager or Assistant Manager is absent, the Contractor shall provide a replacement that is competent and has been given the authority to carry out the duties of the position as required.

#### **SECTION 4 – VEHICLE MAINTENANCE AND CLEANING**

- A. Contractor shall provide all labor, materials, and supplies required to maintain and clean the vehicles in accordance with the schedule approved by the Contract Administrator.
- B. Contractor shall maintain the interior and exterior of all vehicles operated by it at the Airport in a safe, clean, sanitary, attractive and fully functional condition at all times, including repair of all body damage within thirty (30) days of occurrence.
- C. The Contractor shall comply with all the following maintenance requirements for all vehicles and associated equipment:
  - 1. Perform all manufacturers' recommended preventive maintenance. A record of each preventive maintenance activity performed on each vehicle will be prepared in a timely manner and made available to the Contract Administrator during regular business hours upon request. The Contract Administrator's review may be made without advance notice.
  - 2. Inspect each vehicle weekly for mechanical, safety and appearance items. A checklist, the format of which shall be subject to the advance written approval of the Contract Administrator, will be prepared for each vehicle for each inspection. These records must be kept in an organized manner and made available to the Contract Administrator during regular business hours upon request. The Contract Administrator's review may be made without advance notice.
  - 3. Perform a daily safety inspection of all vehicles and associated equipment to be used to provide Comprehensive Shuttle Bus service. A record of these inspections shall be maintained by the Contractor and made available for the Contract Administrator's inspection during normal business hours upon request without advance notice.
  - 4. Make repairs needed due to normal wear and tear. The Contract Administrator has the right to inspect vehicles and associated equipment and order repairs.
  - 5. Make repairs needed due to accidents within thirty (30) days of accident.
  - 6. Maintain an adequate supply of spare parts to conduct repairs as quickly as possible or as instructed by the Contract Administrator.

7. Use only Contract Administrator-approved outside sub-contractors, third-parties, suppliers, and vendors to perform work on vehicles and associated equipment. The Contractor shall provide a list of proposed vendors at the start of the Contract for the Contract Administrator's approval. The Contractor may also recommend other vendors for approval during the term of the Contract.
  8. Perform exterior washing and cleaning of all Vehicles as needed to maintain a first class appearance. The Contract Administrator shall have the right to inspect vehicles at any time, without advance notice, and require the Contractor to wash and clean them within 24-hours of notice.
- D. The Contractor shall provide the Contract Administrator each day a list of all vehicles not available for service (i.e., down vehicles) and the reason they are not available for service. Contractor shall notify the Contract Administrator of any anticipated downtime of more than five (5) days, the reason for the extended unavailability of the vehicle, and the plan for rectifying the situation. Cannibalization of any vehicle for parts to be used on another vehicle is strictly forbidden unless authorized by the CEO.
- E. DEN shall provide the Contractor with designs depicting the proposed exterior design, artwork, and color schemes and sample colors for his approval at least thirty (30) days prior to the purchase or lease of any buses to be used to provide the Comprehensive Shuttle Bus Service. Contractor shall not use the DIA Logo or the words "Denver International Airport" unless the CEO or designee approves, in writing, the layout, location, color, size and materials used for such use. The Contractor shall immediately remove all DIA logos, names or words from the exterior and interior of each vehicle which is removed from service at the Airport, whether or not Contractor retains ownership or possession of such vehicle.
- F. Advertising copy shall not be placed within the interior or on the exterior of any vehicle except with the express, written permission of the CEO of Denver International Airport or his/her designee. If the CEO or designee wishes to have advertising placed on the vehicles, the CEO or designee will determine the disposition of advertising revenues received. The City will have the responsibility to place advertising for Denver International Airport or sell advertisements on the vehicles to potential advertisers, execute advertising contracts, provide the advertising materials to Contractor, and provide for the billing and collection of all advertising fees. It is not the intent of this Contract that the Contractor should receive such advertising revenue. Contractor will be reimbursed for any reasonable expense it may incur in the installation or maintenance of such advertising. Such reimbursement shall be requested, in writing, for approval by the Contract Administrator.
- G. The Contract Administrator shall have the right at any time to conduct general inspection of the Contractor's or any subcontractor's operations, equipment, and personnel. In addition, Contractor shall submit to the Contract Administrator an annual written inspection report for each of the vehicles used to provide Comprehensive Shuttle Bus service. The inspection of the vehicles is to be performed by a qualified third party which shall be subject to the prior written approval of the CEO or designee. The cost of the inspections shall be borne by

Contractor and the inspection shall be performed annually for the full term of this Contract within thirty (30) days of the end of each Contract year, and any extensions thereof. A copy of the report shall be provided to the Contract Administrator within one (1) business day. All deficiencies in the equipment identified in the inspection report shall be corrected at Contractor's expense within thirty (30) days of receipt by the Contract Administrator of the inspection report. A written report evidencing the Contractor's corrections to identified deficiencies shall be provided to the Contract Administrator. The inspection shall cover safety, mechanical, body/interior condition and standards of the State DMV and PUC. Contractor shall be required to make available to the inspector all records of the maintenance performed on vehicles.

- H. Regular vehicle cleaning and inspection is required. At a minimum:
1. During operations on each shift, Contractor shall make periodic inspections of vehicle interiors, pick up newspapers and other trash from the floors and seats, remove any debris and spilled liquids, and note and report any projecting metal, loose trim strips, or damaged floor tread which may present a safety hazard to passengers.
  2. Contractor shall perform daily interior cleaning of all vehicles, to include, at a minimum, removal of debris or trash, sweeping the floor, spot mop or clean any areas in which liquids have been spilled, wiping down of windows and seats.
  3. At least twice weekly, Contractor shall wash the exterior of vehicles including wheels, clean all windows inside and out, including all window sills, remove gum and stains from the floor and seat, wet mop and dry the floor, spot clean and damp wipe seats, walls, doors, air conditioning modules, baggage racks and handrails, clean dashboards and vacuum carpeted areas.
  4. Contractor will clean the exterior and interior of all shuttle busses over a five (5) day rotating schedule.
  5. Contractor will keep records of how many shuttle busses were cleaned (exterior) on a per-day basis and will make these records available to the City at all times.
  6. Contractor will keep records of how many shuttle busses were cleaned (interior) on a per-day basis. These records will also be available to the City at all times.
  7. Any shuttle bus that is considered "down" for maintenance or repair will be fully cleaned (interior and exterior) before being returned to service.

## **SECTION 5 – ACCIDENTS**

- A. Accidents and incidents will be reported immediately to the Contract Administrator followed by a written report to be included with the Weekly Master Report.

- B. Contractor employees will report all accidents to the General Manager or his/her representative who will notify the Denver Police Department at DIA (303) 342-4211. The Contractor is responsible to ensure an Accident Report or Incident Report is completed by the police officer as well as to assure that all DOT and Airport requirements are immediately met. Additionally, the Contractor will provide an Accident Report Form for its own records and will supply a copy of that form to the Contract Administrator within twenty four (24) hours of the accident.
- C. Contractor's policy and procedures for reporting accidents and incidents will include prompt notification and involvement of the appropriate agencies at the Airport.
- D. Contractor will report any shuttle bus accident(s) to Maintenance Control.
- E. A "chargeable" accident is damage to a shuttle bus or City property that is estimated at \$750 or more for repair cost purposes.
- F. A "non-chargeable" accident is damage to a shuttle bus or City property that is estimated at \$749 or less for repair cost purposes.
- G. For purposes of determining vehicle damage repair costs, the Contractor will provide the City with one estimate from a vendor of their choice.
- H. Three (3) "non-chargeable" shuttle bus and/or City property accidents, or a combination of both, will count as one (1) "chargeable" accident for Liquidated Damages purposes.
- I. Three (3)"non-chargeable" accidents involving one (1) shuttle bus will require that shuttle bus to be immediately removed from service and repaired.
- J. Any "chargeable" accident being subrogated by Contractor will be considered "pending" until "fault" has been determined. If Contractor is found to be "at fault", the accident will then count toward the total number of accidents in the quarter (for Liquidated Damages & Incentive purposes) in which the determination of "fault" was made.
- K. The Liquidated Damages Assessment will be based on four (4) 20,000.00 hours periods for the Incentive, eight (8) chargeable accidents per quarter and the Liquidated Damages on the monthly basis, two (2) per month or six (6) per quarter.

## **SECTION 6 – REPORTS AND MANUALS**

- A. Operations Manual: Contractor shall develop and submit to the Contract Administrator for review and approval no later than thirty (30) days prior to the start of the Comprehensive Shuttle Bus Service an Operations manual that describes method and procedures to be used to provide, maintain, and operate the passenger and employee shuttle bus services. In the manual, at a minimum, Contractor shall describe the following:

1. Driver safety
  2. Procedures for operating buses on the airfield (secure routes)
  3. Procedures for operating buses landside
  4. Bus servicing and safety
  5. Customer service/awareness and public relations including a program to respond to and track customer complaints
  6. Records keeping
  7. Vehicle accident claims procedures, records, and reporting
  8. Working with disabled passengers and employees
  9. Specific job procedures and work methods for employees in each job classification
  10. Training program
  11. A business plan for emergencies. This will include, but is not limited to, fire evacuation, bomb threat, chemical spills, accidents and tornado occurrence. The plan should make allowances for the customers in the care of the Contractor and bystanders.
- B. Accident Report: The Contractor will report all accidents on an Accident Report and with the Denver Police Department at DIA. A statement regarding all accidents will be written by all concerned and turned into the Contract Administrator within twenty-four (24) hours of the accident.
- C. Weekly Master Report: The Contractor will provide a summary of:
1. Passenger count by route, by hour, by day and by direction of travel.
  2. Daily shift staffing levels, actual vs. schedule.
  3. Daily vehicle status and daily status of City or Contractor provided equipment or facilities..
  4. Daily list of complaints and action taken to resolve complaints.
  5. Deviations from scheduled service and service intervals
  6. Special and Emergency Operations
- D. Employee Parking: On the 20<sup>th</sup> of each month, The Contractor will provide the Contract Administrator a list of the Contractor's employees requiring parking permits for the subsequent month.
- E. Monthly Billing Reports:
1. The Contractor shall submit a monthly invoice to the City, detailing its actual bus hours performed by route and vehicle type for the month in question, and accompanied by supporting documentation satisfactory to the City.
  2. The City may deduct from any amounts due to the Contractor, the insurance deductible costs payable by the Contractor for damage to the

City's property. The City will provide a statement of such costs to the Contractor when any such deduction is made.

3. Contents of a Monthly Billing from Contractor (Use this as a checklist for submission of any monthly billing):
  - a Signed cover transmittal letter on company letterhead with the Contract number and applicable month.
  - b Invoice that indicates a breakdown of the Contractor's provided shuttle bus services by route and vehicle type.
  - c Original approved budget for the month signed by Contract Administrator
  - d Budget variance for the month (in same format of Budget). Include an explanation letter for any exceptionally high variances.
  - e Provide Monthly Reports for the following:
    - i. Total Cost Per Route
    - ii. Passenger Count by Route
    - iii. Hours Billed per Route
    - iv. Cost per Passenger per Route
    - v. Summary of Total Compliments and Complaints for System
    - vi. Summary of Total Compliments and Complaints by Route

## **SECTION 7 – LIQUIDATED DAMAGES**

### **A. Service Level Interval Assessments**

For purposes of Liquidated Damages assessments, the City will designate a “point” on each shuttle bus route to determine whether Contractor is meeting the agreed upon Service Level Intervals:

Landside > Designated “point” will be located at the shuttle entrance to the parking lot.

A Concourse > Designated “point” will be located at the shuttle entrance to the parking lot.

B Concourse > Designated “point” will be located at the shuttle entrance to the parking lot.

C Concourse > Designated “point” will be located at the shuttle entrance to the parking lot.

Pikes Peak > Designated “point” will be located at the East shuttle entrance to the parking lot.

West Economy > Designated “point” will be located at the shuttle entrance to the parking lot off of the “T” road.

East Economy > Designated “point” will be located at the shuttle entrance to the parking lot off of the “T” road.

Mt. Elbert > Designated “point” will be located at the shuttle entrance to the parking lot.

Cargo > Designated “point” will be located adjacent to the USPS facility on 75<sup>th</sup> Avenue.

- B.** The liquidated damages will only be assessed on the following routes and calculated by the use of the AVI system or NextBus system:

East Economy

West Economy

Landside and

Pikes Peak Routes and Mt Elbert.

The Contractor and City’s representatives shall review daily AVI Reports and Operating Summary Reports within five (5) business days. It is agreed to that Contractor’s and City’s representatives shall have the authority to waive any and all violations due to observed and documented justifiable service interruptions (e.g., fluctuations in schedules due to call-offs that are not replaced due to forecasted demand, road/construction work, accidents and/or forces outside of the control of the Contractor, etc.). Notated agreement to waive violations shall be made during the daily reviews.

The City will review the AVI or NextBus data for each route during designated Peak times on 20 randomly chosen dates and times throughout the month for the assessment of Liquidated Damages.

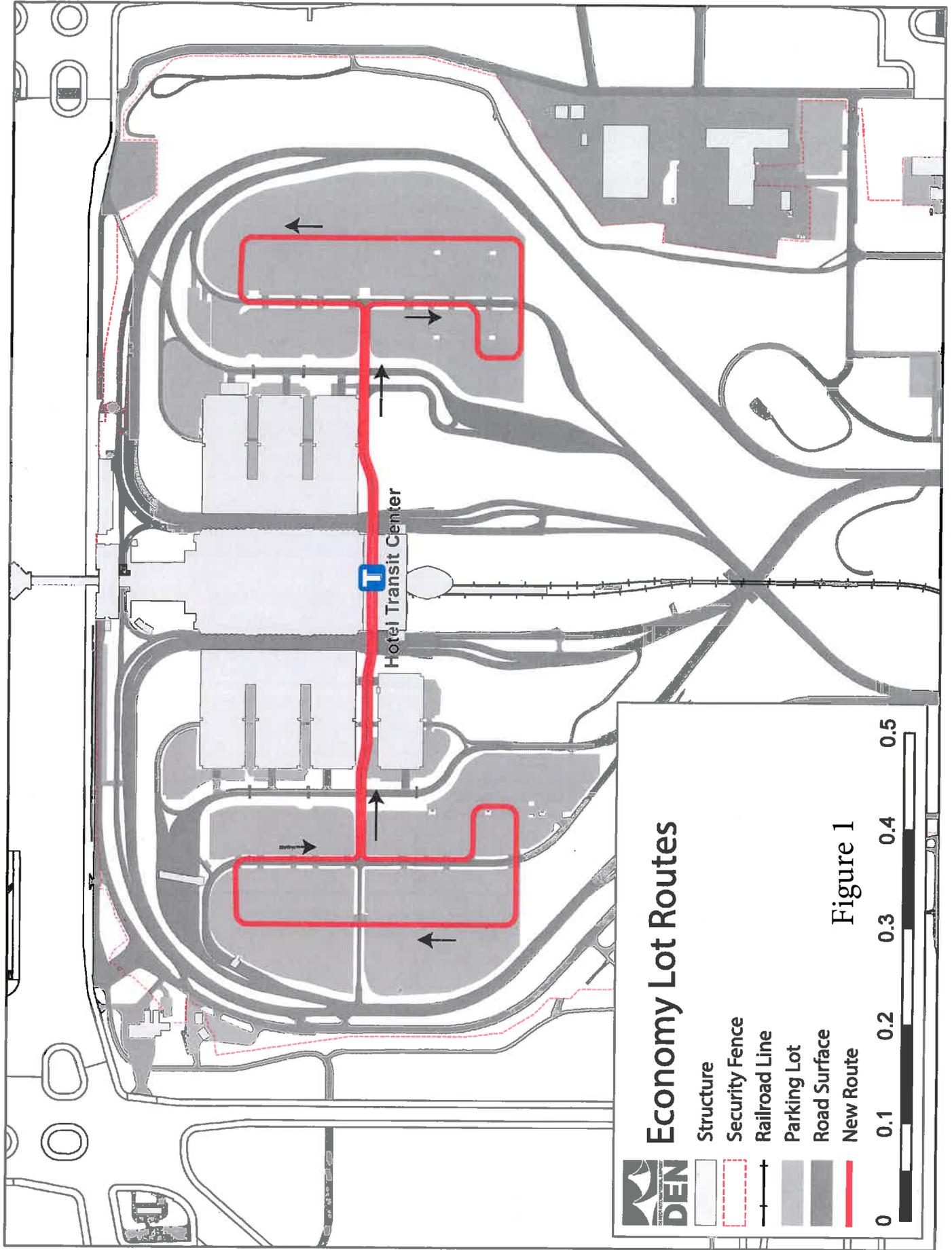
Draft Liquidated Damages assessments for each monthly period will be provided to the contractor during the first 15 days of the after the month closes. The contractor then has 15 days to dispute.

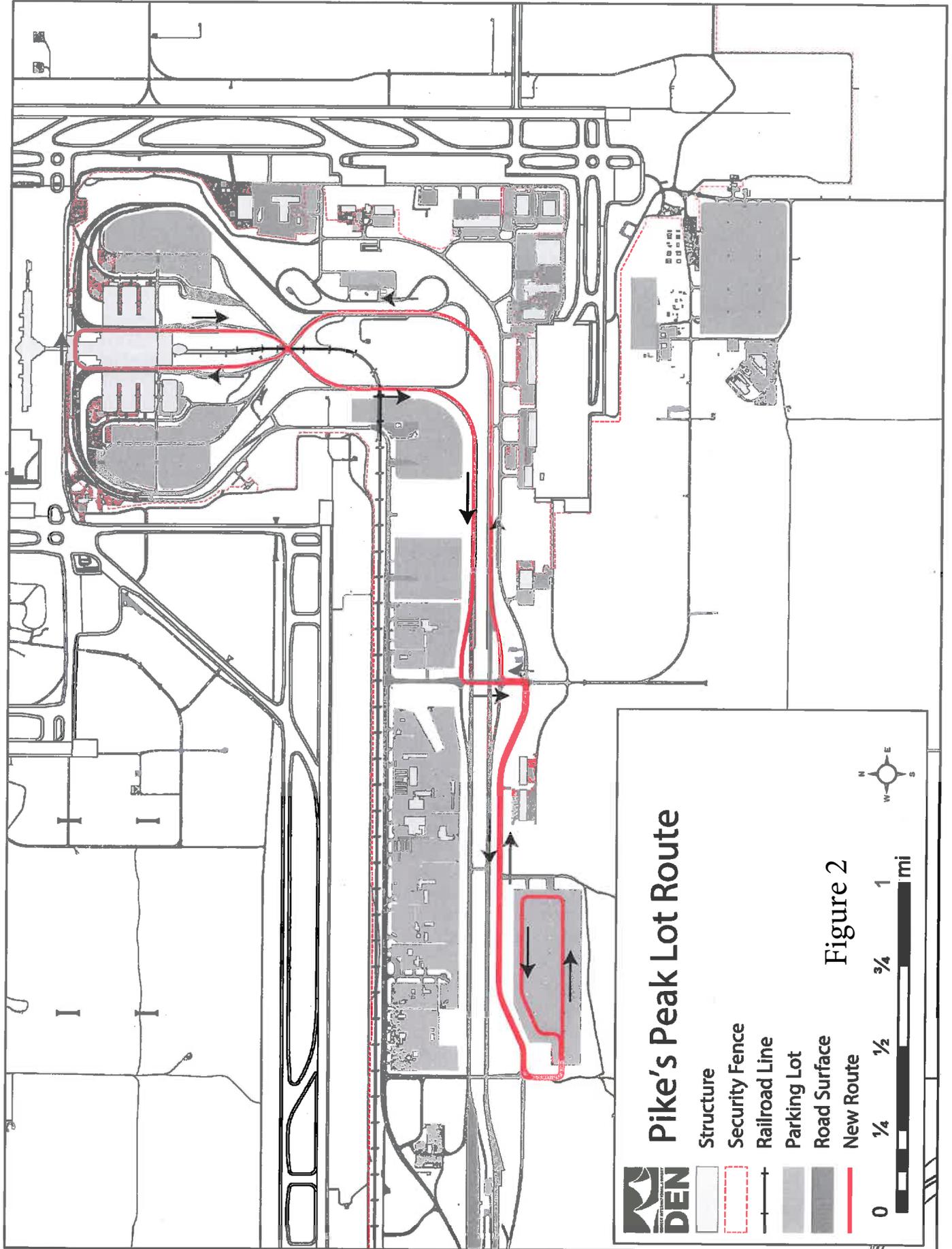
The assessment of the Monetary Liquidated Damages will be assessed on a monthly basis.

- C.** Headways

At any point during the duration of this Contract, the City or the Contractor can ask for a review of the Headway Times and Headway Violation Times. Any adjustments to the Headway Times and/or Headway Violation Times must be mutually agreed upon by both the City and the Contractor.

# EXHIBIT H



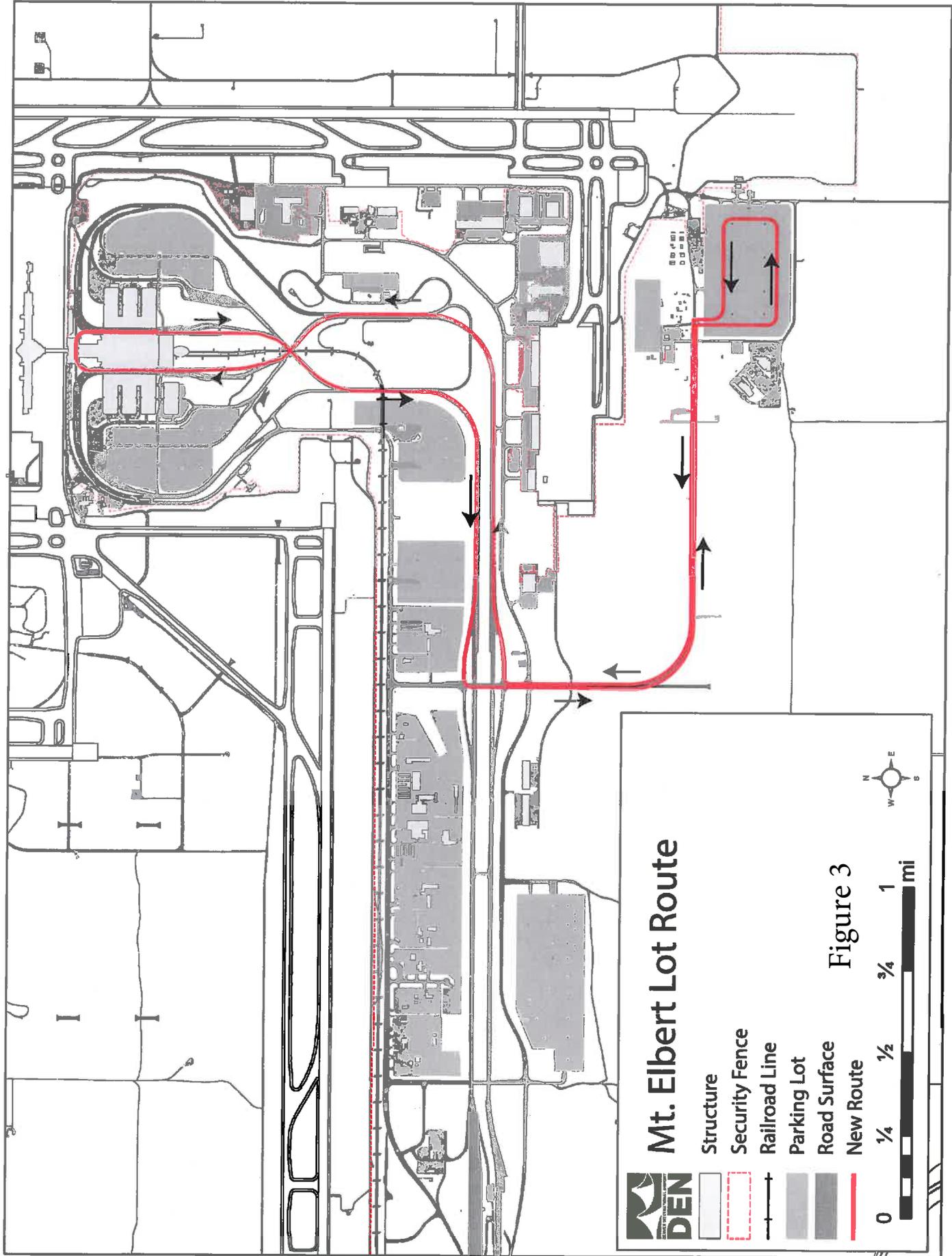


# Pike's Peak Lot Route

- Structure
- Security Fence
- Railroad Line
- Parking Lot
- Road Surface
- New Route

Figure 2





# Mt. Elbert Lot Route

-  Structure
-  Security Fence
-  Railroad Line
-  Parking Lot
-  Road Surface
-  New Route

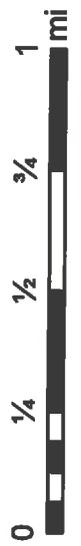
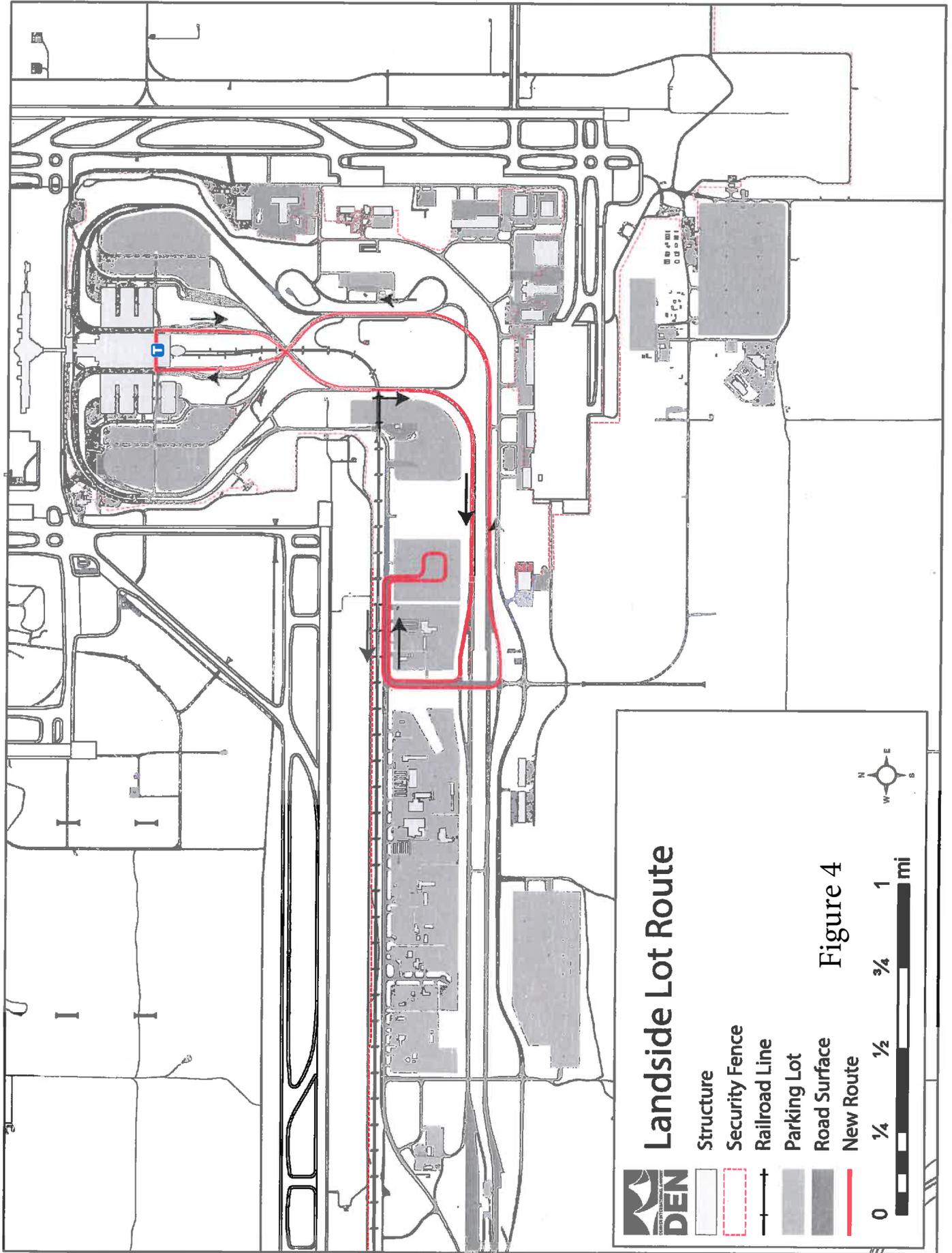
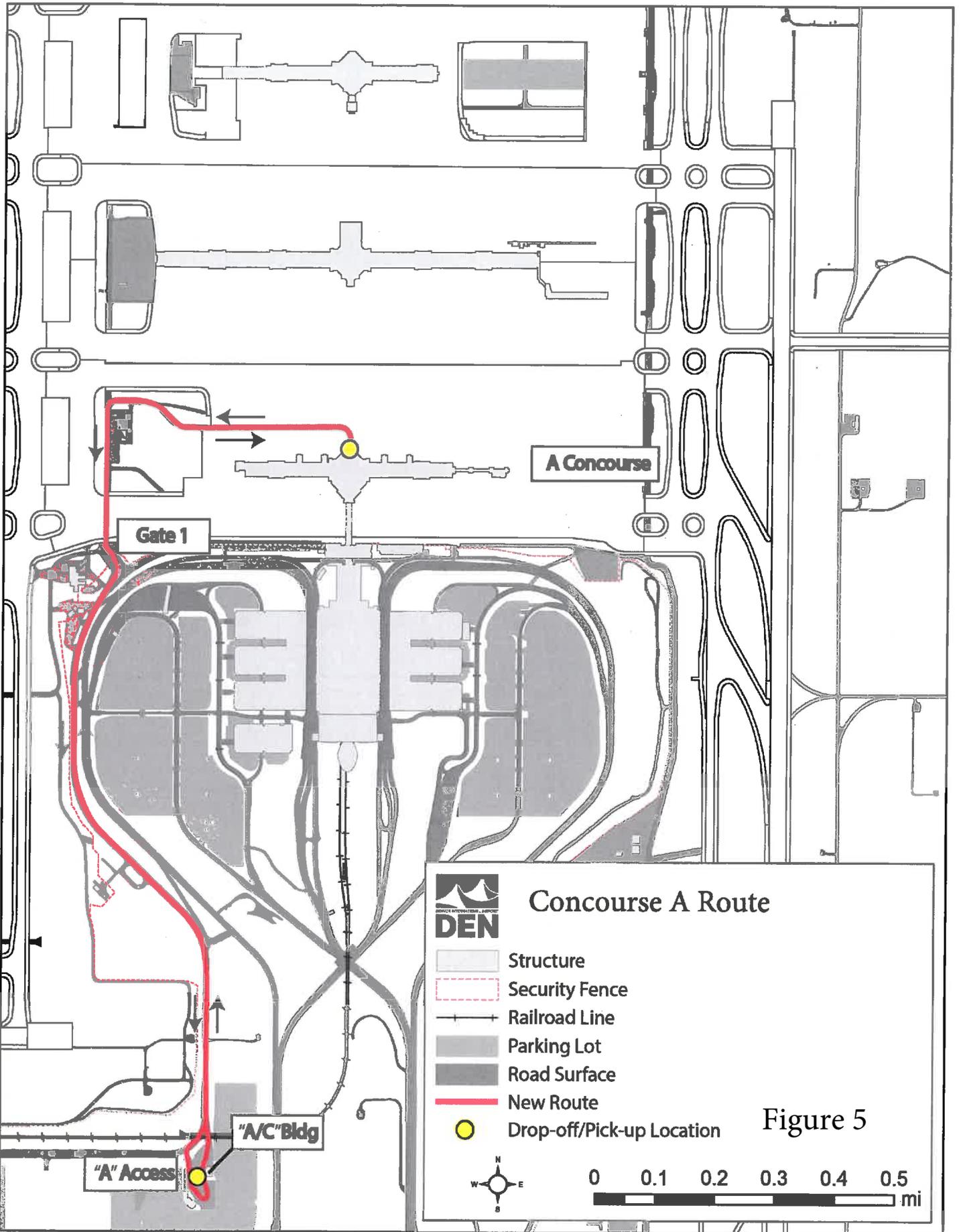


Figure 3





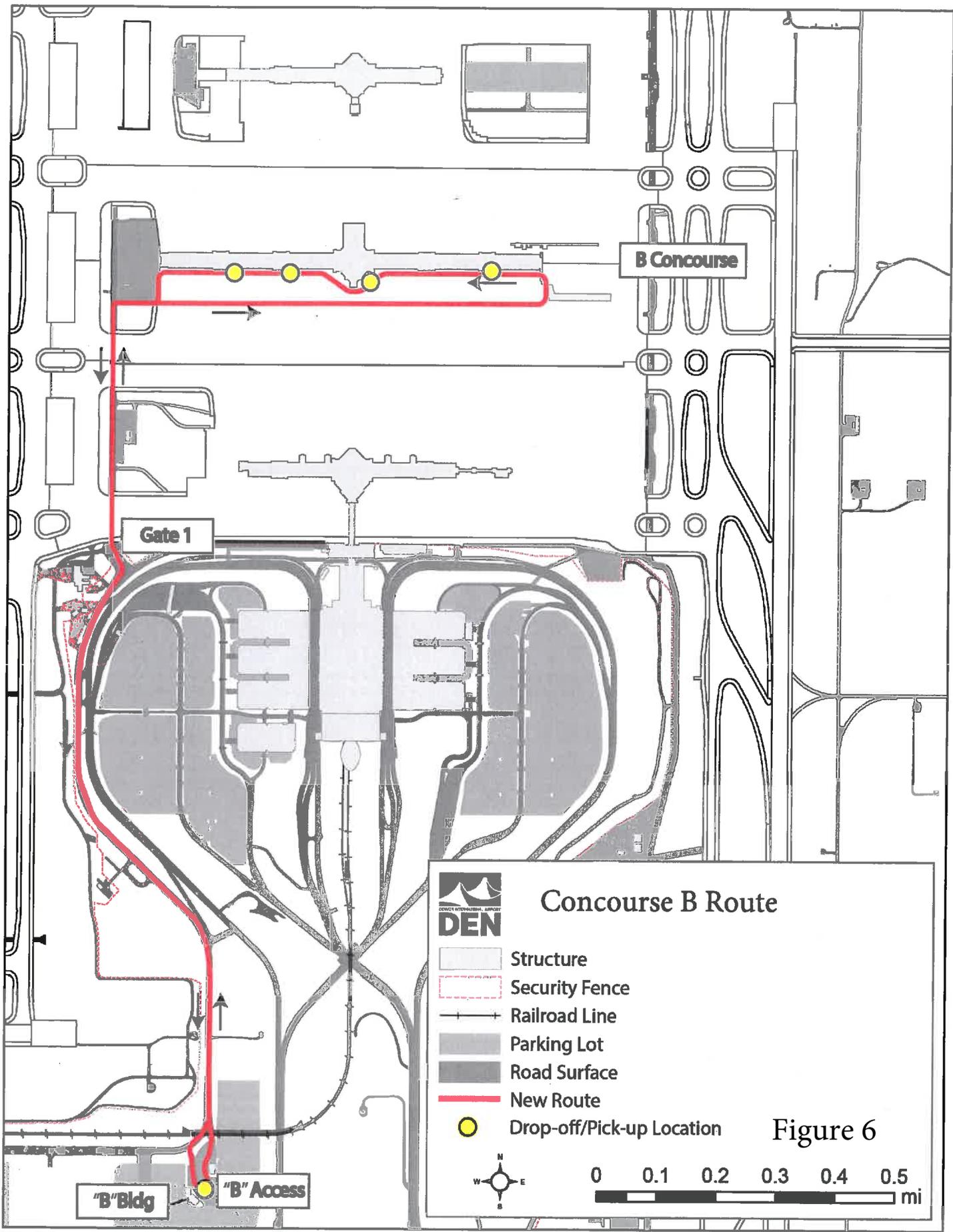
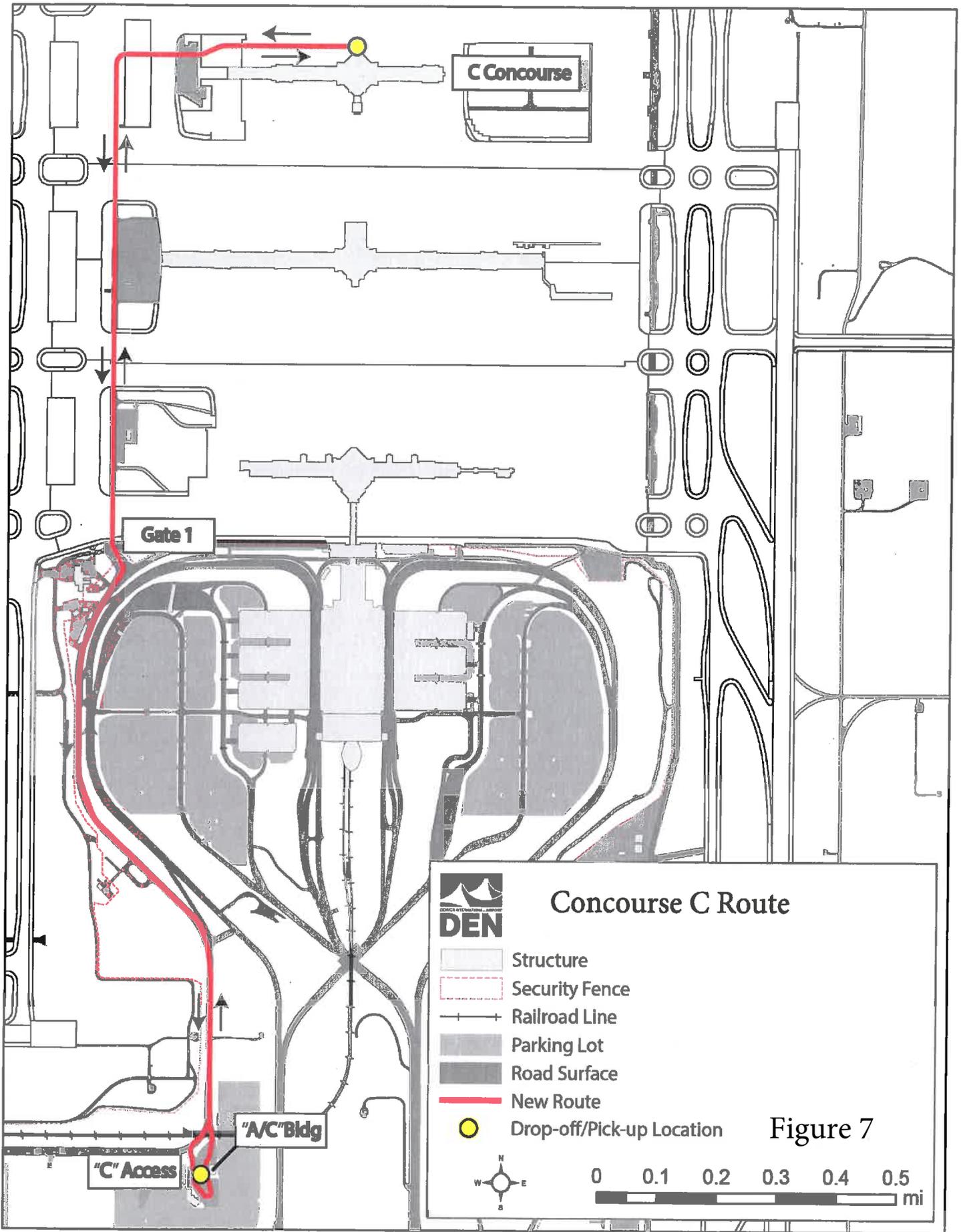


Figure 6



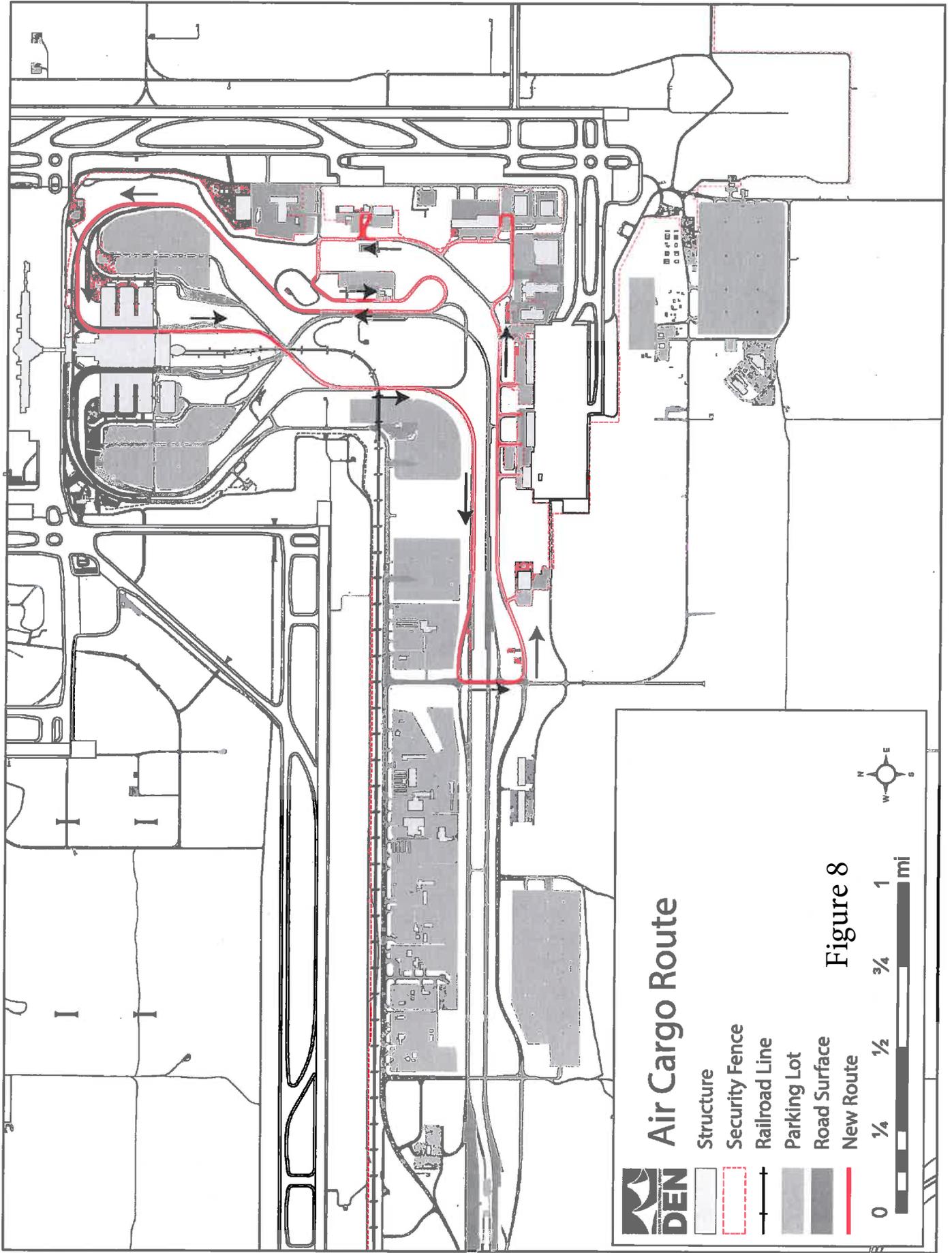
### Concourse C Route



- Structure
- Security Fence
- Railroad Line
- Parking Lot
- Road Surface
- New Route
- Drop-off/Pick-up Location

Figure 7





*(d) Proposer will develop daily, weekly and monthly schedules to detail the level of service to maintain the service intervals provided to public parking patrons and employees being transported by the Airport shuttle bus service. The schedules will need to meet the customer service levels and service intervals for all routes. The schedules will detail the level of service provided by type of vehicles detailed in Section 9 of the Sample Contract, (Attachment 3).*



Our shuttle operation at DEN airport utilize ABM's proprietary demand based operational scheduling. ABM implemented this "right-sizing" staffing algorithm in DEN in 2009 and has since implemented this approach at many airport transportation operations in the United States and the UK.

A demand based operational approach uses historical passenger data to determine the unique peaks and valleys of the system by day and by hour. Establishing the baseline number of buses needed to meet the maximum wait time is simply calculated. The art of our dynamic staffing takes the unique lopsided (terminal/lot) demands into consideration so the adequate number of buses can be scheduled properly for each lot, every day. The important thing to note when evaluating scheduling is the minimum number of buses needed to meet the stated maximum wait time does not take into consideration system demands or bus capacity; therefore, it is essential to establish the peaks and valleys within the system for every hour over a 7-day period using historical passenger data.

Based on our analysis of the current passenger trends by season, by month, by day, and by hour ABM proposes the following staffing levels for DEN's comprehensive shuttle bus system.

SEE SEASONAL STAFFING CHARTS X

**Proposed # buses per hour per route (January - February)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axess)																				Service Interval: 3-10 minutes		Totals	Weekly				
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly		
Monday		9	6	6	6	9	14	14	16	16	16	16	16	16	16	16	16	16	16	16	16	16	14	14	14	14	332	815	
Tuesday		6	6	6	6	9	14	14	14	14	16	16	16	16	16	16	16	16	14	14	14	14	14	14	14	14	315	798	
Wednesday		6	6	6	6	14	14	14	14	14	14	14	14	14	14	16	16	16	16	16	16	16	16	16	14	14	320	803	
Thursday		6	6	6	6	14	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	342	825
Friday		6	6	6	6	16	16	16	16	16	16	16	16	16	16	17	17	17	17	17	17	17	17	17	17	16	16	352	835
Saturday		6	6	6	6	9	16	16	16	16	16	16	16	16	15	15	15	15	15	15	15	15	15	15	15	15	15	326	809
Sunday		16	6	6	6	10	15	15	16	16	16	16	16	16	16	16	17	17	17	17	17	17	17	17	16	16	353	836	

		Overflow (25' Starcraft Allstar)																				Service Interval: 5 minutes		Totals	Weekly				
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly		
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar)																				Service Interval: 30 minutes		Totals	Weekly			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axess)																				Service Interval: 5-10 minutes		Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axess)																				Service Interval: 10 minutes		Totals	Weekly			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axess)																				Service Interval: 5-10 minutes		Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axess)																				Service Interval: 15 minutes		Totals	Weekly			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5721  
Daily Avg 817**

**Proposed # buses per hour per route (March - April)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axess) Service Interval: 2-10 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday		9	6	6	6	14	14	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	361	844
Tuesday		6	6	6	6	14	14	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	14	14	348	831
Wednesday		6	6	6	6	14	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	14	14	352	835
Thursday		6	6	6	6	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	16	358	841
Friday		6	6	6	6	16	17	17	17	17	17	17	17	17	17	18	18	18	18	18	18	17	17	17	16	16	367	850
Saturday		14	6	6	6	14	17	17	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	14	14	350	833
Sunday		16	6	6	6	10	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	18	18	18	17	367	850

		Overflow (25' Starcraft Allstar) Service Interval: 5 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar) Service Interval: 30 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axess) Service Interval: 5-10 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	5	131	917

		A Con (40' Eldorado Axess) Service Interval: 10 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axess) Service Interval: 5-10 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axess) Service Interval: 15 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5884  
Daily Avg 841**

**Proposed # buses per hour per route (May)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axess)																				Service Interval: 2-10 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday		9	6	6	6	14	14	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	357	840
Tuesday		14	6	6	6	14	14	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	14	361	844
Wednesday		6	6	6	6	14	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	14	357	840	
Thursday		6	6	6	6	17	17	17	17	18	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	363	846	
Friday		6	6	6	6	16	17	17	17	18	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	361	844	
Saturday		6	6	6	6	14	17	17	17	17	16	16	16	16	16	16	16	16	16	16	16	16	16	16	14	345	828	
Sunday		16	6	6	6	14	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	18	18	18	17	371	854

		Overflow (25' Starcraft Allstar)																				Service Interval: 5 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar)																				Service Interval: 30 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axess)																				Service Interval: 10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axess)																				Service Interval: 15 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5896  
Daily Avg 842**

**Proposed # buses per hour per route (June - July)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axess) Service Interval: 2-10 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday		14	6	6	6	14	14	17	17	17	18	17	17	17	17	17	17	17	17	17	17	17	17	17	17	15	365	848
Tuesday		14	6	6	6	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	15	369	852
Wednesday		9	6	6	6	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	15	361	844	
Thursday		14	6	6	6	17	17	18	18	18	18	18	17	17	17	17	18	18	17	17	17	17	17	17	16	378	861	
Friday		14	6	6	6	17	17	18	18	18	18	18	18	18	18	18	18	18	18	18	17	17	17	17	17	385	868	
Saturday		14	14	6	6	17	17	17	17	17	17	17	16	16	16	16	16	17	17	17	17	17	16	16	16	372	855	
Sunday		16	14	6	6	14	14	16	17	17	17	17	17	17	17	17	18	18	18	18	17	18	18	18	17	382	865	

		Overflow (25' Starcraft Allstar) Service Interval: 5 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar) Service Interval: 30 minutes																							Totals	Weekly		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00			
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axess) Service Interval: 5-10 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axess) Service Interval: 10 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axess) Service Interval: 5-10 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axess) Service Interval: 15 minutes																							Totals	Weekly	
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00		
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5993  
Daily Avg 856**

**Proposed # buses per hour per route (August)  
Based on passenger demand**

**Pikes Peak (40' Eldorado Axess) Service Interval: 2-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday	14	6	6	6	14	14	17	17	17	18	17	17	16	16	16	16	16	16	17	17	17	17	16	15	15	358	841
Tuesday	14	6	6	6	16	16	17	17	17	17	16	16	16	16	16	16	16	16	16	16	16	16	16	14	14	354	837
Wednesday	6	6	6	6	15	15	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	15	15	354	837
Thursday	6	6	6	6	16	16	17	17	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	15	15	359	842
Friday	6	6	6	6	17	17	17	17	18	18	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	366	849
Saturday	14	6	6	6	15	15	17	17	17	17	15	15	15	15	15	15	17	17	17	17	17	17	17	15	15	352	835
Sunday	14	14	6	6	14	14	16	16	16	17	17	17	17	17	17	18	18	18	18	18	18	18	18	18	17	379	862

**Overflow (25' Starcraft Allstar) Service Interval: 5 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

**Cargo (25' Starcraft Allstar) Service Interval: 30 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

**Tango (40' Eldorado Axess) Service Interval: 5-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday	4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

**A Con (40' Eldorado Axess) Service Interval: 10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

**B Con (40' Eldorado Axess) Service Interval: 5-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	6	116	812

**C Con (40' Eldorado Axess) Service Interval: 15 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5903  
Daily Avg 843**

**Proposed # buses per hour per route (September)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axess)																							Service Interval: 2-10 minutes			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday		6	6	6	6	14	14	17	17	17	17	17	17	16	16	16	18	18	18	17	17	17	17	17	17	17	358	841
Tuesday		6	6	6	6	14	14	14	16	17	17	17	17	17	17	17	17	16	16	16	16	16	16	16	14	344	827	
Wednesday		6	6	6	6	15	15	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	15	354	837	
Thursday		6	6	6	6	16	16	17	17	18	18	18	17	17	17	17	17	17	17	17	17	17	17	15	15	361	844	
Friday		6	6	6	6	16	16	17	17	18	18	18	17	17	17	17	17	17	17	17	17	17	17	15	15	361	844	
Saturday		6	6	6	6	15	15	17	17	17	16	15	15	15	15	15	15	17	17	17	17	17	17	15	15	345	828	
Sunday		14	6	6	6	9	11	15	16	17	16	16	17	17	17	17	18	18	18	18	18	18	18	18	17	361	844	

		Overflow (25' Starcraft Allstar)																							Service Interval: 5 minutes			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar)																							Service Interval: 30 minutes			
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axess)																							Service Interval: 5-10 minutes		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axess)																							Service Interval: 10 minutes		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axess)																							Service Interval: 5-10 minutes		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axess)																							Service Interval: 15 minutes		
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5865  
Daily Avg 838**

**Proposed # buses per hour per route (October)**  
**Based on passenger demand**

		Pikes Peak (40' Eldorado Axxess)																				Service Interval: 2-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday		14	6	6	6	14	14	17	18	18	18	18	18	18	18	17	17	17	17	18	18	18	17	17	17	376	859
Tuesday		14	6	6	6	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	365	848
Wednesday		6	6	6	6	16	16	17	17	17	18	18	18	18	18	18	18	18	18	17	17	17	17	16	15	368	851
Thursday		6	6	6	6	17	17	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	368	851
Friday		6	6	6	6	17	17	18	18	18	18	18	18	18	18	18	18	18	18	18	17	17	17	16	16	375	858
Saturday		6	6	6	6	16	16	17	17	17	17	17	16	16	16	16	16	17	17	17	17	17	16	16	16	354	837
Sunday		16	6	6	6	14	14	16	17	17	17	17	17	17	17	17	18	18	18	18	17	18	18	18	17	373	856

		Overflow (25' Starcraft Allstar)																				Service Interval: 5 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar)																				Service Interval: 30 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axxess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axxess)																				Service Interval: 10 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

		B Con (40' Eldorado Axxess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axxess)																				Service Interval: 15 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total**      **5960**  
**Daily Avg**          **851**

**Proposed # buses per hour per route (November)**  
**Based on passenger demand**

**Pikes Peak (40' Eldorado Axess) Service Interval: 2-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday	14	6	6	6	14	14	16	17	17	18	17	17	17	17	17	17	17	17	17	17	17	17	17	17	14	363	846
Tuesday	14	6	6	6	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	365	848
Wednesday	6	6	6	6	16	16	17	17	17	18	18	18	18	18	18	18	18	18	17	17	17	17	16	15	368	851	
Thursday	6	6	6	6	17	17	18	18	18	18	18	17	17	17	17	17	17	17	17	17	17	17	17	16	368	851	
Friday	6	6	6	6	17	17	18	18	18	18	18	18	18	18	18	18	18	18	18	17	17	17	16	16	375	858	
Saturday	14	6	6	6	16	16	17	17	17	17	17	17	16	16	16	17	17	17	17	17	17	17	16	16	365	848	
Sunday	16	14	6	6	11	14	16	16	17	17	18	18	18	18	18	18	18	18	18	17	18	18	18	17	383	866	

**Overflow (25' Starcraft Allstar) Service Interval: 5 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

**Cargo (25' Starcraft Allstar) Service Interval: 30 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

**Tango (40' Eldorado Axess) Service Interval: 5-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday	4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

**A Con (40' Eldorado Axess) Service Interval: 10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

**B Con (40' Eldorado Axess) Service Interval: 5-10 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	6	116	812

**C Con (40' Eldorado Axess) Service Interval: 15 minutes**

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday	2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5968**  
**Daily Avg 853**

**Proposed # buses per hour per route (December)  
Based on passenger demand**

		Pikes Peak (40' Eldorado Axxess)																				Service Interval: 2-10 minutes							
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly		
Monday		14	6	6	6	14	16	16	17	17	18	17	17	17	17	17	17	17	17	17	17	17	17	17	17	14	365	848	
Tuesday		14	6	6	6	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	16	16	365	848
Wednesday		6	6	6	6	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	15	359	842		
Thursday		6	6	6	6	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	363	846		
Friday		6	6	6	6	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	16	16	362	845		
Saturday		14	6	6	6	16	16	17	17	17	17	17	17	16	16	16	16	16	16	16	16	16	16	16	16	16	358	841	
Sunday		16	14	6	6	11	14	16	16	17	17	17	17	17	17	17	17	18	18	18	17	18	18	18	17	377	860		

		Overflow (25' Starcraft Allstar)																				Service Interval: 5 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	96	672

		Cargo (25' Starcraft Allstar)																				Service Interval: 30 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	24	168

		Tango (40' Eldorado Axxess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		4	4	4	5	6	6	6	6	6	5	5	6	6	6	6	6	6	5	5	5	6	6	6	5	131	917

		A Con (40' Eldorado Axxess)																				Service Interval: 10 minutes						
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly	
Monday - Sunday		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	72	504

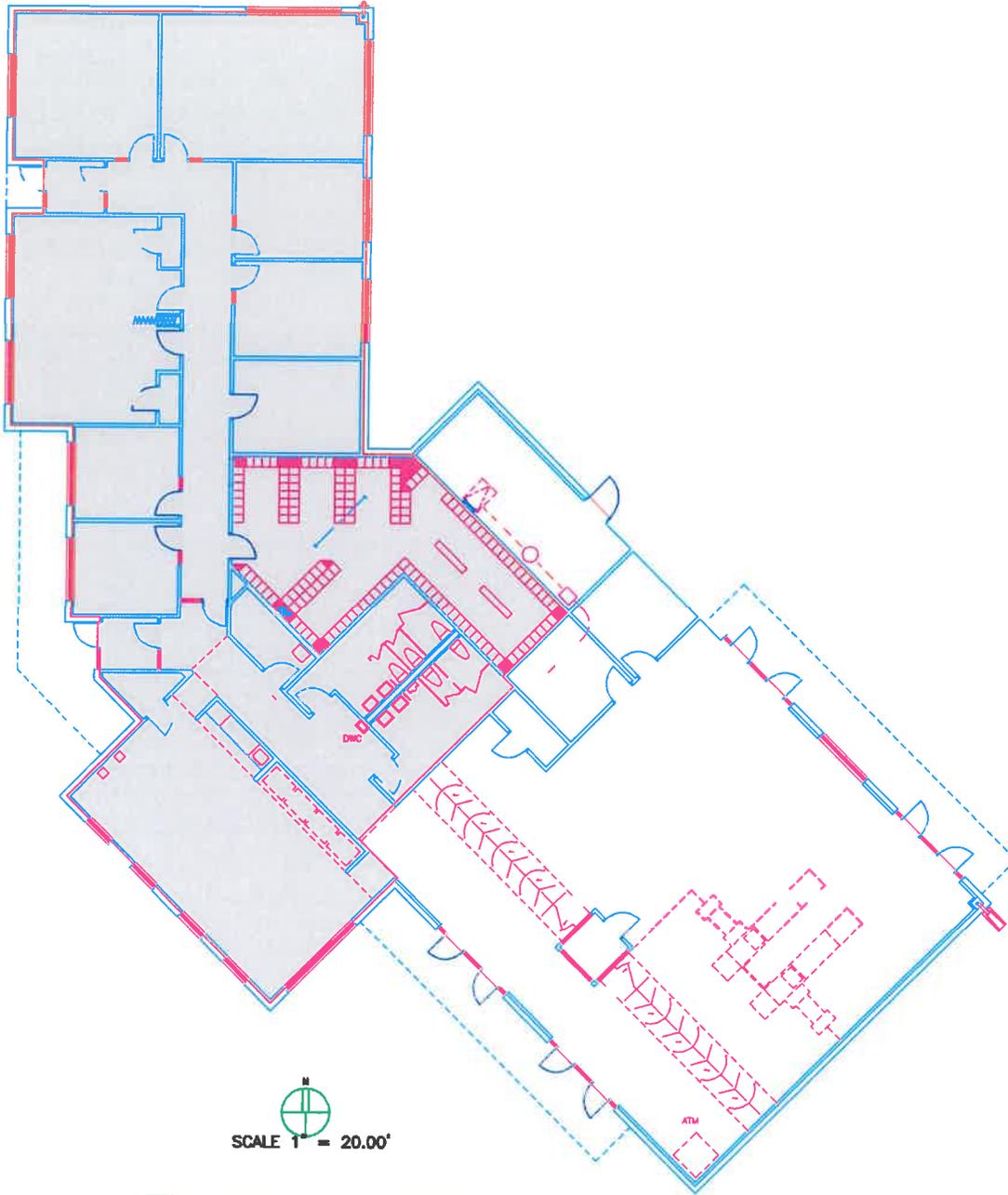
		B Con (40' Eldorado Axxess)																				Service Interval: 5-10 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	0	0	0	3	5	7	5	5	5	5	5	5	7	7	7	6	6	6	6	6	6	6	6	116	812

		C Con (40' Eldorado Axxess)																				Service Interval: 15 minutes					
		0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Totals	Weekly
Monday - Sunday		2	2	0	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	44	308

**Weekly Total 5930  
Daily Avg 847**

Matching our bus supply with the passenger demands throughout the system requires forward thinking and planning because the base model does not fully account for holidays, special events, or temporary changes to the system that influence passenger demands. Our dynamic approach allows us to efficiently transport passengers no matter the circumstances influencing the demand, this flexibility is unmatched when compared to a static scheduling system.

The operational and budgetary efficiencies created by employing a dynamic staffing approach are also significant. For example, in 2008, we transported 7,062,311 passengers and operated 433,957 driver hours. In 2014 we transported 7,313,240 passengers and operated 330,264 driver hours, resulting in a 3.5% passenger increase and 24% driver hour decrease. The original operational approach in 2008 and contracted bus hours for DEN was reduced 16% by implementing our by day, by hour dynamic schedule, resulting in millions in financial savings. In addition, our services adjust to the peaks and valleys within the system, meaning we have resources to respond to actual customer needs, improving our overall customer experience. Dynamic staffing is pivotal in airport shuttle operations because the demands vary by day and by hour. As evidenced by actual results experienced here in DEN, ABM's logical and quantitative proposed staffing plan has provided DEN many benefits and will continue to support DEN into the future.

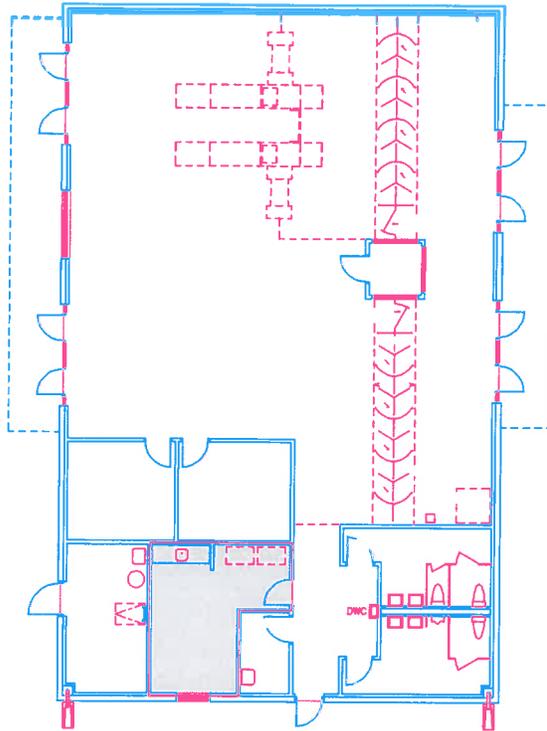


SCALE 1" = 20.00'



NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT K BUILDING "B" FLOOR PLAN 5182 SQ. FT.	
			CC#:	DATE: 1/16/01

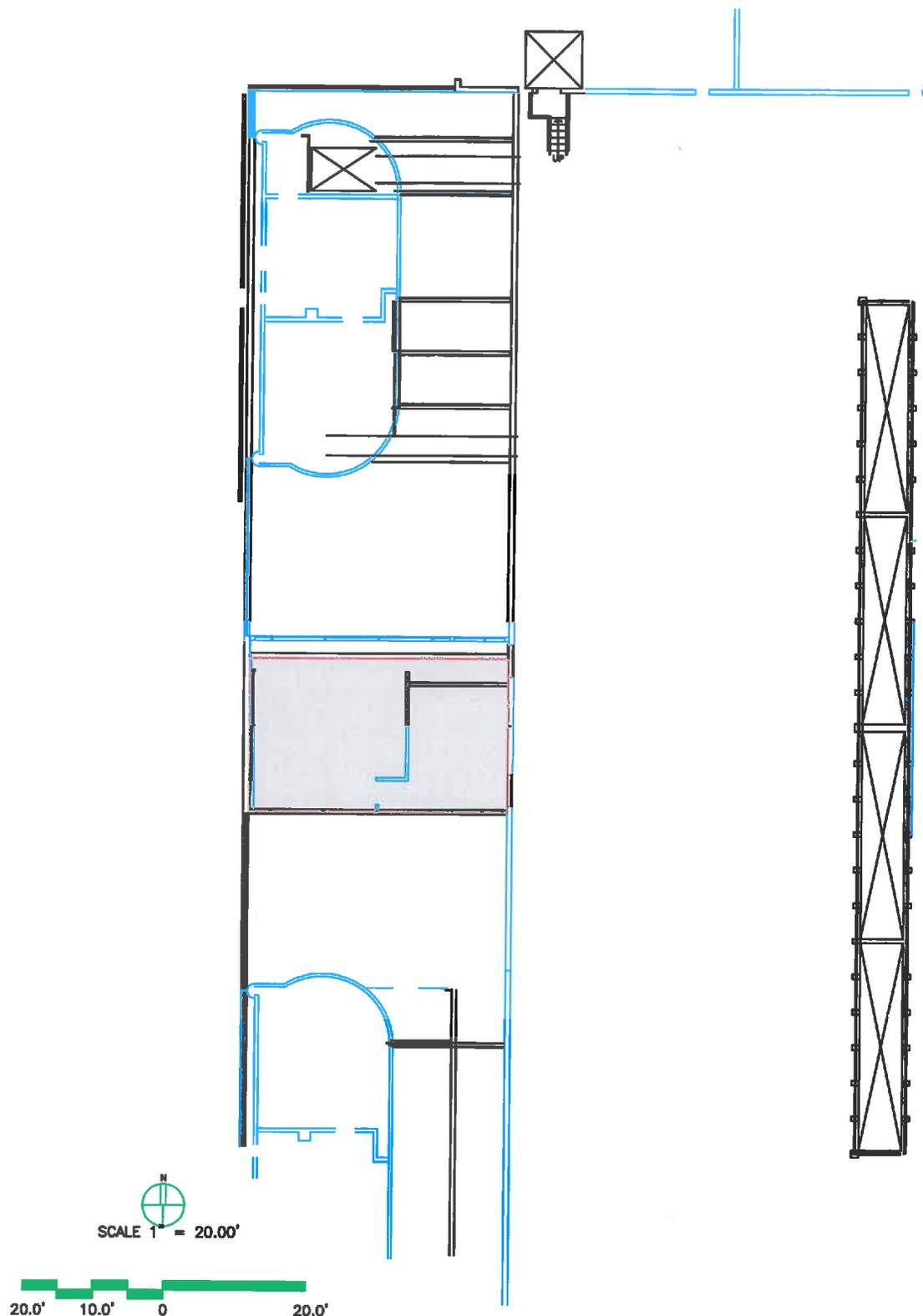


SCALE 1" = 20.00'



NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT K	
			BUILDING 'A' FLOOR PLAN	
			204 SQ. FT.	
		CC#:	DATE: 6/19/07	



NOTE: This exhibit depicts only square footage of leased area based upon planning data and is not intended to address construction details.

		REVISED	DENVER INTERNATIONAL AIRPORT	
			EXHIBIT K TERMINAL LEVEL 4 -FORMER QUICK PACK 790 SQ. FT.	
			CC#:	DATE: 6/19/07

## APPENDIX A

### COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex 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 Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Acts and Regulations relative to nondiscrimination 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, Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, 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 nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, 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 such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX C

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term “sponsor” will mean City.

Contractor, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

## **APPENDIX D**

### STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term “sponsor” will mean City.

- A. Contractor for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
  
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

## APPENDIX E

### TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Second Party and the term "sponsor" will mean City.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination 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;
- 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 1 00-209), (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 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).