

ON-CALL INNOVATION PARTNER AGREEMENT

BETWEEN

CITY AND COUNTY OF DENVER

AND

SITA Information Networking Computing USA, Inc.

**AT
DENVER INTERNATIONAL AIRPORT**

AGREEMENT

THIS ON-CALL INNOVATION PARTNER AGREEMENT (Contract Number PLANE-201626228-00) (“Agreement”), made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and **SITA Information Networking Computing USA, Inc.**, a Corporation organized under the laws of Delaware and authorized to do business in Colorado (“Consultant”), Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”), and is seeking an Innovative Partner to provide consulting services to assist DEN with the implementation of its strategic objectives utilizing innovative, technology-based solutions at Denver International Airport; and

WHEREAS, the City issued an RFP for Innovation Partners and Consultant submitted its proposal dated [DATE OF PROPOSAL] in response thereto (“Consultant’s Proposal”, which is hereby incorporated herein by reference); and

WHEREAS, the Consultant is qualified and ready, willing and able to provide the requested professional services to the City, in accordance with the terms of this Agreement;

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

1. LINE OF AUTHORITY:

The City's Chief Executive Officer of the Department of Aviation, her designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates her authority over the work described herein to the Airport’s Senior Vice President – Technologies and Senior Vice President – Operations (the “SVPs”) as the CEO's authorized representatives for the purpose of administering, coordinating and approving work performed by the Consultant under this Agreement. The SVPs’ authorized representative for day-to-day administration of the Consultant's services under this Agreement is the Project Manager. The Consultant shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the SVPs may rescind or amend any such designation of representatives or delegation of authority and the SVPs may from time to time designate a different individual to act as Project Manager, upon notice to the Consultant.

2. SCOPE OF WORK:

A. The Consultant, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Consultant shall provide the goods and services necessary to perform the obligations more fully described in the attached **Exhibit A**,

Statement of Work (the “Work”). The City shall authorize specific engagements with the Consultant by placing a written order which will contain, at a minimum, a description of the work to be performed and the rate to be charged. Such written orders shall be identified as a “Task Order” or “Order”. By way of description and not by limitation, Orders may include some or all of the following elements: a specific scope of work (“SOW”) that outlines the work effort for the Order, project management engagement methodology, resources needed, deliverables, schedule, and price. Upon issuance to the Consultant, each Order shall be incorporated herein as a part of this Agreement (a “Contract Document”). The Consultant agrees that during the term of this Agreement it shall fully coordinate its work under all Orders with any person or firm under contract with the City doing work or providing services which affect the Consultant’s services. The Consultant shall faithfully perform the work described in any and all Orders in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in an Order.

B. Additional Services: The Consultant may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVPs determine to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional scopes of work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Consultant shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVPs. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. The Consultant shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement. Time is of the essence in this Agreement.

3. TERM:

The Term of this Agreement shall commence on the Effective Date, and shall terminate **three (3) years thereafter**, unless sooner terminated in accordance with the provisions of this Agreement. At or before the expiration of the Term, this Agreement may be extended by written amendment for an additional two (2) years. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Consultant, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

4. COMPENSATION AND PAYMENT:

A. Fee: The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates and costs set forth on **Exhibit B, "Rates"** and as may be further described herein or in an Order.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the SVPs.

C. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of Five Million Dollars and 00 Cents (\$5,000,000.00) (the "Maximum Contract Liability"). Funding under the provisions of this paragraph 4.D. may be payable from the City's Airport System Capital Replacement Fund and/or Airport Operations and Maintenance Fund. The Consultant acknowledges that the City is not obligated to execute an Order, agreement or an amendment to this Agreement for any services and that any services performed by Consultant beyond that specifically described in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated as stated herein and encumbered for the purpose of this Agreement. The Parties agree that (a) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TAXES AND COSTS:

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

B. The City shall provide to Consultant, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Consultant, the City shall reimburse Consultant the actual cost of such items.

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

6. STATUS OF CONSULTANT:

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

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Consultant has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

8. PERSONNEL ASSIGNMENTS:

A. The Consultant shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Consultant's organization. Consultant's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Consultant, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Consultant's Project Manager.

B. The Consultant may submit and the City will consider a request for reassignment of a Project Manager, should the Consultant deem it to be in the best interest of the City, the best interest of the Consultant's organization or in the best interest of the Consultant's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVPs

D. All key professional personnel identified by the Consultant will be assigned by the Consultant or subcontractors to perform work under the Work. The SVPs must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Consultant's and the sub-consultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Consultant decides to replace any of its key professional personnel, it shall notify the SVPs in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVPs, which approval shall not be unreasonably withheld. The SVPs shall respond to the Consultant's written notice regarding replacement of key professional personnel within (15) fifteen days after the SVPs receive the list of key professional personnel, which the Consultant desires to replace. If the SVPs or the SVPs' designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVPs determine that the performance of approved key personnel is not acceptable, the SVPs shall notify the Consultant, and he may give the Consultant notice of the period of time, which the SVPs consider reasonable to correct such performance. If the SVPs notify the Consultant that certain of its key personnel should be reassigned, the Consultant will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVPs' notice.

9. SUBCONTRACTORS:

A. Although the Consultant may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the SVPs or the SVPs authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the SVPs. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Consultant's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVPs shall have the right to reject any proposed outside subcontractor deemed by the SVPs, in their sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVPs shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in their sole and absolute discretion.

C. The Consultant shall not retain any subcontractor to perform work under this Agreement if the Consultant is aware, after a reasonable written inquiry has been made, that the

subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

10. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

B. The Consultant certifies that:

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

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

C. The Consultant also agrees and represents that:

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

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

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

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

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

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

11. NO DISCRIMINATION IN EMPLOYMENT:

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

12. DSBO GOALS:

The Consultant may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: *zero percent (0%)*. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Consultant must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Consultant to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

13. PREVAILING WAGES:

Employees of the Consultant or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Consultant covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Consultant's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Consultant is responsible for payment of then current prevailing wage. The Consultant may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

14. PROMPT PAY:

The Consultant is subject to D.R.M.C. Section 20-112 wherein the Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. CITY REVIEW OF PROCEDURES:

The Consultant agrees that, upon request of the SVPs, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder subject to any privilege concerns or confidential information Consultant may claim in addition to Section 27 of this Agreement

16. COORDINATION OF SERVICES:

The Consultant agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

17. INSURANCE:

A. The Consultant shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit C**, which is incorporated into this Agreement by this reference. The Consultant shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Consultant signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit C**. All subcontractors' certificates and endorsements must be received and approved by the Consultant before work commences. The City reserves the right to request copies of these certificates at any time.

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

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

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

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

18. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

19. COLORADO GOVERNMENTAL IMMUNITY ACT:

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

20. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

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

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

A. Ownership: Unless otherwise specifically set forth in an Order, the City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted

by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. Unless otherwise specifically set forth in an Order, to the extent that the Materials are not a “work made for hire,” the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Unless otherwise specifically set forth in an Order, upon the City’s written concurrence that the hardware and software are satisfactorily installed and payment to the Consultant by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B. License Grant: To the extent any Work under this Agreement shall require the City obtain any license, the form of license shall be set forth in an Order. Any such license agreement shall constitute a Contract Document hereunder.

C. Reservation of Rights: Consultant reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party’s intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Consultant has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

22. OWNERSHIP OF WORK PRODUCT:

Except as otherwise set forth at paragraph 21, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Consultant shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Consultant shall not be liable for any damage which may result from the City’s use of such documents for purposes other than those described in this Agreement.

23. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Consultant agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Consultant will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Consultant prepares any design documents which specify any material, equipment, process or procedure which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Consultant further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 18, "Defense and Indemnification," and Paragraph 20, "Intellectual Property Indemnification and Limitation of Liability," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Consultant's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

24. SOFTWARE SOURCE CODE ESCROW:

If required by the CEO or the SVPs, Consultant and City will execute a Software Source Code Escrow agreement for any software more fully described in any Order. Such agreement shall be supplementary to this Agreement and to any software license agreement between City and Consultant, pursuant to 11 United States Bankruptcy Code, Section 365(n) (11 U.S.C. §365(n)). Any such agreement shall constitute a Contract Document hereunder.

25. ADVERTISING AND PUBLIC DISCLOSURES:

The Consultant shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Consultant's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

26. COLORADO OPEN RECORDS ACT:

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

27. DATA CONFIDENTIALITY:

A. For the purpose of this Agreement, confidential information means any information, knowledge and data marked “Confidential Information” or “Proprietary Information” or similar legend. All oral and/or visual disclosures of Confidential Information shall be designated as confidential at the time of disclosure, and be summarized, in writing, by the disclosing Party and given to the receiving Party within thirty (30) days of such oral and/or visual disclosures.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party’s own information of like importance which is to be kept confidential.

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

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

(ii) was in the receiving Party’s possession prior to receipt from the disclosing Party; or

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

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

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

28. EXAMINATION OF RECORDS:

A. The Consultant agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement subject to any privilege concerns or confidential information Consultant may claim in addition to Section 27 of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Consultant involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Consultant further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

29. INFORMATION FURNISHED BY CITY:

The City will furnish to the Consultant available information concerning DEN and any such other matters that may be necessary or useful in connection with the work to be performed by the Consultant under this Contract. The Consultant shall be responsible for the verification of the information provided to the Consultant.

30. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Consultant, and with cause on ten (10) days written notice to the Consultant. However, nothing herein shall be construed as giving the Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Consultant is discharged before all the services contemplated hereunder have been completed, or if the Consultant's services are for any reason terminated, stopped or discontinued because of the inability of the Consultant to provide service under this Agreement, the Consultant shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Consultant is using by whatever method it deems expedient, and the Consultant shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Consultant shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Consultant shall be entitled to reimbursement for the reasonable cost of the Work performed by Consultant and accepted by City to the date of termination and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Consultant shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

31. RIGHTS AND REMEDIES NOT WAIVED:

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

32. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

33. NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Consultant to: CEO, Department of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: SITA Information Networking Computing
USA, Inc.
Attn: ASL Contract Management
3100 Cumberland Blvd. Suite 900
Atlanta, Georgia 30339

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

34. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Consultant that any person other than the City or the Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

35. ASSIGNMENT:

The Consultant shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by the Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

36. CONFLICT OF INTEREST:

The Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Consultant written notice which describes such conflict. The Consultant shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City. Nothing in this Agreement will prohibit Consultant from bidding wither separately or in connection with on any future contracts or bids to the City, or from delivering technology and services.

37. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law,

the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

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

C. All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

38. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

39. FEDERAL PROVISIONS:

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

40. AIRPORT SECURITY / SENSITIVE SECURITY INFORMATION (“SSI”):

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

B. The Consultant shall promptly upon notice of award of this Contract, meet with the Airport’s Assistant Security Manager to establish badging and vehicle permit requirements for the Consultant’s operations under this Contract. The Consultant shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person’s compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The

failure of the Consultant or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

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

D. The Consultant shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Consultant fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Consultant under this Contract.

E. Consultant 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. Consultant specifically agrees to comply with all requirements of the applicable federal regulations and DEN Standard Policy and Procedure 10003. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the Deputy Manager or his or her designated representative.

41. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

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

42. CITY SMOKING POLICY:

Consultant acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Consultant and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

43. PARAGRAPH HEADINGS:

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

44. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

Appendix No. 1:	Standard Federal Assurances
Appendix No. 3:	Nondiscrimination in Airport Employment Opportunities
Exhibit A:	Statement of Work
Exhibit B:	Rates
Exhibit C	Certificate of Insurance
Task Order(s)	Incorporated herein by reference
License Agreement(s)	Incorporated herein by reference
Software Source Code Escrow Agreement(s)	Incorporated herein by reference

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

- Appendices No. 1 and 3
- Sections 1 through 52 hereof
- Exhibit A
- Task Order(s)
- Exhibit B
- Exhibit C
- License Agreement(s)
- Software Source Code Agreement(s)

45. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

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

46. INUREMENT:

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

47. FORCE MAJEURE:

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

48. SEVERABILITY; ENTIRE AGREEMENT:

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

49. COUNTERPARTS OF THIS AGREEMENT:

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

50. PAYMENT CARD INDUSTRY (“PCI”) COMPLIANCE:

Consultant represents and warrants that for the life of the Agreement, any software, hardware and/or services used for processing payment card transactions, as may from time to time be required or contemplated under this Agreement, shall be compliant with applicable standards established by the PCI Security Standards Council (<https://www.pcisecuritystandards.org/index.shtml>). Consultant agrees to indemnify and hold City, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees) and expenses arising out of or relating to any loss of credit card or identity information managed, retained or maintained by Consultant in the course of Consultant’s performance of this Agreement, including but not limited to fraudulent or unapproved use of such credit card or identity information. To the extent that any of the consultancy services will engage in areas of PCI, Consultant reserves the right to review and discuss City’s PCI compliance standards and Consultant’s compliance thereof.

51. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in

its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

52. CITY EXECUTION OF AGREEMENT:

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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 _____



Contract Control Number: PLANE-201626228-00

Contractor Name: S I T A INC

By: Marcia M. Gifson

MARCIA M. GIPSON
VICE PRESIDENT
SITA

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: Bridgett W. Cruse

Name: BRIDGETT W. CRUSE
(please print)

Title: EXECUTIVE ADMIN.
(please print)

BRIDGETT W. CRUSE
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
08-04-2018



APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

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

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

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

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

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

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

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

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

EXHIBIT A Statement of Work

On-Call Innovative Partner(s)

1.0 PURPOSE AND GOAL:

1.1 Purpose

Denver International Airport (DEN) is seeking an Innovative Partner(s) to provide consulting services to assist DEN with the implementation of its strategic objectives utilizing innovative, technology-based solutions. DEN intends to create a contract(s), as needed, as a result of this Request for Proposal (“RFP”) for the procurement of professional services. The On-Call Innovative Partner will provide designing, building, implementing and integrating innovative solutions that support key technologies that align with and serve DEN’s strategic planning objectives and shall include all professional services that are required to complete on-call tasks related to specific programs and projects that are determined by DEN management.

The contract(s) that result from this RFP will be collectively known as the On-Call Innovative Partner. DEN typically spends approximately \$5 to \$10 million annually for information technology professional services. There is no guarantee, however, of how much DEN will spend going forward in total, and no consultant(s) selected pursuant to this RFP is guaranteed any amount of business. DEN reserves the right to procure equipment, software and services from other sources during the term of this contract(s), as necessary, as well as to add new consultants.

The Innovative Partner agreement will be a professional services task-based contract. For each task, the consultant(s) will provide briefings, advice, or written reports as designated by DEN. The consultant(s) will provide technology services and solutions related to the planning and implementation of technical initiatives, taking into account operational, environmental, and financial considerations.

1.2 RFP Goals

DEN seeks a qualified consultant(s) that will provide a timely delivery of high-quality services at competitive prices. The selected consultant(s) will provide access to the latest expertise and technology solutions.

1.3 Professional Services Categories

The consultant(s) will be required to provide professional consulting services in the general categories identified below:

	Category
1	Analysis
2	Design
3	Facilitation
4	Program/Project Management
5	Solutions Architecture
6	Integration

1.4 Strategic Initiatives

Projects will be identified and assigned by DEN and will support the following strategic initiatives:

	Strategic Initiative
1	Investing for Sustainability
2	Operational Excellence
3	Winning the Hearts of Our Customers
4	Inspiring our Employees
5	Excelling in Finance Performance
6	Maximizing our Real Estate
7	Putting DEN on the World Map

1.5 Innovative Solutions

Innovative solutions may include and align with, but are not limited to, the following:

	Innovative Solutions
1	Multilingual Digital Signage
2	Passenger Experience and Passenger Processing

3	Sustainability
4	Security

2.0 TASK ORDERS:

The On-Call Innovative Partner(s) contract(s) will be a task-based. DEN will engage the consultant(s) via the contract mechanism to solicit task based work efforts for a fee. These types of engagements typically have a specific scope of work that outlines the work effort, project management engagement methodology, resources needed, deliverables, schedule, and price. Task Orders will be issued at a Firm-Fixed-Price to complete the scope of work.

We anticipate that the On-Call Innovative Partners will be qualified to provide complete solutions by providing information technology services as outlined in this RFP. Task Orders will be distributed among the Innovative Partners in accordance with DEN’s policies, and applicable laws and regulations of the City and County of Denver. There is no guarantee of any level of annual spending under the Innovative Partners contract(s).

Within the Innovative Partners, consultants will be selected by DEN’s Program Managers as needs arise subject to formal guidelines and oversight by the Sr. Vice Presidents, or their designee. No minimum amount of business is guaranteed to any Innovative Partner contractor under this contract(s). DEN reserves the right to procure services from other sources during the term of the contract(s) as necessary, as well as to add new consultants.

3.0 DISCLOSURE OF CONTENTS OF TASK ORDER PROPOSALS:

All task order proposals and work product of the awarded consultant(s) become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal that are designated by the proposer as Business or Trade Secrets and plainly marked “Trade Secrets”, “Confidential”, or “Proprietary.” Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, DEN will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless DEN from any claim or action related to DEN’s disclosure of such information.

4.0 PROPOSAL

4.1 Positions/Pricing

Proposers shall use this table to propose prices for the specific position classification categories that they are proposing against. **Table 1 shall be submitted as a separate electronic excel spreadsheet as part of the entire submittal package.** All pricing information shall be limited solely to this section of your proposal. The requirements have been developed to allow DEN uniformly evaluate prices submitted for the work. Accordingly, proposers should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments. These positions are considered overtime ineligible unless otherwise called out by the proposer.

TABLE 1

	Position	Hourly Rate (Not to Exceed)
1	Business Analyst	
2	Practice Lead/Management Consultant	
3	Program Manager	
4	Project Manager	
5	Solutions Architect	
6	Systems Analyst	
7	Systems Integrator	

Proposers are expected to provide hourly rates for all positions in Table 1 above. It is expected that individual rates reflect five or greater years of experience in the industry. At the time of announcing this request for proposal, it is recognized that Table 1 reflects the most common used positions in IT innovation projects, and will be used as a basis for the evaluation and award of the necessary contract(s). In addition, it is recognized that this is not intended to be an exhaustive list as specific projects and technologies are yet to be identified. DEN reserves the right to add positions on an individual task order basis when needed in order to allow the contractor(s) the necessary skill complement to complete the task.

All hourly prices quoted shall be firm and fixed for the specified contract period. DEN reserves the right to negotiate the final price of a respective candidate based on the experience of the individual candidate and resume submitted. Travel expenses will not be authorized unless they are preapproved in writing by DEN prior to expenses being incurred and invoiced.

Any omissions in this proposal shall be identified by each proposer and incorporated into their proposal.

DEN will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. DEN reserves the right to

select in part or the entire proposal. DEN reserves the right to bring on new position classifications within each category area with awarded proposers as the needs of the organization and technology industry changes warrant. DEN reserves the right to award as many Innovative Partner contracts as warranted by the needs of DEN and the ability to accomplish the objectives of this RFP.

EXHIBIT B - RATES - On-Call Innovation Partners Contract

	Position	Hourly Rate (Not to Exceed)
1	Business Analyst	\$140
2	Practice Lead/Management Consultant	\$140
3	Program Manager	\$249
4	Project Manager	\$180
5	Solutions Architect	\$113
6	Systems Analyst	\$113
7	Systems Integrator	\$180

Assumptions:

1. Hourly rates are not inclusive of travel and expenses.
2. Hourly rates quoted are firm and fixed for the specified contract period



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Willis of New Jersey, Inc. CONTACT NAME: Willis Towers Watson Certificate Center. INSURED: SITA SC. INSURER A: XL Insurance America, Inc. INSURER B: National Fire Insurance Company of Hartford.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Errors & Omissions.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: On Call Innovation Partner City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insureds as respects to General Liability and Auto Liability if required by contract.

CERTIFICATE HOLDER: City and County of Denver. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Eric Munroe

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Errors and Omissions CARRIER: Indian Harbor Insurance Company POLICY TERM: 7/1/2015 – 7/1/2016 POLICY NUMBER: MTP003508304	Technology & Professional Services: \$2,000,000 per claim Privacy & Cyber Security: \$2,000,000 per claim Media: \$2,000,000 per claim Policy Aggregate Limit: \$5,000,000 Retention: \$100,000
POLICY TYPE: Workers Compensation and Employers Liability CARRIER: Continental Insurance Company POLICY TERM: 7/1/2015 – 7/1/2016 POLICY NUMBER: 6018469321	Work Comp - Statutory E.L. Each Accident: \$1,000,000 E.L. Disease-policy limit: \$1,000,000 E.L. Disease-each employee: \$1,000,000