

AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

WHEREAS, the City desires to obtain professional curbside and public area security services, including but not limited to, terminal traffic control, protection of security access points, door alarm response, loading dock oversight, credential verification, incident resolution, patrols, visitor vetting and enforcement of DEN rules and regulations; and

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

WHEREAS, Contractor’s proposal was selected for award of the DEN Security Services – Curbside and Public Area Interface (the “**Project**”); and

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

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

1. LINE OF AUTHORITY:

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

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached *Exhibit A* (“**Scope of Work**”) and in accordance with schedules and budgets set by the City. Without requiring an amendment to this Agreement, the City may, through an authorization or similar form

issued by the CEO and signed by Contractor, make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount.

B. Special Projects. Contractor may be asked to supply supplemental personnel to assist with special projects occurring at DEN. These special projects include, but are not limited to, construction, planned events and temporary posts to meet federal guidelines or mandates. The duration of special projects will vary depending upon their nature. Personnel provided under this Section will receive specific training by DEN Airport Security, relative to the special project. Special projects billing shall be done in accordance with Section 5(F)(x).

C. Standard of Performance.

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

ii. Contractor shall be liable to the City for all acts and omissions of Contractor and its employees, subcontractors, agents and any other party with whom Contractor contracts to perform any portion of the work under this Agreement.

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

E. Subcontractors.

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

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

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

iv. Contractor is subject to Denver Revised Municipal Code ("D.R.M.C.") § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment

is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118).

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

F. Personnel Assignments.

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

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

iii. Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the Worker Retention Ordinance, D.R.M.C. §§ 58-31 through 58-34.

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

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

G. Estimated Quantities. The appropriate service and personnel needs outlined 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.

3. OWNERSHIP AND DELIVERABLES:

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

4. TERM AND TERMINATION:

A. Term. The Term of this Agreement shall commence on July 22, 2026 (the “**Commencement Date**” Date and shall expire three (3) years from the Commencement Date, unless terminated in accordance with the terms stated herein (the “**Expiration Date**”). The Term of this Agreement may be extended for two (2), one-year, options, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

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

C. Suspension and Termination.

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

ii. Termination for Convenience. The City may terminate this Agreement at any time without cause upon at least thirty (30) days’ written notice to Contractor.

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

- a. Terminate this Agreement for cause with thirty (30) days prior written notice to Contractor; or
- b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.

iv. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have fourteen (14) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).

v. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.

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

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

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

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Seventy-Nine Million Five Hundred Fifty-Three Thousand Six Hundred Fifty-Six Dollars and Twenty-Six Cents (\$79,553,656.26)** (“**Maximum Contract Amount**”). Contractor shall perform the services and be paid for those services as provided for in this Agreement, up to the Maximum Contract Amount.

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

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

D. Fee. Initial individual hourly rates and charges, including any applicable multiplier, for each contract year are set forth in **Exhibit B (“Rates”)**. The Project Manager, in their sole discretion, may annually adjust the hourly rates and/or the multiplier on the anniversary of the Effective Date, through an authorization or similar form issued by the CEO, which will be applicable to future work as further provided in authorization or similar form. The City may consult with Contractor, if and when possible, before adjusting the hourly rates and/or the multiplier.

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

F. Invoices. Contractor shall submit to the City as outlined in **Exhibit A**, a monthly progress invoice containing reimbursable costs and receipts from the previous month for professional services rendered under this Agreement to be audited and approved by the City (“**Invoice**”). Each Invoice shall provide the basis for payments to Contractor under this Agreement. In submitting an Invoice, Contractor shall comply with all requirements of this Agreement and:

- i. Include an executive summary and status report(s) that describe the progress of the services and summarize the work performed during the period covered by the Invoice;
- ii. Include a statement of recorded hours that are billed at an hourly rate;

- iii. Include the relevant purchase order (“**PO**”) number related to the Invoice;
- iv. Ensure that amounts shown on the Invoices comply with and clearly reference the relevant services, indicate the hourly rate and multiplier where applicable, and identify the allowable reimbursable expenses;
- v. For only those reimbursable costs incurred in the billing period, as outlined in **Exhibit A**, submit itemized business expense logs and, where billing is based upon receipts, include copies of receipts for all allowable reimbursable expenses;
- vi. Include the signature of an authorized officer of Contractor, along with such officer’s certification they have examined the Invoice and found it to be correct; and
- vii. Submit each Invoice via email to AccountsPayableContracts@flydenver.com.
- viii. Late Fees. Contractor understands and agrees interest and late fees shall be payable by the City only to the extent authorized and provided for in the City’s Prompt Payment Ordinance.
- ix. Travel Expenses. Travel and any other expenses are not reimbursable unless such expenses are related to and in furtherance of the purposes of Contractor’s engagement, are in accordance with this Agreement, and Contractor receives prior written approval of the SVP or their authorized representative.
- x. Special Projects. Billing for special projects will be sent directly to the party responsible (Construction Contractor, Event Staff, etc.) for payment with a copy being sent to the CSM. Billing rates for special projects will be agreed upon prior to the commencement of the special projects and must be approved, in writing, by the City. The CSM may pre-approve special project billing to be forwarded directly to the Construction Contractor from Contractor.

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

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

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

6. MWBE, WAGES AND PROMPT PAYMENT:

A. Minority/Women Business Enterprise.

- i. This Agreement is subject to D.R.M.C. Article V of Chapter 28, §§ 28-117 to 28-199, designated as (the “**Goods and Services Ordinance**”); and any Rules and Regulations promulgated pursuant thereto. Contractor’s Goal Commitment to MWBE participation for this Agreement is 5% as stipulated in the Division of Small Business Opportunity’s (“**DSBO**”) Commitment to MWBE Participation Form submitted by Contractor.
- ii. Under D.R.M.C. § 28-132, Contractor has an ongoing, affirmative obligation to maintain for the duration of this Agreement, at a minimum, compliance with the MWBE participation upon which this Agreement was awarded, unless there is a change in the work by the City under D.R.M.C. § 28-133. Contractor acknowledges that:
 - a. If directed by DSBO, Contractor is required to develop and comply with an approved Utilization Plan and the requirements therein, in accordance with D.R.M.C., § 28-129(c). Along with the Utilization Plan requirements, Contractor must establish and maintain records and submit regular reports, as directed by DSBO, which will allow the City to assess progress in complying with the Utilization Plan and achieving the MWBE requirement. The Utilization Plan is subject to modification by DSBO.
 - b. If contract modifications are issued under the Agreement, whether by amendment or otherwise, Contractor shall have a continuing obligation to promptly inform DSBO in writing of any agreed upon increase or decrease in the scope of work of such contract, upon any of the bases under D.R.M.C. § 28-133, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification of the change to the City.
 - c. If there are changes in the work that include an increase in scope of work under this Agreement, whether by amendment or otherwise, which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MWBE at the time of contract award, such change or modification shall be immediately submitted to DSBO for notification purposes.
 - d. Those amendments or other modifications that involve a changed scope of work that cannot be performed by existing subcontractors shall be subject to the original goal on this Contract. Contractor shall satisfy such goal with respect to the changed scope of work by soliciting new MWBEs in accordance with D.R.M.C. §§ 28-133.

Contractor must also satisfy the requirements under D.R.M.C. §§ 28-128 and 28-136, with regard to changes in MWBE scope or participation. Contractor shall supply to DSBO all required documentation under D.R.M.C. §§ 28-128, 28-133, and 28-136, with respect to the modified dollar value or work under the contract.

- e. Termination or substitution of an MWBE subcontractor requires compliance with D.R.M.C. § 28-136.
- f. Failure to comply with these provisions may subject Contractor to sanctions set forth in § 28-139 of the Goods and Services Ordinance.
- g. Should any questions arise regarding DSBO requirements, Contractor should consult the Goods and Services Ordinance or may contact the designated DSBO representative at (720) 913-1999.

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

C. Prevailing Wage. To the extent required by law, Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Date bid or proposal issuance was advertised: August 14, 2025.

- i. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
- ii. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
- iii. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
- iv. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints

regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing auditor@denvergov.org.

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

D. Compliance With Denver Wage Laws. To the extent applicable to Contractor's provision of Services hereunder, Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, D.R.M.C. § 58-1 through 58-26, including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

E. City Prompt Pay.

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

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

7. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

8. DEFENSE AND INDEMNIFICATION:

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

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

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

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

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

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

9. PAYMENT AND PERFORMANCE BOND:

A. A Performance Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than Two Million Dollars (\$2,000,000.00) is required of Contractor to guarantee that it will perform the work in strict accordance with this Agreement 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 Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving Contractor written notice of such default. If the City elects to extend the Agreement for additional period at the same prices, terms and conditions pursuant to this Agreement, Contractor shall obtain and submit either an extension of the existing Performance Bond or an identical Bond from another Surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to Contractor for any costs incurred or payments made by 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 local financial institution acceptable to the City in the amount of Two Million Dollars (\$2,000,000). Renewal of said Irrevocable Unconditional Letter of Credit during the term and one-year extensions, if any, of the Agreement shall be set out above with respect to the Performance, Payment, and Guarantee Bond.

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** ("**Performance Bond**"). Attorneys-in-Fact who sign a Performance Bond must file with such Bond a certified copy of their Power-of-Authority to sign such Bond that is certified to include the date of the Bond.

10. DISPUTES:

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

11. GENERAL TERMS AND CONDITIONS:

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

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

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, et. seq) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Contractor as soon as practicable.

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

E. Compliance with Patent, Trademark and Copyright Laws.

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

which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.

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

F. Notices.

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

by Contractor to:

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

And by the City to:

ACTS Airport Services, Inc.
2700 S. River Rd. Suite 211
Des Plaines, IL 60018
ATTN: Samuel Juchtman
Phone: 305-890-7917
Email: sjuchtman@acts-sec.com

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

iii. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the

electronic or software system used at the City's direction in writing for work-related communications and transmittals at the City's direction.

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

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

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

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

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

L. Cooperation with Other Contractors.

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

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

M. 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.

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

O. Labor Activity. If a strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against Contractor, resulting in the curtailment or discontinuation of services performed hereunder, the City shall have the right to employ any means legally permissible to ensure continuation of services. This shall include the use of Contractor's equipment necessary to perform the said services. The CSM shall determine, in their sole discretion, the reasonable value of said equipment for purposes of reimbursement to Contractor.

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

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

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

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

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

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

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

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

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

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

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

12. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. Diversity and Inclusiveness. The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers. Contractor shall comply the Equity, Diversity and Inclusion Plan attached as *Exhibit E* (“**EDI Plan**”). The City will monitor Contractor’s compliance with the EDI Plan. Failure to adhere to any representations, policies, or efforts contained in the EDI Plan, as determined by the City, will amount to default.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, Contractor may not refuse to hire, discharge, promote, demote, or

discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Contractor shall insert the foregoing provision in all subcontracts.

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

D. Colorado Open Records Act.

i. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("**CORA**"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

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

E. Examination of Records and Audits.

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

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

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

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

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

H. Conflict of Interest.

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

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

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

iv. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

13. SENSITIVE SECURITY INFORMATION:

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

14. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of

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

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

15. FEDERAL RIGHTS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix No. 1.

16. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

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

- Appendix No. 1: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance Requirements
- Exhibit D: Performance Bond
- Exhibit E: EDI Plan

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

- Appendix No. 1
- Section 1 through 17 hereof
- Exhibit A
- Exhibit B

Exhibit E
Exhibit C
Exhibit D

17. CITY EXECUTION OF AGREEMENT:

A. City Execution. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

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

[SIGNATURE PAGES, APPENDIX AND EXHIBITS TO FOLLOW]

Appendix No. 1

Standard Federal Provisions – (Non-AIP Funded)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including any amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by 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 Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964)) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Contractor is responsible for complying with the Federal Fair Labor Standards Act and for monitoring compliance by its subcontractors. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

Contract Control Number: PLANE-202580413-00
Contractor Name: ACTS AIRPORT SERVICES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PLANE-202580413-00
ACTS AIRPORT SERVICES, INC.

By:  _____
A1723F2BE44646F...

Name: Sam Juchtman
(please print)

Title: President & CSO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 GLOSSARY OF TERMS

- 1.) DEN or Airport: Denver International Airport.
- 2.) Part 1542: Code of Federal Regulations (C.F.R.) 49, Parts 1500 through 1562
- 3.) The City: Stands for The City and County of Denver
- 4.) SVP: Senior Vice President
- 5.) CEO: Chief Executive Officer of DEN
- 6.) CSM: Airport Security Contract Security Manager
- 7.) TSA: Transportation Security Administration
- 8.) FAA: Federal Aviation Administration
- 9.) D.R.M.C.: Denver Revised Municipal Code
- 10.) DEN Rules and Regs: Denver International Airport Rules and Regulations
- 11.) Airport Security: Division of DEN Airport Operations
- 12.) Site Director: On location Director of Contractor Operations at DEN
- 13.) Contractor: Company providing services under this Contract
- 14.) Security Officers: Employee of Contractor performing Guard Services at DEN
- 15.) ASP: Airport Security Plan

A.2 SECURITY EXPECTATION

The City is the “airport operator” of DEN and is regulated under the relevant portions of 49 C.F.R. Parts 1500 through 1562. Due to the unique nature and scope of the security objectives at DEN, it is essential that the personnel provided pursuant to this Agreement be professional, well trained, highly motivated, with minimal turnover, and directed by an engaged effective management team that strives towards continual improvement and best practices.

Contractor’s Site Director will report directly to the designated Airport Security CSM. DEN has been deemed a Category X airport with annual passenger enplanements of five (5) million or more and international passenger enplanements of one (1) million or more.

A.3 EMERGENCY 24 HOUR SERVICES

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost, except as provided herein for supplemental personnel. The names, titles, and phone numbers of the individual(s) to contact for emergency services must be kept current and made available to the CSM and other necessary personnel at all times. Individuals with these titles may be changed by Contractor with written notice to, and with approval from, the CSM.

A.4 GENERAL CONTRACTOR DUTIES, CONDUCT, EXPECTATIONS, AND QUALIFICATIONS

A.4.a. General Duties

Security Officers are responsible for monitoring public areas and may also be responsible for federal regulatory compliance (in particular Part 1542). Specific duties and post orders will vary based on the unique needs of the assignment, post, and location. It is the City's expectation that Contractor will consult and work with the City to formulate optimal post orders; however, for some locations, the post orders will be provided to Contractor. In all cases, the City will have final approval over all post orders prior to implementation. In general, duties may include, but are not limited to, the following:

1. Walking and/or driving security tours/patrols of premises and reporting suspicious behavior, activity, concerns, or damage.
 - a. Conduct and log specified activity or interval checks of facility doors, gates, access readers, bag belts, key controlled entry points, elevators, etc.
 - b. Conduct inspections and log maintenance issues of the perimeter fence and any other location posing a security concern.
 - c. Respond to access control alarms as directed by City dispatchers.
2. Permitting only authorized persons to enter restricted areas.
3. Screening and performing searches of individuals – and their property – entering designated areas to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries onto Airport property or regulated areas, using public area screening technologies. This may include their person, items of clothing, and accessible property.
4. Enforcing the DEN Rules & Regulations and issuing Violation Notices as appropriate per the City direction. Provide Part 20, Part 30, and Part 40 (DEN Rules and Regulations) enforcement assistance to Airport Operations.
5. Providing general information to the public (directions to Terminal, gates, concessions, etc.)
6. Protecting City property against fire, theft, pilferage, destruction, and vandalism by reporting any and all occurrences immediately.
7. Performing additional duties as required/requested.
 - a. Other duties may include but are not limited to special orders, additional tours of duty, additional personnel requirements, specialized duties, etc. Instructions may change at any time; however, the City will provide a 24-hour notice of such change.

- b. Additional duties may include Special Projects and Events in which the contractor will be asked to assist with special projects and events occurring at DEN and the Center of Equity and Excellence in Aviation at the Westin Hotel adjacent to the Jeppesen Terminal. These special projects and events include, but are not limited to construction, planned events, temporary posts to meet federal guidelines, regulations, or mandates. The duration of the special project or event will vary depending upon their nature. \
- i. Billing for special projects and events will be sent directly to the responsible party (CCD Airport Security, other CCD units, Construction Contractor, Event Organizer, etc.) for payment with a copy sent to the CSM. Billing rates for special projects will be agreed upon prior to the commencement of the special project or event, and must be approved in writing by the City. The City has the right to deny the Contractor from staffing the special project or event.

A.4.b. Conduct and Expectations of Security Officers

- 1. Maintain continual high standards of professional conduct while on duty:
 - a. Be courteous, polite, and professional in their duties; especially when dealing with the general public.
- 2. No visitors or guests are permitted on the job site at any time.
- 3. Be alert and awake at all times.
 - a. Contractor shall agree not to assign any person who has worked in any capacity in excess of twelve (12) hours per a 24-hour period, or sixty (60) hours per week, to perform security services hereunder, with the exception of emergency situations as stipulated by the City in writing from the CSM.
 - b. Each Security Officer must have a minimum of twenty-four (24) consecutive hours off each week.
 - c. Sleeping during shift(s) is prohibited.
- 4. Be able to perform the duties of their position, with or without reasonable accommodation.
- 5. Remain on the property while on duty, or until properly relieved by another Security Officer or a Supervisor.
- 6. Food, coffee, soft drinks, etc., are not permitted around DEN Equipment, which could include electronic screening or monitoring equipment, unless approved by the CSM. Reading material, cooking appliances, hobby craft materials, or any other non-essential materials shall not be allowed on the site unless specifically

authorized by the City.

7. Remain on active patrol, or in an approved location throughout their shift.
8. Must use any electronic device supplied by Contractor to properly document and track regulatory requirements.
9. Must follow the City policy for logging-in and maintaining passwords for City electronic equipment.
10. Be able to utilize software equipment to fulfil their job duties and are expected to learn technology specific to their role. Must respond appropriately, with both firmness and politeness, utilizing de-escalation techniques in the case of aggressive or belligerent behavior by another person. If such action does not result in neutralization of the situation, calmly refer the occupant or visitor to a supervisor for assistance. In the event of menacing or threats, contact City dispatch or call 303-342- 4211.
11. Shall not use physical force against any person, except for the use of reasonable force only to protect oneself, or another person, and then only as a last resort.
12. Prior to assignment, Security Officers must learn the building/facility layout, equipment at their assignment or post, locations of access control devices, and other emergency equipment.
 - a. Must be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
13. Sign in and out in of the Contractor's time keeping system.
14. Notations are to be made in the designated log as to the disposition of any keys, locking systems, clocks, post orders, etc., required for use at their post.
15. Courtesy.
 - a. Some facility locations are accessible to the traveling public. Although not employees of the City, the public perceives the Contractor's employees as representatives of the City. Therefore, the Contractor's interactions with the public must reflect well upon the City.
 - b. In event of lack of courtesy or responsiveness, the City may require a corrective action for the employee(s) in question and, at the City's discretion, may require removal of the employee(s) from assignment.
16. Appearance Requirements.
 - a. No Security Officers may enter duty until they have received a complete set of approved uniforms and accessories.
 - b. Security Officers are to be well groomed and display a professional appearance through cleanliness and alertness. Security Officers are expected to wear an approved identifiable uniform, which will be

- c. maintained in a clean and pressed condition. Hair is to be pulled back/away from one's face. Facial hair will be neatly trimmed. Clothing must be appropriately sized and worn as designed. Uniforms shall be clean, and free of wrinkles.
- d. Security Officers and other personnel shall display their DEN Airport ID badge at all times in accordance with DEN Rules and Regulations Part 20.
- e. Leather footwear shall be clean and in good condition.
- f. Employees reporting for duty who do not meet these standards shall be sent home by Contractor. Should the City notify Contractor that an employee is unacceptable because of personal hygiene, abusive behavior, or reasonable suspicion of substance abuse, and incorrect uniform, the employee is to be immediately removed from the job site. Contractor has one (1) hour to provide a replacement for the vacated post, backfilling with trainers, supervisors, or management in the interim.

17. Soliciting.

No soliciting for any purpose is allowed on Airport premises by Contractor personnel. Contractor shall inform its employees of this requirement prior to the time each such employee shall begin work for Contractor at DEN.

18. Gratuities.

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

19. Smoking.

Contractor and its officers, agents, and employees shall cooperate and comply with Executive Order No. 99, the Colorado Indoor Clean Air Act, and City and DEN Rules and Regulations, prohibiting smoking in all indoor buildings and facilities including all methods and materials used for smoking. Smoking is permitted only in designated areas. Smoking is prohibited while a Security Officer is actively on-duty, working a post, or in a vehicle provided by Contractor.

20. Use or possession of alcohol or drugs.

- a. Pursuant to the provisions of Executive Order No. 94, all City Contractors and their employees are required to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or when performing City business. Contractor shall also prohibit its employees or agents from consuming alcohol, being impaired by alcohol, or being under the influence of alcohol while performing City business.

- b. Contractor shall require employees to submit to blood, urine, or other screening for alcohol or drugs when there is reasonable suspicion of use and/or the employee's being under the influence of or impaired by alcohol or drugs. Drug or alcohol screening may also be justified when, even though the employee does not exhibit observable symptoms of being under the influence, a workplace accident has occurred and there is reasonable suspicion that the accident may have been caused by human error which could be related to drug or alcohol use. The cost of such testing shall be borne by Contractor.
- c. Contractor personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before/during shift(s).
- d. These policy provisions are applicable to Contractor personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring Contractor from the City facilities or participating in the City operations.

21. Security Requirements.

- a. All personnel assigned by Contractor, or its subcontractor(s), to provide the above services, must successfully complete, initially and continually, the background investigation, training, and testing required to receive a DEN Airport ID Badge with appropriate privileges as required by 49 C.F.R. 1542 and DEN rules, policies, and procedures pertaining to security. All personnel must have their company ID card and approved DEN Airport ID Badge at all times in accordance with DEN Rules and Regulations Part 20. DEN may impose, increase, and/or upgrade security requirements at any time to address changing security conditions and/or new governmental regulations.
- b. The current fee shall be charged to Contractor for any unreturned badges.

22. Rejection of Unfit Personnel.

- a. The City may reject at the City's discretion the use of individual personnel if it deems that the individual is not fit to carry out the requirements of the position or post to which Contractor has assigned said personnel.
- b. Contractor shall remove from the Airport work site any employee, for non-discriminatory reasons, when the CSM notifies Contractor in writing that such person is unacceptable to the City for any lawful reason. Such person shall not be reassigned to Airport work by Contractor, except with the expressed written consent of the CSM.

A.4.c. Qualifications of Contractor Personnel

- 1. As defined in D.R.M.C. Article 5, Chapter 42, any person acting as a Security Officer must obtain a Security Guard License (SGL) prior to assignment at DEN.

2. Contractor personnel assigned to the City shall be at least 18 years of age, possess a valid State of Colorado driver's license or State issued ID, and possess a valid SLG issued by the City. Each employee must have in their possession the required license or permit prior to being assigned to the City service.
 - a. Proof of such licensure should be available upon request by the City any time throughout the life of this Agreement.
3. Physical Qualifications. Contractor personnel shall be:
 - a. Physically, mentally, and emotionally capable of performing all duties required for their assigned post/duties.
 - b. Be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/patrolling for entire shift(s), climbing stairs, running, and self-defense.
 - c. Capable of lifting a 25 lb. fire extinguisher, lifting and carrying a small child, and assisting in the lifting of handicapped persons during a building evacuation.
 - d. Be able to perform the duties of their position, with or without reasonable accommodation.
4. Citizenship.
 - a. All badged personnel working under this Agreement shall be citizens of the United States of America, U.S. Nationals and/or Lawful Permanent Residents. Contractor is required to produce evidence of such eligibility. Acceptable evidence shall consist of a state issued birth certificate, United States Passport, or Permanent Resident Card (Green Card).
 - b. Contractor is to take all necessary steps to verify that the qualifying documents are genuine, and the identity of the worker is legally eligible for employment. Contractor shall hold the City harmless for any fines, assessments, or judgments as a result of such violation.
5. Background Checks.
 - a. Contractor personnel must be able to obtain a DEN Airport ID badge and clear requisite Criminal History Records Checks (CHRC) and a Security Threat Assessment (STA) as required by the TSA. The City reserves the right to hold Contractor's employees to a higher standard for criminal background checks and may disqualify an applicant based on a pattern or number of crimes, including misdemeanor violations.
6. Literacy.
 - a. Contractor personnel shall be proficient in English. They must have the ability to read, comprehend, and demonstrate understanding (through actions and behavior) of printed regulations, written orders, and

instructions, and have the ability to draft reports, which convey complete information.

- b. Contractor personnel should speak English.
 - i. Active bilingual capability is a "plus" when assisting the public and is encouraged.

7. Job Knowledge/Cognition.

- a. Contractor personnel must acquire a good working knowledge of all the duty requirements within the terms of this Agreement. Prior to assignment, Contractor personnel shall be trained to perform their duties related to the facility they are being assigned. Cross training for multiple posts is acceptable and encouraged.

A.5 COMMUNICATIONS REQUIREMENTS

- 1. Contractor must conduct quarterly meetings, preferably on-site in coordination with Airport Security, allowing two (2) hours per meeting. The City shall pay the straight time, hourly rate for employees to attend. Attendance
- 2. Contractor must conduct a daily Security Officer briefing prior to each shift. Contractor shall not require, and the City shall not provide, additional remuneration to Contractor for continuing education and Security Officer briefings.

A.6 CSM AUTHORITY

- 1. The day-to-day administration of this Agreement is vested in the CSM. The CSM and/or designee(s) is to have free access to Contractor's work areas at the Airport. The CSM shall decide any and all questions which may arise regarding the quality and acceptability of uniforms, supplies equipment furnished, and work performed, and the manner of performance and rate of progress of the work.
- 2. The CSM may, from time-to-time, issue written procedures, which shall provide detailed standards for the performance of specific aspects of Contractor's work hereunder. The procedures shall not materially change the specifications or the scope of work herein, but instead give additional guidance to Contractor. The CSM may amend or rescind any procedure with a written notice to Contractor.
- 3. In addition to issuing, amending, or rescinding procedures, the CSM may make changes in the specifications of work performed by Contractor. When changes are made, particularly with short notice (i.e., less than forty-eight (48) hours), instruction will be given verbally and in writing.

A.7 PROPERTY AND EQUIPMENT

- 1. City-provided property. The City shall provide the following:
 - a. *Office Space*

i. Provided on an “as available” basis. The City can, at any time, request that Contractor relocate in the event that it leases the current space. Contractor shall contract with the City for all telephone and/or data. The City does not provide furniture or equipment for offices. The City shall not reimburse Contractor for any upgrades made to the office space in the event of a relocation, except, should Contractor be asked to relinquish its offices, any telephone and/or data lines installed and paid for by Contractor shall be relocated to a new office space or the cost of moving such lines reimbursed by the City. Contractor shall supply all office support equipment. Contractor shall maintain its office and other work areas completely clean, businesslike, and orderly at all times. Office furniture and equipment must be presentable and businesslike. Broken, defaced or unnecessary items shall be promptly removed and, if appropriate, replaced. Contractor shall avoid rubbish or trash accumulation in employees’ work areas. Contractor shall not be reimbursed for any cleaning costs enumerated above.

b. *Parking Spaces*

i. Provided at the City’s discretion and may be provided. Parking will be provided on a “as available” basis. A reasonable alternative location may be sought should parking spaces need to be moved.

c. *Detection equipment and other technology*

i. If requested by DEN, explosives detection technology, security equipment, or diagnostic imaging technology to screen individuals and their accessible property or evaluate merchandise and consumables. DEN and Contractor shall partner on implementation of policies and procedures pertaining to the screening process, training, and certification. If Contractor is required to purchase any equipment in the future, it must meet and follow all federal regulations, safety requirements, and be operational at all times. If the equipment cannot be operational or use is affected by its maintenance, Contractor shall maintain compliance with all federal regulations, DEN Rules and Regulations, and the ASP. All costs associated with the equipment, to include but not be limited to maintenance, calibration, etc. must be negotiated.

d. *Other equipment* –Other equipment shall include, but not be limited to, license plate readers, batteries, chargers, City Computers for CCTV review, and accessories:

i. Any damage to the City-provided equipment requiring replacement or repair shall be paid for by Contractor, without

remuneration to the City.

- ii. Regular audits of the equipment inventory are required, and Contractor must note the quantity, condition, and summary of maintenance received.
- iii. Contractor shall maintain all equipment in proper working order and in good condition.

e. *Security Keys*

- i. The City shall supply all security keys issued to Contractor personnel, as required, meeting Airport Security procedures. In the event keys are lost or misplaced, Contractor shall bear all expenses incurred in the re-keying of all locks associated with the lost or misplaced key(s). Lost or misplaced keys must be immediately reported to Airport Security in order to prevent unauthorized access to the airfield and any associated structures.
- ii. Contractor shall conduct preventative maintenance of keys as specified by the City.
- iii. Contractor must maintain at all times a current log or master list identifying each of its employees who have been issued a key. Contractor shall be responsible for keys issued to its employees.
- iv. Regular audits of the equipment inventory are required noting the key type, series designation, and assignment.

2. Property Accountability.

- a. All property furnished by the City under this Agreement shall remain the property of the City. Upon termination of the Agreement, Contractor is to promptly return all such property to the City. Contractor and the City shall inventory all property upon assignment of the subsequent contract.
- b. This account may be reviewed periodically/yearly or when new or additional equipment is added. Upon termination of this Agreement, both parties shall review and coordinate the allocation of property.
- c. Any City-owned equipment which is lost or damaged by Contractor's personnel is to be reported within twenty-four (24) hours and replaced at Contractor's expense within three (3) business days of the loss or damage. If lost or damaged equipment is not replaced within four (4) business days, deductions from unpaid balances may be made for the replacement value of the lost or damaged equipment.
- d. Additional specific security equipment may be required during the course of the Agreement. If Contractor is asked to provide additional security

equipment, Contractor shall provide the same and may be reimbursed through the billing process. If a reimbursement is made, the equipment shall become the property of the City and shall be returned to the City at the conclusion of the Agreement. Contractor shall be responsible for the care, repair, and maintenance of said equipment and may be reimbursed through the billing process. No equipment purchased shall be made without the expressed, written approval of the CSM.

3. Contractor-provided property. Contractor shall provide the following:

a. *Cellular Telephones*

- i. Provided to each manager, shift supervisor, and shift trainer at no additional remuneration by the City. All cellular telephone numbers shall be made available to the CSM and the Airport Operations Communications Center (Comm Center) upon issuance of said cellular telephones. In the event a cellular telephone required by this Agreement fails to be in operational condition, Contractor shall provide an alternate cellular telephone within two (2) hours and the alternate cellular telephone number shall be forwarded to the CSM and the Comm Center.

b. *Radios and Accessories*

- i. The Contractor will be required to provide handheld radios that are compatible with DEN's radio network to be programmed by DEN. The Contractor will have enough radios to cover all posts plus a ten (10) percent reserve for emergency duties.
- ii. Contractor shall supply microphones, earpieces, and any additional equipment for Radio use.
- iii. Contractor shall supply batteries, chargers, and holsters for radio storage and use.

c. *Operational and Activity Reporting Device* – Contractor shall provide, at its expense, an electronic tracking and reporting system through mobile and handheld devices issued to all on-duty personnel. Those systems and devices will enable Contractor to:

- i. Track employees in real time for accurate response.
- ii. Produce "breadcrumb" trail reports for patrol accountability.
- iii. Provide real time security incident reports, daily activity reports, and maintenance requests with the ability to attach images for inclusion with reports to be shared electronically on a daily basis.
- iv. Organize post orders, schedules, and logs.

- v. Provide daily roll call briefing, pass-ons, and daily training topics.
 - vi. Give real time updates regarding updating security regulations and practices.
 - vii. Store Sensitive Security Information (SSI) in a secure and encrypted way that follows all Part 1520 requirements and time-sensitive material (i.e. Be On the Lookout (BOLO), electronic Stoplist report).
 - viii. Provide instant access to post orders and recent changes to post orders or daily duties.
 - ix. Customize date, reporting, and other information to meet changing regulatory or operational needs.
 - x. Collect and analyze real time data, trends, and metric capabilities for inclusion into DEN's Data Cloud and metric tracking system.
- d. *Vehicles* - A minimum of six (6) vehicles are required, which must remain operational throughout the term of the Agreement, with no more than 150,000 miles or be no more than five (5) years old. One (1) vehicle shall be all-wheel drive or four-wheel-drive pickup style vehicle for hauling traffic related items such as cones/ice melt. Contractor shall adhere to the minimum vehicle requirements. (NOTE: the City shall not be responsible for policy changes that adversely affect fleet utilization). One (1) of the vehicles supplied shall be a pickup truck capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions. The CSM reserves the right to change the vehicle requirements at any time. Contractor must adhere to all vehicle requirements.
- i. Contractor must comply with the insurance requirements as outlined in **Exhibit C** of this Agreement.
 - ii. DEN shall perform emission tests on Contractor's applicable vehicles with said tests occurring annually (NOTE: This testing is performed by the City for Compressed Natural Gas vehicles used in the tunnels and is not for Motor Vehicle licensing purposes). This test shall be provided annually at the DEN Testing Facility at no charge to Contractor. Should the testing facility find the vehicle to be defective, it shall be Contractor's responsibility to make the necessary repairs prior to the vehicle being returned to service at DEN.
 - iii. All vehicles must be clearly marked with the Contractor's organizational logo, displayed on both front doors in lettering at least four (4) inches in height. Each vehicle must also display the word "SECURITY" prominently on both sides and on the rear (tailgate or liftgate). High-visibility markings are required on both sides and the rear of the vehicle. Vehicles must be equipped with

a yellow or amber overhead strobe light with built-in alley lights mounted on the roof. All vehicles must have fully functioning air conditioning and heating systems. A log of vehicular patrols and related activities shall be maintained and submitted to the Contract Security Manager (CSM) on a quarterly basis. The final configuration of each vehicle must be reviewed and approved by the CSM. Contractor shall be required to submit any vehicle provided under this Agreement to a vehicle inspection at the request of the CSM. In the event a vehicle is unable to pass said inspection, the vehicle shall be removed from Airport property and replaced by Contractor within forty-eight (48) hours.

e. *Vehicle Permits*

i. Each vehicle provided by Contractor shall be required to be identified with a DEN Vehicle Permit or other such designation as required by DEN. The permit or device must be renewed annually or as required by Part 130 DEN Rules and Regulations. The vehicle permits shall be issued by DEN, at no additional cost upon meeting specified requirements.

f. *Automatic Vehicle Identification (AVI) Tags*

i. AVI tags provide access to various areas at DEN, including Level 5 of the Main Terminal (Ground Transportation level), and parking lots within the DEN Revenue Parking System. Contractor shall follow all necessary DEN procedures to acquire, replace, and/or renew AVI tags or other required vehicle devices or permits. Contractor is responsible for all applicable fees and charges and shall not be reimbursed by DEN for these costs due to loss, theft, or renewals.

g. Contractor is responsible for arranging and maintaining all fueling requirements.

h. *Mileage Reimbursement*

i. The cost per mile driven on each Contractor’s vehicle needed to fulfill services for this Agreement shall be directly reimbursed on the bi-weekly invoice as a separate line item. The City will pay the mileage rate at \$0.72/mile throughout the term of the Agreement. If Contractor switches to electric vehicles as approved by the CSM at any time during the term of the Agreement, a new mileage rate must be submitted and approved.

4. Vehicle Requirements by Quantity, Hours & Days.

VEHICLE REQUIREMENTS	NUMBER	HRS./DAY	DAYS/YR.
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Regular Vehicle	3	24	365
All-Wheel-Drive/4WD	3	24	365
Total All Vehicles	6	24	365

5. Uniform Requirements.

- a. Contractor must provide sample uniforms to be approved of by the CSM.
- b. Uniforms must be consistent among all personnel or consistent to specific roles that may be assigned as Special Projects, as defined in the Agreement.
- c. The color and design of the uniform shall be approved by the CSM to be easily recognizable, but not conflicting with uniforms worn by Airport tenants and airline personnel. Further, the CSM may require Contractor to wear a DEN selected uniform brand and style, however the cost of uniforms shall be borne by Contractor.
- d. Public Safety Officers may be required to wear a different uniform consisting of a polo and khaki's, and be approved by the CSM.
- e. Uniforms are to consist of the DEN Airport ID badge, slacks, uniform shirt, and a winter coat, if applicable. Contractor's company logo and shield is authorized to be shown on the uniform.
 - i. The City shall not directly reimburse Contractor for uniform costs. All uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of Contractor and are to be included in Contractor's billing rate.
 - ii. Contractor is to furnish and maintain in good working condition, at no cost to the employees or the City, all items of uniform and equipment necessary to perform work required by this Agreement. Contractor must supply its employees with an appropriate quantity of uniforms sufficient for their duties and schedule.

6. Contractor must maintain a replacement program for worn, damaged, and faded items, ensuring the personnel have a professional look while representing the City.

7. Uniform Colors and Quantities.

- a. Shoes are to be either a black boot or black professional footwear. Athletic shoes are not acceptable.
- b. Matching dark color socks will be worn with the shoes.
- c. At a minimum, uniforms shall consist of:

- i. Long and/or short sleeve shirts.
 - ii. Trouser pants.
 - iii. Winter coat for personnel required to work outdoor posts or respond outdoors.
 - iv. Winter stocking cap for personnel required to work outdoor posts or respond outdoors.
 - v. Reflective safety vest.
- d. NOTE: It is not required that personnel wear neckties. Employees may wear a white tee shirt or a contrasting color turtleneck under their uniform.

A.8 MANDATORY ONSITE POSITIONS

1. The City requires, at minimum, the following onsite personnel unless otherwise approved by the CSM:
 - a. One (1) - **Site Director** who will report directly to the CSM. The Site Director shall have overall, operational responsibility for all security officers and shall be based at DEN on a full-time, eight (8) hours per day and on a Monday - Friday basis, but available 24/7/365 for incidents/emergencies. The Site Director furnished under this Agreement will possess a Bachelor's Degree in Aviation Management, Security Management, or a closely related field. Additionally, they must have, at a minimum, five (5) years of experience in aviation/security management or a similar field, including three (3) years of experience at a Part 1542 regulated airport and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this Agreement. Seven (7) years of aviation/security management or similar experience may be substituted for a bachelor's degree. A master's degree is preferable. The Site Director must obtain an American Association of Airport Executives (AAAE) Airport Certified Employee (ACE) designation for Security within one (1) year of their date of employment. The AAAE Certified Member (CM) designation is optional, but preferred. The Site Director will provide administrative direction for all phases of the security operation at DEN including Part 1542 Regulations. The CSM must pre-approve the Site Director.
 - b. One (1) - **Assistant Director** overseeing all day-to-day operational issues. The Assistant Director furnished under this contract will possess a Bachelor's Degree in Aviation Management, Security Management, or a closely related field. They must have, at a minimum, three (3) years of experience in security or a similar field including two (2) years of experience at a Part 1542, regulated airport, and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this Agreement. The Assistant

Director must obtain an AAAE ACE for Security within two (2) years of their date of employment. The AAAE CM designation is optional, but preferred. Six (6) years of aviation/security management or similar experience may be substituted for a bachelor's degree. The Assistant Director will administer all phases of the security operation related to the airport as directed by the CSM. The Assistant Director shall be based at DEN on a full-time basis and be pre-approved by the CSM.

- c. Four (4) - **Operations Manager**. The Operations Manager shall possess a Bachelor's Degree in Aviation Management, Security Management or a closely related field and must have, at a minimum, three (3) years of experience in security or a similar field including one (1) year of experience at a Part 1542 regulated airport and a thorough understanding of the operations requirements of each post that will be serviced under the requirements of this Agreement. Five (5) years of aviation/security management or similar experience may be substituted for a bachelor's degree. The AAAE ACE designation for Security is optional but preferred. The Operations Manager will administer all phases of the security operation related to the Airport as directed by the CSM. The Operations Manager shall be based at DEN on a full-time basis and be pre-approved by the CSM.
- d. **Supervisors**. The Supervisors furnished under this Agreement shall possess a high school diploma and two (2) years of experience as a Supervisor in a professional environment. A Bachelor's Degree in Aviation Management, Security Management, or a closely related field is preferable. Prior management and/or supervisory experience may be substituted for the required experience at the discretion of the CSM. Security related education may be substituted for one (1) year of the minimum experience requirement as approved by the CSM.
 - i. A minimum of three (3) Supervisors working eight (8) hours per day, seven (7) days per week for day, swing and midnight shifts.
 - ii. The Supervisors will be assigned to DEN on a full-time basis. Supervisors at all levels must be individuals of integrity who display a mature attitude and exercise good judgment. Supervisors should set the example for security guards and should foster an environment in which guards feel valued, respected, and part of an effective and important team. Each Supervisor is to have a minimum of two (2) years of successful experience in security loss prevention or law enforcement at DEN, a Part 1542 regulated airport, or as approved by the CSM.
- e. One (1) - **Product, Quality, Control and Training (PQC&T) Manager**. The PQC&T Manager furnished under this agreement shall possess a High School diploma, one (1) year as a trainer of adult learners in a professional environment, and experience as a supervisor in a professional environment. A Bachelor's Degree in Aviation Management, Security Management, Law Enforcement, or a closely related field is

preferable. Prior management and/or supervisory experience may be substituted for the required experience at the discretion of the CSM. Security related education may be substituted for one (1) year of the minimum experience requirement as approved by the CSM. The PQC&T Manager will be permanently assigned to DEN, as their sole duty, and shall provide planning, coordination, and supervision of the training and compliance department at DEN.

- f. One (1) - **Assistant PQC&T Manager**. The Assistant Manager PQC&T furnished under this Agreement shall possess a high school diploma and must have had a minimum of one (1) year of experience as a trainer of adult learners in a professional environment. They will be assigned to DEN on a full-time basis and be responsible for implementing Security Officer training and compliance program. A staffing minimum of one (1) Assistant PQC&T Manager per fifty (50) Security Officers is required. Assistant PQC&T Manager shall be assigned to a variety of shifts as needed for the Security Officer training.
- g. One (1) - **Administrative Manager**. The Administrative Manager shall possess a high school diploma and be assigned to DEN on a full-time basis. Overall administrative responsibilities for the operation including assisting recruitment and onboarding, oversight of scheduling, and management of administrative compliance.
- h. One (1) - **Administrative Assistant**. The Administrative Assistant shall possess a high school diploma and be assigned to DEN on a full-time basis, to provide support for the Director, Operations, and Administrative Manager.
- i. One (1) - **Scheduler**. The Scheduler shall possess a high school diploma and be assigned to DEN on a full-time basis, to provide support for the Director, Operations, and Administrative Manager.
- j. **Security Officers**. Security Officers shall possess a high school diploma or a General Education Development (GED) certificate. Security Officers must be able to read, write legibly, and speak the English language.
- k. **Traffic Officers**. Traffic Officers support over 40,000 vehicle entries per day into passenger pick up and drop off locations at the Main Terminal at DEN. Hours can be broken down by FT (Full Time), and PT (Part Time). The requirement is for the curbside to be staffed 24/7 on Levels 4 and 6, passenger pick up and passenger drop off, respectively. Hours will be adjusted based on operational needs or security threat directives. Contractor will also staff DEN's Airport Office Building (AOB) Vehicle Access Gate and Loading Dock Operation which facilitates over fifty (50) deliveries per day.
- l. **DEN Support Staff**. The Support Staff shall possess a high school diploma or GED and have a minimum of two (2) years of experience in a customer service setting, and will operate multiple reception desks up to twelve

(12) hours per day on weekdays or based operational need(s). Support Staff must be skilled in the interpretation and application of written guidelines, precedents, and work practices. The position requires excellent customer service skills, strong verbal skills, as well as high attention to detail as this post deals directly with executives and airport professionals. The Support Staff must be approved by the CSM.

- m. **AOB Dockmaster.** The AOB Dock Master shall possess a high school diploma or a GED. Security Officers must possess excellent communication skills and be able to read, write legibly, and speak proficient English language.
- n. **Screeners.** Contractor shall provide, at their expense, a minimum of sixteen (16) hours of training for Screeners prior to their assignment to DEN. Screeners must be trained in the use of explosives detection technology, security equipment, and/or diagnostic imaging technology, and how to screen individuals and their accessible property and/or screen merchandise and consumables. The purpose of this training is to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries into a regulated area.
 - i. The training provided shall be sufficiently comprehensive to assure that the personnel can perform their duties effectively and efficiently prior to being assigned to a Screener position. In the event that a screener does not pass a random security screening test by Airport Security or the TSA, they will be removed from the position and immediately replaced with another Screener at Contractor's expense.
- o. **Public Safety Officer** The Public Safety Officer will be responsible for engaging with the public and addressing reported incidents involving violations of DEN Rules and Regulations. This role includes both educating and enforcing DEN Rules and Regulations, ensuring that individuals have a valid business need or are engaged in travel. Additionally, the Public Safety Officer will work with badge holders to ensure compliance with DEN policies, proactively reinforcing adherence to security and operational rules and regulations. This position requires specialized training in advanced de-escalation techniques to manage interactions professionally and effectively, promoting a safe and orderly airport environment.
- p. **Specialist** monitors the Jeppesen Terminal, Plaza, parking lots, and other DEN facilities using closed-circuit television (CCTV) systems to identify potential security concerns, suspicious behavior, and DEN Rules and Regulations violations. This role may include observing SIDA badge holder activity for signs of unauthorized access, policy noncompliance, or tailgating incidents. The specialist may also monitor public areas to detect and report potential vehicle theft, vandalism, or damage to DEN property. In addition to routine surveillance, the Specialist may be

assigned to monitor automated system alerts or other intelligence sources to support situational awareness and threat detection, as directed. Coordination with DEN personnel and law enforcement is essential to ensure timely reporting and response to observed incidents. All Specialists must complete DEN-provided training on CCTV operations, system tools, and monitoring protocols.

- q. **Westin Dock Master** The Westin Dock Master shall possess a high school diploma or a GED. Security Officers must possess excellent communication skills and be able to read, write legibly, and speak proficient English language.
8. Contractor shall provide the CSM with copies of training plans and all training materials (e.g., manuals, films) for approval. Contractor shall update screener training as new equipment and procedures are mandated by the TSA and is responsible for all training records. The CSM may review the records upon request.
- a. Contractor may suggest additional onsite positions and expected compensation.
9. The CSM will convey to the Contractor a minimum staffing level expectation that must be met to adequately staff all required posts. The CSM reserves the right to decrease or increase the minimum staffing level.

A.9 INVOICING AND LIQUIDATED DAMAGES

- 1. Invoices shall be submitted electronically every two (2) weeks delivered to the Airport Security office. The invoice should detail:
 - a. Job titles
 - b. Hours worked
 - c. Hourly bill rate
 - d. Total billable by job title and aggregate
 - e. Contract reference I.D. Number
 - f. Invoice number and date
 - g. Start and end dates of billing cycle
 - h. Requesting department name and 'ship to' address
 - i. Payment terms
 - j. Invoice breakdown documentation

- k. Employee hours, beginning and end
 - l. Employees exceeding forty (40) hours a week
 - m. Unit hours by location and date
 - n. Employee name and hourly wage
2. Detail sheets for each shift, grouped by post, with hours and billables are required. Detail sheets are also requested for vehicle mileage, broken out by vehicle.
 3. The City may refuse to pay an invoice if delivered more than two (2) weeks after the service period end date.
 4. The City shall pay only for hours actually worked.
 5. Overtime hours shall not be compensated to Contractor.
 6. Hours staffed on posts not authorized by CSM shall not be compensated to Contractor.

A.9.a Liquidated Damages – Deductions for Non-performance or Substandard Performance

1. In the event Contractor, or any subcontractor(s), fails performing the work as set forth within the Agreement, after due allowance for any extensions of time granted by the CSM, Contractor shall be liable to the City, as liquidated damages and not as a penalty, the amounts noted below for each and every failure in performance. The City shall have the right to make deductions from any amount due or that may become due or to collect such liquidated damages from Contractor or the performance bond. The CSM shall have the authority to impose or waive fees. The CSM may require process changes or other items in lieu of administering fees. Instances where deductions from unpaid billings may occur and the specific deductions for it shall include but are not limited to:

INCIDENT	SPECIFIC DEDUCTION
Insufficient number of personnel to fill all posts or Insufficient vehicles	\$500.00 per incident, per shift, per day
Regulatory failure by a Security Officer	\$500.00 per occurrence
Failure to disclose non-compliance or regulatory failure	\$500.00 per occurrence

A.9.b. Value Engineering

Contractor is encouraged to propose Value Engineering Change Proposals (VECP) where Contractor identifies methods for performing the Statement of Work more economically. If approved by DEN, Contractor shall share in the resulting savings. Project scope, equipment costs, and distribution of profit will be negotiated prior to implementation.

A.10 INCENTIVE PROGRAM

A.10.a. Program

The Incentive Program shall be administered quarterly and applied to areas including, but not limited to, on-site management performance, employee performance, equipment, projects, and customer service. Each area shall be mutually identified and agreed upon between Contractor and the City and may be altered periodically to reflect the dynamic nature of the airport environment and changing regulatory responsibilities. Some category matrixes may require statistical measurements, while others may require observational reports or written recaps. The categories and matrices to be used during a particular quarterly period shall be mutually determined and agreed upon prior to the start of that period. In the absence of mutual agreement following good-faith discussions, the City shall designate categories and matrices. Further, any awards associated with the Incentive Program shall be approved by the City.

A.10.b. Scoring

Contractor and the City shall collect statistics and documentation relating to the measured categories. At the conclusion of each quarter, Contractor's on-site management group and the CSM must compile the information and schedule a meeting to finalize the scores for that period. The meeting must be conducted within thirty (30) days of the end of the quarter being measured. Prior to the meeting, the Parties shall exchange the documentation which each has compiled for review. The documentation shall be sent to the Incentive Program Review Board (Review Board) who will perform a preliminary scoring of each category.

A.10.c. Review Board

1. The Review Board will be comprised of the following individuals:
 - a. Site Director or individual of higher standing/position within the company.
 - b. CSM or designee.
 - c. Additional City/Stakeholder (of the CSM's choosing).
Any substitution of the above Review Board must be pre-approved by the CSM. Additional employees of either Party may participate in the Incentive Program Review meeting, but only three (3) of the Review Board members' scores will be applied to the final Incentive Program calculation. During this meeting, the preliminary scores must be discussed and a final score determined. The CSM will prepare the necessary documentation to allow Contractor to submit an invoice for the Incentive Program Award that quarter.

A.10.d. Incentive program quarterly award

1. Maximum amount of the quarterly incentive will be one and five tenths (1.5%) percent of the applicable quarter's billing invoice amounts verified by the CSM. Should the billing cycle not coincide with the quarterly review period, the CSM may delay preparing the approval letter sent to Contractor until the entire quarter's invoicing is complete. Exceptions to the quarterly incentive calculation include:

- a. Any Incentive Program Award from the previous quarter.
- b. Any Letter of Investigation (LOI) or corrective action by TSA or FAA.
- c. Deductions due to a Civil Penalty will be scored for the quarter the LOI was received.
- d. Deductions for repair or replacement of City provided equipment.
- e. Any specific security equipment purchased by Contractor as requested by the City and reimbursed through the billing process.
- f. Deductions for “non-performance or substandard performance.”

A.11 BENEFITS-REQUIRED MINIMUMS:

The following minimum benefits are to be provided by Contractor:

A.11.a. Employee Parking Required

1. Contractor agrees to provide its employees with parking. To qualify, employees must be located at DEN pursuant to this Agreement (Eligible Employees). Contractor shall pay the current rate. Rates are subject to change at any time. Contractor shall bear all parking expenses.
 - a. For Eligible Employees that wish to take public transportation, Contractor shall provide bus passes. Bus passes shall be purchased in accordance with an approved transit plan provided by the Regional Transportation District (RTD). Contractor shall be responsible for administering its transit plan with RTD for negotiated reduced rate and agrees to comply with all terms and conditions of the transit plan.
 - b. The City shall reimburse Contractor at 100% of the negotiated reduced rate bus pass cost for all Eligible Employees at the end of the calendar year.
 - c. Contractor agrees to provide the City with the following information attached to the final invoice that needs to be received by December 15 of the current year:
 - i. A copy of the contract relating to the transit plan between Contractor and RTD,
 - ii. A monthly report of all Eligible Employees who have and have not accepted the bus pass, and
 - iii. A detailed invoice with the cost of the transit plan, which must be clearly identifiable.
 - d. Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records, involving the transit plan within the record retention period generally

established in the Agreement.

- e. Any Eligible Employee who accepts a bus pass under this program can also receive an employee parking permit in the DEN Employee Parking Lot.

A.12 BENEFITS, VACATION PAY, AND SICK LEAVE

A.12.a. Health And Dental Benefits

1. In addition to the required minimum hourly cash wages, all employees of Contractor shall be offered a comprehensive medical and dental benefit package.
2. The employee's share of health care and dental insurance premium payments must be reasonable/affordable for each of Contractor's employees.
3. The City may require verification/evidence of the employee portion of health and dental insurance premium payments to be paid by Contractor's employees at any time.
4. Contractor shall notify the CSM in writing within ten (10) business days of any substantive change in the medical and dental benefit package.
5. Failure to adhere to these requirements is a substantial breach of this Agreement.

A.12.b. Paid Time Off (PTO) Pay

1. Minimum PTO. At a minimum, Contractor's employees hired or assigned to work at the Airport shall have the following PTO Accrual Rates:
 - 1 Year - 48 Hours
 - 2 Years - 56 Hours
 - 3 Years - 64 Hours
 - 4 Years - 72 Hours
 - 5+ Years - 80 Hours
2. Incumbent Employees. Contractor's full-time employees working under the predecessor Agreement at DEN will continue to accrue PTO on the anniversary of their hire date. These employees will build upon PTO amounts already earned (i.e. an employee currently earning forty-eight (48) hours of paid time off will earn fifty-six (56) hours on the next anniversary, etc.).
3. Contractor's New Employees. PTO hours will be accrued from the date of employment.
4. The maximum amount of PTO hours that can be accrued annually by any employee, irrespective of continuous years of service, is eighty (80) hours.
5. The use of part-time employees to avoid these benefits is prohibited and is a

substantial breach of this Agreement.

A.12.c. Holiday Pay

Holiday pay shall be compensated at a rate of time and one half. The standard observable holidays are: New Year's Day (January 1); Martin Luther King Day (third Monday in January); Washington's Birthday (Presidents' Day) (third Monday in February); Memorial Day (last Monday in May); Juneteenth (June 19); Independence Day (July 4); Labor Day (first Monday in September); Indigenous Peoples' Day (Second Monday in October), Veteran's Day (November 11); Thanksgiving Day (fourth Thursday in November); and Christmas Day (December 25).

A.12.d. Overtime

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

A.13 TRAINING

A.13.a. Training Requirements (General)

1. Contractor shall provide the CSM with copies of training plans and all training materials, (e.g., manuals, films) for approval. Contractor is required to update training material when new equipment, post orders, or procedures change. Contractor is responsible for all training records. The CSM may review the records upon request.
 - a. Contractor may suggest additional onsite positions and expected compensation.
2. Contractor must have an established training program in which all personnel have participated. The trainer group must provide the standardized material and documentation of completion, including results, for each employee.
3. Contractor shall be responsible for training each guard in the following fields either prior to or immediately upon assignment to a post. Additionally, a Security Guard training checklist must be completed. Contractor is required to submit a training plan, including a breakdown of hours for each field of instruction, as requested by the CSM.
4. Contractor shall provide, at their own expense, a minimum of thirty-two (32) hours of training for employees (both Security Officers and Supervisors) prior to their post assignment. The training must be comprehensive in order to ensure personnel will perform their duties effectively and must include a minimum of sixteen (16) hours of orientation training specific to DEN and an additional sixteen (16) hours of instruction specific to the post(s) the employee will be assigned to. Contractor must ensure that the training is sufficiently comprehensive so that personnel may effectively and efficiently perform their duties.

5. Additionally, Contractor must provide ongoing, on-the-job training in response to personnel needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all regulatory requirements. All such training shall be at Contractor's expense, and Contractor shall not request additional remuneration for training.
6. Security Officer training must include, but not be limited to the following:
 - a. *Operational orientation* - DEN/TSA/City policies, procedures, post orders, rules, and regulations.
 - b. *Legal Restrictions* - Problem solving exercises and policies related to confrontational situations and self-defense.
 - c. *Patrols* - Methods of patrolling (offices, main terminal area, terminal drives, outlying buildings, parking areas, perimeter fence lines, tunnels, etc.) and the safe conduct of patrol rounds with guidance on notification of unsafe and security related issues.
 - d. *Report Writing* - How to prepare, draft, review, and submit relevant information for City Officers along with insurance, investigative, or litigation purposes. Security Officers must have working knowledge of the Colorado Open Records Act (CORA) and how that pertains to their Incident Reports, notes, etc.
 - e. *Radio Communications* - Radio operations in-routine and emergency situations, as well as specific training on terminology and protocol to be used with the Comm Center.
 - f. Operation and use of handheld electronic devices.
 - g. *Evacuation Procedures* - Actual walk-through of emergency evacuation for all facilities. Evacuation of handicapped persons training and activation of evacuation systems, emergency communications systems, etc.
 - h. Applicable Occupational Safety and Health Act requirements specific to the security services industry.
Public relations, including, but not limited to, interactions with the public in compliance with laws prohibiting discrimination on the basis of race, national origin, religion, or disability. These laws include the Federal Americans with Disabilities Act, the Federal Civil Rights Act of 1964, the Colorado Civil Rights Act, and Colorado laws requiring the admission of service animals into public facilities.
 - i. *First Responder/First Aid* – Certified instruction including Cardiopulmonary Resuscitation (CPR).
 - j. *Alarm System Orientation* - Identification and discussion of various alarm devices found on City property.

- k. Responding to and dealing with security access alarms and the various types of alarms (to include procedures for securing the event).
- l. *Screening and Inspection* - Discussion and procedure for screening or inspection of persons, their accessible property, merchandise, and consumables. May include use of explosives detection technology and/or diagnostic imaging technology to perform screening. Purpose of training shall be to deter, detect, and prevent the introduction of unauthorized weapons, explosives, and incendiaries into a regulated area.
- m. *Guard Gate* - Discussion and procedure review to include all aspects of the access control system, escort program, emergency response plans, vehicle inspection program, person vetting through DEN's Visitor Management System, etc.
- n. *Perimeter Patrol* - All aspects of perimeter inspection and appropriate reporting of security issues, haul route processes, GPS unit training, use of security keys, etc.
- o. Completion of a Defensive Driving Course (if applicable).
- p. Training is to include appearance, courtesy, and customer service to the public. New Security Officer training shall also include training specific to the duties required at specific City facilities. Security Officers and Supervisors shall be familiar with site location details and provide accurate directions to the public.
- q. *Post Certification* - Posts that require additional training and are deemed critical to the operation.
- r. *Annual Recertification* - Performed with all personnel on all eligible posts prior to commencement of work and includes all items required by the CSM.
- s. *Leadership growth and development classes* - A minimum of sixteen (16) hours required for supervisors, trainers and management. Includes topics and training on leadership, team building, retention, work/life balance, communication, and/or any other relevant leadership topics.
- t. *Leadership development program* - Must be in place at the time of contract initiation or within one (1) year of the Agreement initiation date.
- u. *Security Officers* - Annual, in the positions or posts in which they are staffed. Proficient in the use of de-escalation techniques, situational awareness, self-defense, maintaining a high visible presence, ability to detect, deter, observe, and report an assessment of situations at a high level, disengagement techniques, conflict resolution, and have taken specific training of Management of Aggressive Behavior (MOAB).
- v. All personnel training documents and forms must be kept electronically,

reviewed and updated annually, and be available upon request.

w. New post assignments due to operational need.

A.14 IMPLEMENTATION REQUIREMENTS

1. Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City for their personnel- including supervisory, managerial, and other employees directly engaged in providing protection and preserving the peace in compliance with D.R.M.C. §§ 42- 131 through 167.
2. Thirty (30) days prior to the determined start date for the Contractor providing services, the Contractor must provide the following:
 - a. Lists of the Security Guards, Supervisors, trainers, etc. under this Agreement and include copies of their valid Security Guard License(s), Driver's Licenses or State issued ID's, copies of all written candidate background investigation reports and evidence of CPR and First Aid training.
 - b. Samples of the Security Guards' uniform and equipment for the City's approval.
 - c. New Post Assignments: existing Security Guards assigned to new posts shall be required to be oriented and instructed in the areas outlined in the training requirements prior to commencing their tour of duty with a minimum of sixteen (16) hours instruction specific to the post.
 - d. DEN-approved defensive driving course for each driver. The CSM shall receive copies of the training manuals and materials. The guidelines of the course should be comparable to those used by a certified defensive driving training school. The copies of each employee's training record shall be kept on file and reviewed upon request. Contractor shall not request, and the City shall not provide, additional remuneration for defensive driving courses.
3. The City shall provide Contractor with a minimum staffing plan for transition sixty (60), thirty (30) and fifteen (15) days prior to the determined start date for the Contractor providing services.
4. Contractor shall staff to the minimum levels established needed to cover all assigned posts. The City will waive all fees and fines associated to unstaffed positions outside of the minimum staffing plan for the first thirty (30) days of the Agreement.

Exhibit B

Pricing Structure- Security Services - Public Area and Curbside Interfaces							
Description	Hours/Period (Bi Weekly)	Rate/Hour Year 1	Rate/Hour Year 2	Rate/Hour Year 3	Rate/Hour Year 4	Rate/Hour Year 5	Extended Cost
Site Director	80	\$ 75.62	\$ 77.13	\$ 78.68	\$ 80.25	\$ 81.85	\$ 818,541.40
Assistant Director	80	\$ 59.01	\$ 60.19	\$ 61.39	\$ 62.62	\$ 63.87	\$ 638,748.05
Operations Manager	336	\$ 54.08	\$ 55.70	\$ 57.37	\$ 59.09	\$ 60.87	\$ 2,508,263.41
HR Manager / Administrative Manager	80	\$ 51.22	\$ 52.24	\$ 53.29	\$ 54.36	\$ 55.44	\$ 554,425.95
Payroll / Administrative Assistant	80	\$ 44.91	\$ 46.26	\$ 47.65	\$ 49.07	\$ 50.55	\$ 495,941.24
Scheduler	80	\$ 44.91	\$ 46.26	\$ 47.65	\$ 49.07	\$ 50.55	\$ 495,941.24
Compliance Supervisor /PQC&T	80	\$ 42.80	\$ 44.08	\$ 45.41	\$ 46.77	\$ 48.17	\$ 472,640.51
Training Supervisor	80	\$ 42.80	\$ 44.08	\$ 45.41	\$ 46.77	\$ 48.17	\$ 472,640.51
Trainer(s) / Assistant PQC&T Manager	240	\$ 40.36	\$ 41.57	\$ 42.82	\$ 44.10	\$ 45.43	\$ 1,337,086.74
Guard Supervisor	1008	\$ 43.51	\$ 44.82	\$ 46.16	\$ 47.54	\$ 48.97	\$ 6,054,061.08
DEN Support Staff	160	\$ 40.13	\$ 41.33	\$ 42.57	\$ 43.85	\$ 45.17	\$ 886,311.38
Public Safety Officer	1040	\$ 43.51	\$ 44.82	\$ 46.16	\$ 47.54	\$ 48.97	\$ 6,246,253.50
Guards	9834	\$ 37.51	\$ 38.64	\$ 39.79	\$ 40.99	\$ 42.22	\$ 50,918,365.13
Specialist	336	\$ 37.51	\$ 38.64	\$ 39.79	\$ 40.99	\$ 42.22	\$ 1,739,736.70
		Rate/mile Year 1	Rate/mile Year 2	Rate/mile Year 3	Rate/mile Year 4	Rate/mile Year 5	
Vehicle Mileage	15000	\$ 0.72	\$ 0.72	\$ 0.72	\$ 0.72	\$ 0.72	\$ 1,404,000.00
		Rate/Hour Year 1	Rate/Hour Year 2	Rate/Hour Year 3	Rate/Hour Year 4	Rate/Hour Year 5	
Management Fee	9834	\$ 3.39	\$ 3.46	\$ 3.53	\$ 3.60	\$ 3.67	\$ 4,510,699.44
						Total	\$ 79,553,656.26

EXHIBIT C

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

A. Certificate Holder and Submission Instructions

Commercial Operator must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

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

The official repository for Certificates of Insurance (COIs) within DEN is PINS Advantage. Upon contract initiation, an email will be sent to the Commercial Operator with instructions to upload the COIs for insurance compliance. The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Commercial Operator.

B. Defined Terms

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

C. Coverages and Limits

1. Commercial General Liability

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

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

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

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required. DEN has established an Airside Unescorted Excess Auto Liability Program to support Commercial Operators in meeting the \$10,000,000 auto liability requirement for unescorted airside driving privileges. This program offers \$9,000,000 in excess

coverage over a \$1,000,000 base liability. For more information, please visit: [DEN AirsideDrive Program](#).

- b. If Commercial Operator does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Commercial Operator shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- d. If Commercial Operator does not own any fleet vehicles and/or Commercial Operator's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Commercial Operator shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Commercial Operator. This provision does not apply to persons solely commuting to and from the airport.
- e. If Commercial Operator will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance

Commercial Operator shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Commercial Operator to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance

Commercial Operator is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Commercial Operator carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.

5. Cyber Insurance

Commercial Operator shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security.

6. Technology Errors and Omissions

Commercial Operator shall maintain a minimum limit of \$1,000,000 per occurrence and \$1,000,000 annual policy aggregate including cyber liability, network security, privacy liability and product failure coverage.

- a. Coverage shall include, but not be limited to, liability arising from theft, dissemination and/or use of personal, private, confidential, information subject to a non-disclosure agreement, including information stored or transmitted, privacy or cyber laws, damage to or destruction of information, intentional and/or unintentional release of private information, alteration of information, extortion and network security, introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon, advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

7. Unmanned Aerial Vehicle (UAV) Liability:

If Commercial Operator desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:

- a. Express written permission must be granted by DEN.
- b. Express written permission must be granted by the Federal Aviation Administration (FAA).
- c. Drone equipment must be properly registered with the FAA.
- d. Drone operator(s) must be properly licensed by the FAA.
- e. Commercial Operator must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

8. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

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

F. Waiver of Subrogation

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

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

If Commercial Operator and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Commercial Operator understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Commercial Operator under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. Notice of Material Change, Cancellation or Nonrenewal

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

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Commercial Operator shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the

Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Commercial Operator shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.

4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Commercial Operator will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Commercial Operator cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

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

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Commercial Operator.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Commercial Operator procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Commercial Operator signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Commercial Operator’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Commercial Operator is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Commercial Operator shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Commercial Operator’s failure to maintain required insurance shall be the basis for immediate suspension and

cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Commercial Operator and its subcontractors of any tier. Part 230 and the DEN Airport Rules and Regulations may be found: [DEN Airport Rules and Regulations](#).

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Commercial Operator and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Commercial Operator is NOT eligible for or provided insurance coverage under a ROCIP program. Commercial Operator must provide its own insurance as specified in this Agreement. If Commercial Operator is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Commercial Operator's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for Commercial Operators. DEN will provide Commercial Operator notice of changes regarding a ROCIP program as applicable to Commercial Operator's work or responsibilities under the ROCIP Safety Manual.

Exhibit D

XI. ATTACHMENT 8, PERFORMANCE AND PAYMENT BOND

Bond No. 0275564

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ACTS- Airport Services, Inc.

a corporation organized and existing under and by virtue of the laws of the State of IL,
hereafter referred to as the "Contractor", and Berkley Insurance Company
a corporation organized and existing under and by virtue of the laws of the State of DE,
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 **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000.00)**, 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. 202580413**, 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;

This bond is for the term beginning 7/1/2026 and ending 6/30/2027. The bond shall be extended for
additional terms at the option of the surety, by continuation certificate executed by the Surety in
accordance with Contract Number 202580413, SECURITY SERVICES – PUBLIC AREA AND CURBSIDE
INTERFACES.

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


24th day of March, 2026

Attest:

Richard Casas, Secretary

ACTS- Airport Services, Inc.
Contractor
By: 

President

Berkley Insurance Company
Surety
By: 

Aerie Walton, 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).

[END OF PAGE]

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Sandra M. Winsted; Susan A. Welsh; Derek J. Elston; Aerie Walton; Jessica B. Dempsey; Samantha Chierici; Kristin L. Hannigan; Nicholas Kertesz; Corinne Chapman; Jean Torres; Roger Paraison; Tara A. Maquinto; Dartonya Wright; Aaron D. Griffin; Richard Casas; George F. Douaire; or Victoria Johnson of Aon Risk Services Central, Inc. of Chicago, IL its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings including bid related commitments such as Consent of Surety, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.



Attest:
By Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT

Maria C. Rundbaken
Notary Public, State of Connecticut

MY COMMISSION EXPIRES 04-30-2020

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 24th day of March, 2026.
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company



Exhibit E

2. DEN EQUITY, DIVERSITY, AND INCLUSION PLAN

ACTS recognizes the need to create a workforce at DEN which reflects the rich cultural history of the City and County of Denver, while mirroring the diverse makeup of the traveling public and creating a welcoming, inclusive culture within the facilities we will be entrusted to protect.

Sam Juchtman, President of ACTS Airports Services, in conjunction with our Equal Opportunity Employment Coordinator, Christian Ryder, Director of Commercial and Business Development at ACTS, will collaborate with our Site Director to jointly ensure the execution of ACTS' Utilization Plan. While Mr. Juchtman's contact information has been previously disclosed, Mr. Ryder can be reached at 773-251-3538 or cryder@acts-sec.com.

ACTS' dedication to fostering inclusiveness, internally with our employees and externally with our vendors and partners, serves as our foundation as we seek to implement similar standards in leading the security program at DEN. With that goal in mind, ACTS is pleased to continue the following Utilization Plan at DEN:

2.1. EQUITY, DIVERSITY AND INCLUSION STRATEGIES

With each of our MWBE partnerships, ACTS maintains consistent communication with our vendors and subcontractors. We integrate them through the composition of our proposal and pricing, the delivery of our capabilities, the implementation of our services, the recruiting, screening, and hiring of our staff, the training and mentoring of our personnel, and the receipt of quality assurance from our clients. We wish to establish a program in which ACTS and the MWBE operate as one in meeting our customer's security requirements. Their regular engagement in all facets of our operations enables ACTS to share new opportunities with them, expand upon our partnership, and realize growth. As we grow, so do they.

2.2. TECHNICAL ASSISTANCE AND SUPPORT

Given the global security experience which the management of ACTS delivers to our security program, we welcome the chance to mentor our MWBE partners in enhancing their own security operations. ACTS' expertise in recruiting, hiring, training, compliance, and employee engagement are hallmarks of our organization and facets which we willingly share with our MWBE partners. By integrating our MWBE subcontractors into our transition, hiring, and operational processes, we provide them with firsthand exposure to the methods which ACTS utilizes in running an exemplary security program. This access will enable our MWBE partners to adapt and integrate these



practices into their own operations thereby enhancing the security programs which they deliver, now and into the future. ACTS is glad to share this insight because through our collaboration, we establish a safer community and world for everyone.

We recognize that each security guard is seen by the traveling public as an extension of DEN. Therefore, every officer must perform to the highest standard. ACTS strives to achieve that goal by delivering consistency across the security program, whether that officer is employed by ACTS or our MWBE subcontractor. To ensure alignment between our staffs and flexibility in meeting the staffing requirements for each post, ACTS will cross-train every security guard, even if they are employed by the subcontractor. The security leadership of ACTS, which has been recognized for their global security expertise, will deliver this instruction, providing an opportunity to mentor officers, identify high performers, and work with our subcontractor to ensure potential advancement opportunities for exemplary staff members. Through our collaborative subcontractor partnership, ACTS hopes to elevate the performance of not only the MWBE company but also their employees.

2.3. PROCUREMENT PROCESS

In the interest of identifying potential MWBE partners to meet the participation goals of RFPS, ACTS contacts all prospective partners properly certified with the government entity leading the solicitation. In this correspondence, we include a copy of the RFP so prospective partners are aware of the requirements of this solicitation. ACTS follows up on this initial outreach with call or emails so we can confirm or disqualify prospective vendors from future consideration. This decision is reached solely on the organization's expertise and ability to meet the specifications of the RFP. For instance, if a company is certified under the NAICS code for Security Officers and Patrol Services but specializes in fingerprinting staff for licensing purposes, they would be disqualified due to an inability to deliver security staffing. However, if there is good alignment between the company's capabilities and the RFP, ACTS will schedule an initial introductory call to discuss their background, the financial strength, their employee base, their clientele, and their capabilities in meeting the Scope of Work of the RFP. ACTS will then advance the conversation with either an in-person or virtual meeting between the leadership of both organizations. That call allows the senior management the chance to exchange information on their respective organizations, discuss their cultures, and lay out their vision for that particular opportunity. If both companies agree to move forward, ACTS extends an invitation for the company to supply a pricing quote. After analysis of these figures for accuracy with the terms of the RFP, local legislation or Collective Bargaining Agreements, ACTS will integrate that information into our pricing and proposal, request the MWBE firm to complete any necessary documents which confirms our partnership.

2.4. COMMUNICATION AND PROPOSER MANAGEMENT

As previously discussed, ACTS believes that communication is key to establishing and maintaining a quality relationship with our MWBE subcontractors. Throughout our partnership, ACTS will include the MWBE firm in all our communications with the client. Through this process, we will establish training plans, partner on recruiting and hiring initiatives, allocate staff, compose Post Orders, respond to new security threats, and deliver solutions to DEN. As the relationship advances into Quality Assurance reviews with DEN, the MWBE subcontractor will be included. Potential adjustments to the security program can then be received by the top leadership from DEN and shared with the field personnel of ACTS and our MWBE subcontractor. Again, this ensures the security detail is working together as one.

Our President, Sam Juchtman, will coordinate all initial and ongoing facets of our engagement with



the MWBE subcontractor. Should the DEN security force experience any challenges, those concerns will be quickly identified and addressed by Mr. Juchtmann so that he can work with the MWBE subcontractor in strategizing on potential solutions.

Additionally, the Site Director, William Brown, will liaison with the MWBE's onsite management to ensure uninterrupted day-to-day operations or adjust the security detail as the needs of DEN change. Regular communication between DEN, ACTS, and our MWBE subcontractor will enable the success of all parties.

2.5. PAST PERFORMANCE

Throughout our history, ACTS has implemented training programs, established vendor relationships, and embraced partnering with multiple MWBE subcontractors as the company has grown.

In order to establish and maintain a diverse and inclusive workplace culture, ACTS delivers a class entitled "ACTS Diversity and Inclusion" through the online learning platform provided by NAVEX Global, a recognized worldwide leader in integrated risk and compliance management software and services. This training, required of all ACTS employees, covers diversity and inclusion in the workplace. Employees are required to complete this course initially upon joining ACTS and receive refresher training on an annual basis.

Additionally, ACTS recognizes the value in partnering with a diverse base of suppliers of goods to enhance our operations. ACTS utilizes Women Owned Business Enterprises (MWBE) in receiving supplies for our operations. As an example, ACTS receives all of our uniform supplies from a nationally certified WBE firm.

ACTS has also established a subcontractor relationship with an MWSBE (Minority, Women, Small Business Enterprise) certified firm in Charlotte, North Carolina, as part of an award to ACTS Airport Services, Inc. from the City of Charlotte for the Airport Security and Traffic Services contracts at Charlotte Douglas International Airport (CLT) beginning in January 2022. Through this partnership, the MWSBE firm delivers roughly 672 HPW in security services, traffic enforcement and customer service safety programs to CLT. This has enabled us to partner with an organization already succeeding in Charlotte and offer mentoring which advances their future growth.

2.6. PROPOSER'S CULTURE

ACTS is proud to provide a diverse workforce to our clients. Our staff, management and leadership has consistently reflected a high level of diversity, reflecting our commitment to equality of opportunities for all, including at DEN.

These beliefs have been reaffirmed through our implementation of "ACTS Diversity and Inclusion" through NAVEX Global. The annual training which our staff receives has enabled ACTS to supplement our inclusive culture and establish a workplace culture which respects the beliefs and background of all.

2.7. FUTURE INITIATIVES

ACTS has witnessed a greater focus from our customers, particularly government entities, in enacting programs which demonstrate a greater commitment towards diversity and inclusion. Clients are seeking to add a MWBE subcontractor or increase the level of participation from these firms. ACTS supports the increased use of MWBE firms. We plan to identify a robust pool of potential subcontractors who would work with us in locations across the U.S. By establishing



relationships with a group of subcontractors, ACTS can work with them in identifying new target opportunities, initiate the process to obtain their MWBE certification from those jurisdictions, and then partner with us through the RFP process in securing new contracts for security services. Again, as ACTS grows, we envision that our MWBE partners will grow with us.

ACTS Vision for Diversity and Inclusion in DEN. ACTS has already demonstrated its ability to meet the diversity and inclusion goals established by DEN. Just as DEN has a long-standing practice of making business opportunities available to Minority, Women, and Small Business Enterprises, ACTS is committed to encouraging the growth of these firms. Our solution focuses on the delivery of quality goods and services to DEN utilizing a diverse, minority-owned organization in meeting the security requirements of DEN's facilities.

ACTS has selected Advanced Professional Security, LLC, d/b/a/ Advanced Professional Security (henceforth Advanced Professional) as our subcontracting partner to continue our MWBE relationship at DEN and maintain that comprehensive security program solution that DEN requires.

Advanced Professional is a privately owned security guard company servicing customers in Denver and Phoenix. Since their inception in 2008, Advanced Professional has been dedicated to providing proactive and trusted security guard services to clients across Arizona and Colorado. Growing in size and diversity, their company culture was established based upon uncompromising standards focusing on the support of their people and customers. As the founder of Advanced Professional Security, President and CEO, Galen Morrow, has implemented achieved the following:

- Developed and implemented systems and processes to establish and maintain security initiatives.
- Coordinated the collection, compilation, and analysis of security related reports data; developed, and presented comprehensive statistical reports.
- Ensured completion of deliverables and adherence to timelines and track milestones across customers' security programs.
- Proactively identified changes in work scope and ensured appropriate planning measures were taken with internal and external clients to reassess, renegotiate, and amend scope of work responsibilities, proposals, contracts, and budgets.
- Developed project plans including scope, cost, and officer work schedule.

Advanced Professional has demonstrated flexibility in responding to the unique security needs of a variety of clients. The company currently contributes as the current sub-contractor to our Curb Side and Public Interfaces Security Contract, fire-watch security operations at Denver International Airport and serves as a subcontractor in protecting sites for the City of Denver. Advanced Professional also secures 18 locations for Colorado's largest credit union. In the past, Advanced Professional served as a liaison and partner to the United Nations and NATO Forces. Additionally, Advanced Professional Security coordinated airport security for high-profile passengers traveling through DEN for the 2008 Democratic National convention.

Advanced Professional currently employees 290 full-time employees and generates annual revenue of roughly \$12 million.

Given its financial strength and marquee customers, ACTS is excited to continue our partnership with Advanced Professional as we feel their operations and business model will enable us to collaborate in protecting those traveling through DEN.

If awarded again, the Curbside and Public Area Interfaces contract, ACTS intends to subcontract roughly 410 weekly hours to Advanced Professional. With this new contract, Advanced Professional will hire an additional 3 employees to ensure contract compliance.



In addition to providing a diverse workforce to DEN, ACTS has partnered with Asia Trading International, LLC DBA Unipro International in providing uniform and accessories to our security staff. While Unipro is not certified through the City or County of Denver, they have received certification from the Women's Business Enterprise National Council as a Women's Business Enterprise. We understand their involvement will not be recognized in meeting the MWBE goals of DEN. However, we still wanted to highlight Unipro's involvement in our operation as we believe that relationship demonstrates the commitment of ACT to delivering solutions and goods to DEN using diverse organizations in a variety of roles.



concessions, etc.)

- + Protecting City property against fire, theft, pilferage, destruction, and vandalism by reporting any and all occurrences immediately.
- + Performing additional duties as required/requested.
- + Other duties may include but are not limited to special orders, additional tours of duty, additional personnel requirements, specialized duties, etc. Instructions may change at any time; however, the City will provide a 24-hour notice of such change.
- + Additional duties may include Special Projects and Events.

PROGRAM COMPONENTS. Fixed posts contribute to the overall security envelope of airport personnel and resources. In the most discreet and professional manner, ACTS security officers detect and prevent persons seeking to gain unauthorized access to airport property.

Detection is achieved by alert, well-trained ACTS security officers. Once on post each security guard adheres to his/her post orders and applies appropriate access control procedures at all times. Each assigned security guard will be trained to identify and detect prohibited items and people to prevent entry into the airport and secured or restricted areas.

Prevention of unauthorized access is also accomplished by the visible, physical presence of members of the ACTS security force. Uniformed security officers at fixed posts control the authorized movement of employees, contractors, concessionaires, and visitors while deterring the unauthorized entry of prohibited items and persons. *ACTS' basic (initial), refresher, and in-service training provides each security guard with the ability to recognize and detect unauthorized persons within the airport's facilities and identify prohibited items during inspections.*

Post Duties. The information provided in the security guard's procedures manual will contain Aviation Specific Post Orders. **Security force members will be 100% knowledgeable of their assigned post duties, reviewing orders and pass-downs at the beginning of their shift for updates or changes.** The security force will receive random "no-notice" assessments by the supervisors and managers on their knowledge of their post assignment and procedures. Deficiencies are documented during these assessments, incorporated into the Quality Control process and brought to the attention of the Site Director. The Site Director is responsible for correcting deficiencies in security guard knowledge. *Non-compliance with security directives, airport or TSA rules and regulations, or any element of the Airport Security Plan will be documented, and the security officers will receive refresher training relevant to the compliance element.* ACTS acknowledges that non-compliance with security directives, regulations, or any element of the ASP or agreement might result in DEN issuing a fine and potentially terminating the contract, dependent on the nature of non-compliance and frequency.

Fixed posts are manned at all times during the contract-required post coverage hours by uniformed, trained, and qualified personnel. At no time is an open post tolerated, unless a special and unusual emergency situation requires diversion of personnel from fixed posts. During these rare instances, only direction from DEN's management allows the diversion of personnel from any fixed post.

Access Control. The aviation security management team will ensure security officers and supervisors understand all Post Orders, in particular, those addressing entrance and exit control of personnel and property. Unescorted access policies will be strictly adhered to in all cases. Security officers will complete the basic (initial) and on the job training for each post under the contract. Furthermore, through in-service and refresher (re-certification) training our security force stays



current on not only duties and tasks, but also the procedures to ensure the completion of thorough inspections of forms of identification badges, vehicles, and packages.

TSA REGULATIONS. ACTS has extensive experience in complying with Federal security regulations as it relates to conducting security inspections, vendor/employee screening and other aviation security services, complying with 49 CFR 1542, 49 CFR 1544, 49 CFR 1546, and 49 CFR 1549 regulations.

2.8. UNDERSTANDING START-UP COSTS

ACTS is in the unique position as being the present vendor to this contract. Since awarded this contract in 2022, ACTS has been able to procure, implement, and maintain required supplies and tools needed to service DEN. Going into this RFP, there will be a very minimal amount of procurement needed on our end since we already have the majority of the requested items on hand and currently in use. We do anticipate that two more vehicles will need to be secured along with additional radios, however, the majority of the technology and supplies are already in place and currently being used on the contract.

While our start up costs will be minimal, we do understand that over time and through wear and tear, items may need to be replaced. When planning out operations, we understand that dynamic and utilized average life spans for items, to make sure we are covering the cost of those items accordingly. In doing so, the initial cost of the item and potential replacement(s) of those items is broken down over the span of the contract. This is then captured in the billable rates back to DEN.

2.9. TECHNOLOGY SOLUTION

TrackTik is the software application that ACTS has been using since 2023 on this contract. The guards typically access the application through a mobile device (Sonim) that we provide. TrackTik has been able to provide a number of easy-to-use electronic reports to not only DEN, but all of our other airport customers across the United States. Some of the most commonly used reports that we currently utilize on the DEN contract are:

- + Incident and Emergency Reports
- + Inspection Reports (TSA, Customer, and Internal)
- + Daily Security Activity Reports
- + Lost/Stolen Items
- + Employee Timesheets and Invoicing
- + Special Events

Our reporting system is cloud-based, enabling the organization to provide all daily logs and incident reports to DEN electronically. Reports are distributed to DEN's designated representatives based on your preferences and based on the type of event (immediately, daily, weekly, monthly, or quarterly). Electronic reporting ensures that all contract documentation, including inspections, logs, and reports are accurately maintained and provided when necessary. While ACTS has already developed and refined our reporting process to DEN, we know it's a dynamic environment and processes and needs can change at any time.

ACTS has also partnered with Samsara, a technology company that produces AI powered dash cameras. Their systems detect risky behaviors like tailgating, drowsiness, rolling stops, harsh braking, and inattentive driving. They also have the ability to capture video footage while our officers are on patrol or at security related incidents. Additionally, the cameras provide an extra



layer of accountability and compliance to our officers in the field.

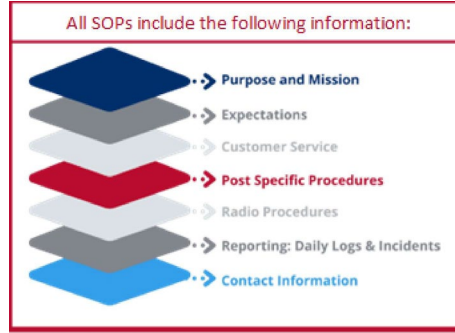
To ensure the security of our data and technology, ACTS is proud to be certified as ISO 27001:2023 compliant. We have Information Security Management Systems that manage risk through policies, procedures, and controls of our information assets. ACTS uses software that offers advanced threat detection, real-time protection, and automated responses to cyber threats, allowing us to establish a robust security posture. This integrated approach helps prevent unauthorized access, detects malware and ransomware, and minimizes potential risks, empowering businesses to operate securely and efficiently in an ever-evolving hostile environment. These tools, coupled with biweekly phishing challenges for ACTS employees, fosters awareness as well as a strong defensive posture.



2.10. UNDERSTANDING THE CHALLENGES

Development of standard operating procedures (SOPs) are an important part of the contract implementation process, reviewing existing documents, revising programs to reflect the new contract, and implementing new procedures. SOPs are living documents that evolve with the program, incorporating new security measures, changes to the Airport Security Plan, implementing security directives or other regulatory requirements issued by TSA or other entities.

ACTS' leadership teams are well versed in creating and modifying SOPs for an array of operating environments. When we were originally selected by DEN to serve as your security partner, our contract implementation team met to discuss your initial goals and concerns for the security program, walk the facility to assess every single post assignment and terminal layouts, and review existing SOPs to understand how the current program operates, as well as the opportunity to review the approved Airport Security Plan. Each of these elements provided ACTS' leadership team with insights on the requirements which needed to be incorporated into what are the current SOPs. These post specific SOPs were incorporated into our training plan for all security officers. Currently, all six of our airport partners have worked with us to develop site specific training and procedures to accommodate their ASP. Complexities such as other airport vendors, unions, weather, staffing levels, passenger volume, and unforeseen circumstances all play a role in the creation of SOP's and how work requirements are addressed. By living and breathing the DEN operation for the last 3 years, the ACTS team has become very in-tune with all its complexities and how our operation needs to respond in order to ensure service levels and compliance are not compromised. Below are just some of the details that go into the creation of our POST specific SOPs:



VEHICLE AIRFIELD GATES

- ID verification & Stop lists
- Vehicle inspection protocols
- Prohibited items

PERIMETER PATROLS

- Inspection techniques
- Location of construction projects
- Prohibited items

CHECKPOINTS (AWS and Non-AWS)

- ID verification & Stop lists
- Unbadged escort procedures
- Checkpoint operations
- WTMD and HHMD
- Equipment calibrations
- Prohibited items
- Notifications and search procedures

TERMINAL PATROLS

- ID verification & Stop lists
- Conducting random inspections
- Bag search procedures
- Unbadged escort procedures

ALARM RESPONSE

- Types of alarms
- Response timeframes and protocols

LOADING DOCKS

- ID verification & Stop lists
- Approved shipper information
- Conducting inspections of goods from an approved shipper
- Process for inspecting goods from a non-approved shipper



2.11. CONTRACTUAL AND REGULATORY COMPLIANCE

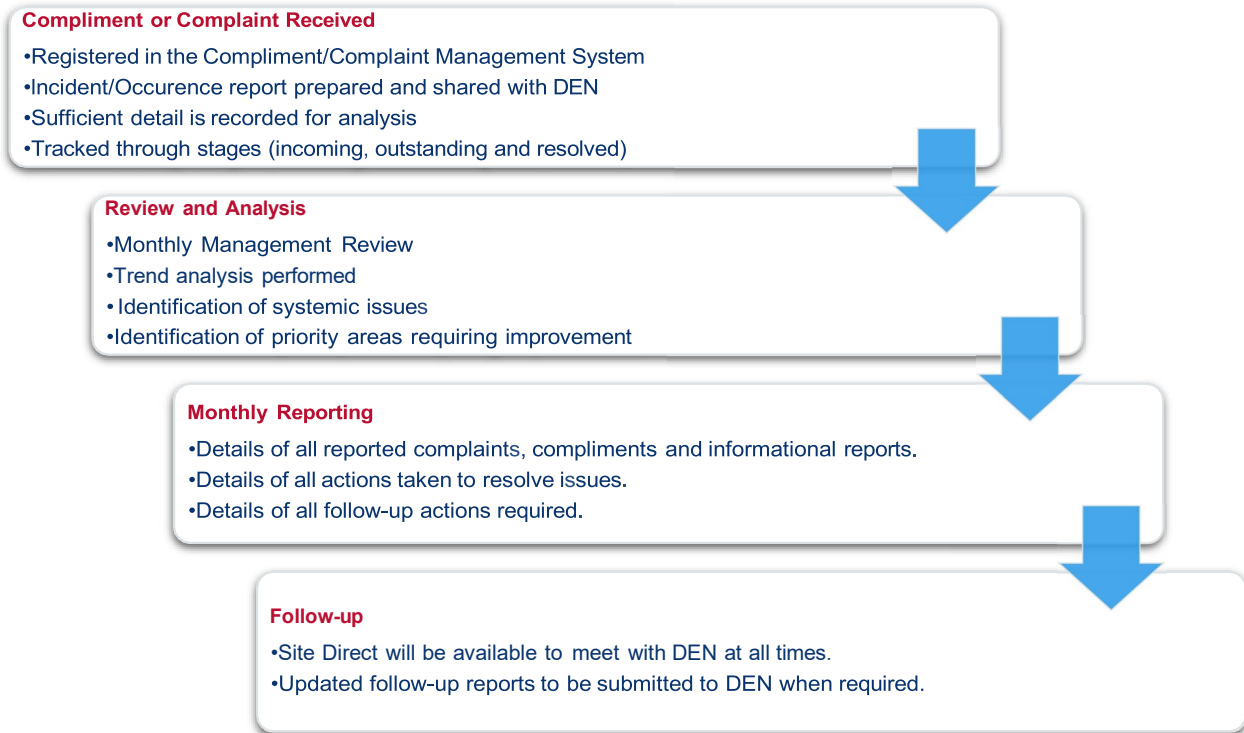
In delivering on our mission to be the most trusted aviation security provider, ACTS' security teams are trained and held accountable to resolve any issues, concerns or complaints in a professional and positive manner. To mitigate customer service complaints, all employees complete initial and annual customer service training. All complaints received are documented and followed up to ensure that no complaint is left unresolved. See process table below.

Staff	Stage	Customer Service Complaints Process
Initiator	Initiation	Non-Conformance Report (NCR) created by the Site Director.
Site Director	Corrective Action	Receive, investigate, and resolve complaint.
President	Escalation as required	Complaint may be escalated to President as required to resolve complaint.
As required	Root Cause Analysis	Take preventive actions to ensure that there is no recurrence.
Site Director	Follow Up	Meet with DEN representatives and provide report.

In order to resolve any problems/concerns/issues that may arise during the term of this agreement that focus on significant deviations from DEN's expectations, the following steps will be taken by ACTS and DEN's representative, working together towards successful resolution:

1. Identification and resolution of the problem
2. Root cause analysis
3. Steps to effectively resolve possible future occurrences
4. Prevention of future occurrences.

Resolving Issues



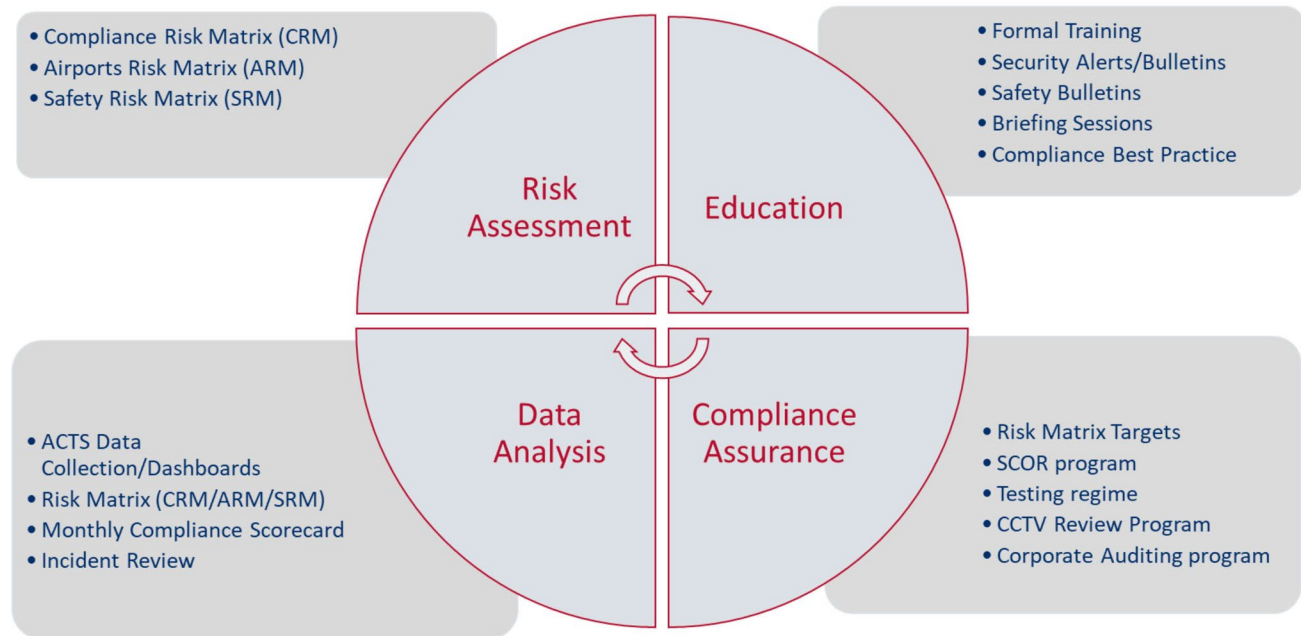


ACTS COMPLIANCE PROGRAM

ACTS has a proactive Compliance Program which is designed to lower security and compliance risk. Built on 4 key elements of Risk Assessment, Education, Compliance Assurance and Data Analysis, the Compliance Program has the necessary components to facilitate security best practice through continuous improvement. Appropriate data is systematically captured and analyzed to identify trends which then inform the training team of any amendments to the materials or delivery methodology. Since the introduction of the in-house designed and developed Compliance/Airports Risk Matrix (CRM/ARM) mechanism, ACTS has experienced decreases in compliance risk across the business. The CRM/ARM has undergone several reviews and modifications since inception to become the proactive and preventative tool which it is today.

ACTS takes this forward-looking approach to identifying risk and adopting risk mitigation measures to avoid issues from occurring. Following any security incident or compliance failure, lessons learned are shared across the sider business to further prevent a repeat occurrence.

ACTS Compliance Program 2025



CONTRACT COMPLIANCE AND QUALITY ASSURANCE. ACTS strives to *provide the highest quality security personnel and service to every client*. Measuring our service is important to ensure the consistency and quality in the delivery of services for our customers. ACTS will continue to work with DEN to define a set of meaningful and measurable Key Performance Indicators (**KPIs**) designed to assess, evaluate and measure service levels and drive continuous improvement. Employee performance management, measurement and accountability is a critical component to the delivery of quality services. ACTS will monitor the quality and performance of all security officers through:



- + Performance standards and expectations
- + Supervisor monitoring and coaching
- + Site inspections and audits
- + Feedback from DEN & TSA feedback
- + Formal employee performance evaluations (new employee and annual).

Our quality assurance efforts are proactive and ongoing. We want to ensure every aviation security program exceeds our clients', and our own, high expectations.

We know how important a high-quality security program that incorporates customer service is to DEN and the customers you serve. ACTS approach to quality assurance is to identify the standards for the service that is being provided and use that information to develop and improve it. Program evaluation measures employed by ACTS in the delivery of security service include:

- + Regular, frequent spot checks and site visits by the Site Director and Management
- + Program audits by ACTS' national audit team
- + With approval, bi-annual drills by the Supervisors and Site Director in full cooperation with the management team
- + Regular input and feedback of DEN staff
- + Communicating Service Quality Assurance information to DEN on a monthly, quarterly and annual basis
- + Consistent examination of individual performance
- + Quarterly evaluation of team and service performance
- + Annual review of service performance

QUALITY POLICY. It is the policy of ACTS to achieve and maintain a high standard of quality in all aspects of its operation and to continually satisfy the expectations of our customers with respect to all services offered. All work is to be conducted to a high professional standard and with integrity. In order to do this, we have implemented quality systems and processes that are continually being improved to satisfy our customers' changing needs.

Our desire to identify opportunities for improvement and share best practices helps us keep our programs fresh and our service offerings geared to our clients' unique needs. All security programs, whether they've been in place for 10 months or 10 years, are carefully reviewed and monitored on a regular basis to ensure contractual obligations are met and your program is efficient and successful.

INTERNAL QUALITY AUDIT. Security programs must be reviewed regularly to be sure we are meeting the ever-changing needs of our clients. ACTS' new initiatives and enhanced training programs are the results of our internal quality audits. We continuously review our services and programs to ensure we exceed expectations.

Safety and security all hinge on a security guard's ability to recognize potential threats, realizing when a situation is escalating and knowing how to respond appropriately. ACTS will implement the following compliance program to achieve the highest level of attentiveness.

Service Audits

ACTS implemented and maintains a system of (pre-approved) evaluation, service audits and system tests during the current contract.

The results of these tests will be used to pinpoint aspects of the service that can be improved and incorporated into our monthly and quarterly business reviews for DEN.



Criteria	Program and Tools
<p>Testing and Coaching</p>	<p>Supervisor Compliance Observation Report (SCOR) program: Daily employee observations using the technology-based TrackTik application that is used as an observation/coaching tool to document security guard performance and corrective actions taken. All operational components can be audited with ability to tailor to specific security functions as needed. Reports are designed based on operational function and necessity</p> <p>Internal self - testing: Introducing ACTS test items into the process to test security guard success in identifying threats. Internal testing is captured using the TrackTik application and is designed to address key components of current services performed. New testing can be designed and incorporated into the platform easily.</p>
<p>TrackTik</p>	<p>A proprietary ACTS application used on handheld devices to complete and capture key compliance data, including Supervisor Compliance Observation Reports (SCORs), supervisor audits of safe work practices, internal testing and video review results.</p>
<p>Oversight and Engagement</p>	<p>Compliance/Airports Risk Matrix: each aspect of the risk matrix is reviewed on a monthly basis by the Compliance Team. The results, including a summary of changes are sent to the CEO/CSO for visibility and awareness.</p> <p>Audit program: Each ACTS station receives at least one full Corporate Audit annually. Each audit result is communicated to the ACTS Senior Leadership Team (SLT), and a failure requires a set of agreed actions to be taken in a specific time period, which is all overseen by the Compliance Team.</p> <p>Compliance Review: Weekly compliance reports covering Incidents, TSA and Internal testing, SCOR and video review and monthly scorecard review by CEO/PresidentNP Compliance.</p> <p>Video Review program: Managed by our VP of Compliance - local management video review of inspections and corporate reviews.</p> <p>Employee Rewards Program - monthly employee and quarterly station recognition.</p>
<p>Continuous Improvement</p>	<p>Incident Review: Standardized investigation and review process whenever we have a potential compliance/safety incident. Major failures, including all TSA failures, reviewed by Compliance Committee, which is Chaired by the VP of Compliance and includes key members of the ACTS Senior Leadership Team.</p> <p>Technology: ACTS utilizes TrackTik for incident reporting and for capturing SCOR, internal testing and video review results, and incident management that allows us to analyze compliance trends and history.</p>

DEN QUARTERLY REVIEW OF PERFORMANCE AND QUALITY. Over the past 11 quarters, ACTS has attained **Level 1 performance on 9 occasions**, enabling us to earn the highest incentive payout (1.5%) under DEN's quarterly incentive program. This incentive framework is a powerful tool that directly rewards our officers for achieving security compliance, strong attendance, excellent customer service, and a professional officer image. The vast majority of each quarterly incentive is distributed directly to our staff-both individually and collectively, reinforcing high performance, boosting morale, and aligning our team's priorities with DEN's mission.

Moreover, this program has fostered a culture of accountability and continuous improvement, as officers know their efforts directly impact their collective and individual earnings. Through this shared success model, we've seen sustained reductions in compliance deviations, improvements in customer feedback scores, and enhanced operational consistency across shifts.



QUALITY ASSURANCE MEASUREMENT. ACTS proposed means of identifying, controlling and monitoring service standards and compliance delivered to DEN falls, broadly, into two fundamental areas.

PERCEPTION

How our service is 'perceived'.

Does DEN like the service being delivered?
For this we use:

DAILY CLIENT LIAISON

The ACTS Site Director is your first point of call for any service issues. He will liaise with your representatives on a daily basis and will actively emerge himself within the culture of your organization.

REGULAR CLIENT MEETINGS

ACTS proposes a regular schedule of meetings between DEN and the ACTS management team; Site Director (weekly), President (monthly).

CLIENT SERVICE REPORT (CSR)

The Client Service Report will record how you felt we had served you during the previous month. Criteria for DEN's CSR will be set, so we know it rates us on the things that are important to you.

COMMENDATIONS & COMPLAINTS

ACTS records all unsolicited commendations (some of which are published within the ACTS newsletter) and complaints (all of which are investigated and responded to).

PERFORMANCE

How the service 'performs'.

Are we delivering the service on time, to the agreed specification? For this we use:

DRILLS

If DEN permits, ACTS proposes to run a system of regular, DEN pre-approved drills that will practice the security team in procedures specified within their Assignment Instructions.

REFRESHER TRAINING & TESTS

Will be conducted on site monthly

ACTS SERVICE AUDITS

ACTS' National Compliance Team will audit DEN program at least once a year.

UNANNOUNCED INSPECTIONS AND TESTS

Conducted by ACTS' management team, these tests are designed to challenge the service teams and security processes.

KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPIs) measure us against your pre-defined criteria. KPIs will allow you to clearly define the service you want, and how you want it delivered. We will ask you to score us weekly (ensuring a rapid response to service issues) and record them monthly.

2.12. APPROACH AND EXPERIENCE

In order to deliver a world class security and customer service, ACTS must first select and retain the highest caliber of personnel. To achieve this, ACTS recruitment and selection process is designed to ensure that those who join us meet our standards and will be adapted (if necessary) to ensure that they meet the on-going requirements of our customers.

ACTS has tailored its recruitment approach to the specific needs of DEN - be that 'behind the scenes' security officers doing terminal patrol, loading docks, or curb side to 'client facing' security who demonstrate a high capacity for excellent customer service and initiative, at posts such as PSO's, train exit, or traffic and pedestrian management. ACTS has ensured an optimal match between DEN's requirements and those personnel assigned to the contract. The demonstrated competencies to be successful as an ACTS security guard include:

- + **Security Mindset** - take pride in keeping the skies safe and the flights secure
- + **Trust** - keeping promises and speaking the truth
- + **Customer Focused** - the willingness to listen and the duty to act - promptly and appropriately

- + **Team Spirit** - integrity, experience, collaboration and open communication
- + **Innovation** - creativity, seeking new ideas, continuous improvement through anticipating change and adapting to it

At ACTS, our people are our company. They directly reflect our vision, values, and commitment to world-class aviation security services. Our selection process is designed to identify and select qualified, service-oriented individuals who possess ACTS' values and have the ability to fulfill our mission to be *the most trusted aviation security provider in the United States*.

ACTS' selection process is a significant departure from the well-established hiring paradigm commonly found in our industry. *We do not fill posts*. We select the most qualified candidates with civil aviation security experience who meet the requirements of our organization and our clients. *We do not hire officers*. Recruiting is a vital element in the lifeline of a service organization. Without quality people, we would have no service to provide. In today's increasingly competitive labor market, ACTS differentiates us from other employers by creating a career path for aviation security and service personnel. We invest in our people by offering market competitive wages, meaningful benefits and unlimited career growth opportunities. The result of this process is a service team which possesses the image and attitude reflective of ACTS' standards and our client's commitment to aviation security.

Recruiting Process. ACTS uses a number of recruiting resources to identify qualified candidates, from our company job board, acts-sec.com/careers, web-based job boards such as Indeed, Monster, and industry job boards such as AAAE and LinkedIn, to local workforce centers, college and university placement centers and veteran placement organizations, as well as local job fairs and open houses and our employee referral program to create a robust candidate pipeline.

Training Process. Learning and development is one of the cornerstones of employee success in delivering our commitment to be *the most trusted aviation security provider in North America*. ACTS' learning and development strategy is based around the provision of an environment where hard work is rewarded and where personal development is actively encouraged and supported. As such, ACTS actively invests in the resources necessary to achieve this objective.

ACTS is committed to personal development. Employee development is important in order to enable individuals to carry out their duties effectively, to prepare them for changes that affect their roles, to equip them to meet the challenges and demanding objectives which are articulated in corporate plans, release creativity and enable them to realize their potential.

ACTS' training curriculum for security officers is based heavily on classroom interaction and a practical application of aviation security principles. Our training programs provide a blend of technical skill with a special emphasis on communications, customer service and a history of aviation security. We place special emphasis in requiring each security officer to attend a comprehensive, classroom training program prior to being deployed to any airport. The program is taught by a training professional who is dedicated full-time to the design and delivery of dynamic and comprehensive training programs. ACTS' training process ensures our security officers have an opportunity to succeed in their assignment.

Experience shows that virtually every measure of security officer quality can ultimately be tied back to learning and development. The security program for DEN can only succeed if your security officers receive the support, training and knowledge necessary to stand post. ACTS is committed to providing DEN with the aviation security industry's most highly trained and prepared security officer, supervisors and management team.

Our comprehensive training program is the starting point for security officers' growth and



development. Our national trainer in conjunction with the local management will conduct in-person pre-assignment, on-the-job and continuing education for our security officers. **The on-site Site Director is responsible for ensuring that all training requirements are met over the course of the contract.** This will include initial training, monthly recurrent, yearly recurrent, and any additional training required by DEN, the City and County of Denver or TSA.

Management. DEN gains more than a "vendor" from a partnership with ACTS. By contracting with ACTS, DEN will gain a true partner. What this means for DEN is that you will have a team who has committed to "do whatever it takes." This level of commitment and dedication to DEN's continuously evolving security needs and requirements will become visible during our transition and continue throughout the duration of the partnership. ACTS' security program will adapt and be responsive to your changing needs, and your on-site ACTS team will work diligently from day one to earn your trust. ACTS also commits to bring together the best practices of the aviation world for DEN.

We intend to deliver on this promise through:

- + Our **on-site Management team**, in place to manage the administration behind the security program, leaving you to focus on what is important: The security of DEN. This starts with the commitment of our CEO and President and extends to every member of the ACTS team.
- + Our **program structure** will ensure the security team assigned to DEN has the necessary resources and tools to succeed.
- + Our **understanding of DEN's specifications** allows ACTS to design a program for your immediate needs and requirements as well as possible future needs and projected growth of DEN. *You deserve a security partner who understands growth, who is fast and nimble, and is committed to your priorities. This has never been more evident than in today's current environment.* Not all airports are alike, nor is the work that is done for them by security services providers; ACTS has employed industry best practices, married with DEN's requirements to deliver a world class security program and accentuate the program by *selecting security officers who understand the mission, vision, and business priorities of you, our customer, and the traveling public.*
- + **ACTS' security team** will ensure that DEN is receiving industry expertise, responsive regulatory changes and best practices from our aviation programs around the world.
- + Bringing **ACTS' aviation program** standards will provide the structure and processes DEN requires for a successful security program, ensuring that every level of your security team is abreast of changes in the industry and trained beyond your expectations.

Development. An important part of the duties of an ACTS Supervisor is to review, document, and actively be involved in their employees' performance.

An employee cannot be expected to perform at the expected level established by ACTS if that level has not been communicated and reinforced regularly. Our performance evaluation system requires that these reviews be conducted more frequently with new hires and annually thereafter.

Performance is evaluated through formal annual appraisals and more frequent informal feedback and counseling, based on personal observation of routine duty performance.

Each ACTS employee's reliability and job performance will be evaluated by the employee's supervisor. This evaluation will be documented. Evaluations via informal feedback meetings will also be documented.



Some of the elements evaluated include:



1. **Job Knowledge** - Rules, policies, laws, regulations; requirements of the current job assignment
2. **Ability to Effectively Communicate** - Verbal communication, written communication, communicating with HEART
3. **Culture Building** - Fostering a work environment built on ACTS' core values
4. **Personal Traits** - demonstrating professionalism and teamwork values through conduct, attitude, dependability, cooperativeness, initiative
5. **Effectiveness** - Effectiveness of routine performance, handling stress situations, judgment and decision making, directing people
6. **Equipment Care** - Equipment used to perform the duties
7. **Personal Appearance** - Uniform, grooming, and appearance

Personnel evaluations will be conducted after 90 days following initial hire and annually thereafter, based on employment anniversary. Supervisor Compliance Observation Reports (SCORs) are also the responsibility of the supervisors. Any signs of aberrant behavior will be immediately reported to the designated DEN representative. These evaluations are further augmented by formal security performance audits conducted by ACTS corporate personnel.

Promoting, Recognition, and Accountability. ACTS recognizes security officer for excellent customer service and security performance. Formal recognition for exemplary service supports our culture of quality and employee recognition also has a way of inspiring others to perform at a higher level.

At the heart of this effort is a sincere appreciation for hard work, good judgment, and continuous improvement. We strive to recognize and motivate security officers for outstanding achievements, exceptional performance of everyday duties and for being a true asset to the security team.

measure us against your pre-defined criteria. KPis will allow you to clearly define the service you want, and how you want it delivered. We will ask you to score us weekly (ensuring a rapid response to service issues) and record them monthly.

PROGRAM	DESCRIPTION	RECOGNITION
Employee of the Month	Recognizes the outstanding performance of security officer at each program based on specific, measurable criteria. security officer are nominated by the Site Director based on: <ul style="list-style-type: none"> + Overall performance as documented through SCORs, Video Reviews, Internal Audits, SQORs + Formal recognition from customers and/or TSA + Feedback from ACTS employees (auditors, trainers, managers, etc) + Attendance 	<ul style="list-style-type: none"> + A monetary award + An ACTS employee recognition challenge coin   + Name on employee of the month plaque in station office + Recognition and picture published in newsletter, Inside ACTS + Are eligible to be ACTS Employee of the Year





PROGRAM	DESCRIPTION	RECOGNITION
Employee of the Year	ACTS recognizes the top performing security officer companywide as the ACTS Employee of the Year, as well as honorable mentions for other security officer who have demonstrated outstanding performance over the course of the year. security officer who have been recognized as employee of the month during the previous calendar year are nominated by the Site Director.	<ul style="list-style-type: none"> + A monetary award + An Employee of the Year plaque for the employee of the year + An ACTS employee recognition challenge coin for the employee of the year honorable mentions + Name on ACTS Employee of the Year plaque in corporate office + Recognition and picture published in newsletter, Inside ACTS + Recognition and picture published in ICTS Europe newsletter
Station of the Quarter	Recognizes the top performing station throughout the company each quarter. This program recognizes the performance of the entire station team rather than the specific performance of an individual in a station	ACTS Senior Leadership team visits the station and serves an appreciation lunch for the entire station.

The quality of ACTS' performance of the services shall be assessed monthly by DEN and the Site Director and President during their Quarterly Business Review meetings. While ACTS measures the operation based on its Compliance Program Scorecard, DEN also measures the performance of our staff on a quarterly basis. Below are some of the key areas that are focused on between both compliance programs that help ensure a high performing, compliant, and customer centric operation.

Key Performance Indicators - Categories

COMPLIANCE	Measurement	Frequency	Target Score
Overall	Compliance Stats	Monthly	100%
TSA/Customer Activity	Failures or Issues Noted (within 9 months)	Monthly	No issues noted within 9 months
TSA/Customer Activity	Passes or No Issues	Monthly	Less than one (1) issue (Monthly)
Compliance/Training Performance	Internal Measuring	Monthly	No compliance/Training is up to date
CCTV Access	Access to CCTV systems	Monthly	Has Access to a CCTV system
Corporate Audit Results	Audits conducted on site by Compliance Team	Annually	85%+
Response times to alarm	Incident specific feedback from DEN	Monthly	3mins
CUSTOMER EXPERIENCE	Measurement	Frequency	Target Score
Complaints	Stats from DEN and ACTS	Monthly	100% response within 7 days.
Customer Confidence	Feedback from DEN	Quarterly	Confident Rating
Airport Service Quality (ASQ)	Quarterly survey results presented by DEN	Quarterly	Courtesy- 4.3 Safe & Secure - 4.3 Thoroughness - 4.3
EMPLOYEE ENGAGEMENT	Measurement	Frequency	Target Score
Management Partnership	ACTS/DEN Communication	Monthly	To review Bi-weekly
Staff Turnover	Attrition rate supplied by ACTS	Monthly	Attrition Rate (Tenure > 18 months)
Punctuality / Attendance	Stats from ACTS	Monthly	3%
Employee Engagement	Staff Forum	Quarterly	Forum issues raised vs. resolved
Reward & Recognition	Details from ACTS	Monthly	Letter of recognition / commendation



Our KPIs aim to highlight the service requirements which are of key importance to DEN. Each focus area is measured and categorized as: **GREEN**, **AMBER**, or **RED**.

Sample KP/ Matrix

Category	RED	AMBER	GREEN
1. Compliance with legislative and regulatory requirements	Compliance is performed to a standard that barely meets compliance minimum standards and creates cause for concern	Compliance meets minimum standards only. Improvements can be achieved through personnel and/or procedural improvements that are reasonably achievable.	Compliance exceeds minimum standards in most respects. [Improvements can be achieved through personnel and/or procedural improvements that are achievable with some effort.
2. Supervision	Little adequate supervision in either presence or performance. Where supervision fails to provide adequate and consistent levels of leadership and control.	Physical supervisory levels are adequate to maintain operational requirements. Only adequate levels of leadership and control demonstrated.	Physical supervisory levels are consistently met. Above average levels of motivation and leadership consistently practiced.

The combined output from these systems along with data collected from our client service reports, employee evaluations and KPI results are used as the basis for our regular client report meeting agendas where rewards for outstanding performance and remedial action to correct under-performance can be presented and agreed upon.

ACTS has a security culture and a strict expectation of agent compliance to policy and procedure. We have a standardized employee discipline matrix that ensures consistency or corrective action and a commitment to employee rewards to promote positive reinforcement for security excellence. The purpose and benefit of these performance evaluation and recognition programs include but are not limited to:

- + Expressing appreciation of good performance.
- + Documenting performance strengths and weaknesses.
- + Discussing deficiencies openly and establishing methods for overcoming each deficiency.
- + Reviewing or updating position descriptions.
- + Clarifying job expectations.
- + Setting standards of performance.
- + Establishing that an employee has successfully completed his/her probationary period.
- + Documenting progressive disciplinary concerns
- + Facilitating employee productivity and professional growth.
- + Understanding what additional skills exist within our business and how we can best harness these skills for the benefit of our clients.
- + Encouraging communication between employees.
- + Motivating improvement in performance.

ACTS has designed and deployed a Disciplinary Matrix that identifies a written, consistent plan for progressive discipline. The purpose of ACTS' progressive discipline guidance is to communicate guidelines for responding to violations of the organization's policies and/or various performance problems. Our disciplinary approach is derived from the concept that we want to address discipline in a proactive manner and encourage the proper behavior as opposed to responding to improper



behavior, addressing all employee performance deficiencies and misconduct in a consistent, timely, and equitable manner, free from emotional overtones or personality differences. There are four basic elements in the progressive discipline process.

- + Oral Warning, administered by supervisor or manager
- + First Written Warning, administered by the Site Director
- + Final Written Warning, administered by the Site Director
- + Suspension Pending Termination, administered by the Site Director with support of ACTS Corporate HR.

Although ACTS utilizes a progressive process to address minor performance or behavior concerns, misconduct resulting in a security breach or a violation of the contract requirements will result in immediate removal from the contract.

2.13. COMPLIANCE IN PREVIOUS REGULATORY ENVIRONMENTS

In the last 3 years while providing security services to DEN and at all five of our other Airport Security programs (CLT, MEM, MSP, PIT, and CVG) across the United States, we have been successful at ensuring compliance with Federal, State, and local requirements. We partner with our Airport operators, Police, and the TSA to ensure ACTS' training, SOP's, and execution of those policies are consistent with all of our staff. Through engaged management, regular trainings and briefings, internal and external audits and testing, it prepares our staff to not only meet the expectations of DEN and our other clients, but in most cases exceed those goals.