

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into as of the date stated on City's signature page below by and between City **AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation ("City"), and **BAGGAGE AIRLINE GUEST SERVICES INC.**, a corporation organized under the laws of the state of Florida and authorized to do business in Colorado ("Bags" or "Consultant") (collectively "Parties").

WITNESSETH:

WHEREAS, City owns, operates, and maintains Denver International Airport ("DEN"); and

WHEREAS, City desires to obtain professional services to assist its Department of Aviation in baggage delivery services at DEN; and

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

WHEREAS, Consultant's proposal was selected for award of RFP NO. 201629746; and,

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

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

ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation ("CEO"), her designee or successor in function, authorizes and directs all work performed under this Agreement. The CEO shall have the power to further delegate the authority identified herein, including, but not limited to naming a Project Manager ("PM") for this Agreement. Reports, memoranda, correspondence, and other submittals required of Consultant hereunder shall be processed in accordance with the Project Manager's directions.

ARTICLE II DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. Scope of Services. Consultant will provide professional services and provide deliverables for City as designated by the CEO, and/or her designee, from time to time and as described in the attached **Exhibit A** ("Scope of Work") in accordance with schedules and budgets set by City. The Parties acknowledge and agree provisions of **Exhibit A** are subject to change throughout the Term, in accordance with the needs of DEN and requirements of the Transportation Security Administration and/or Federal Aviation Administration. In such circumstances, The Parties agree to modify **Exhibit A** with such mutually agreed upon changes, by letter executed by the CEO without formal amendment to this Agreement. Such changes to **Exhibit A**, shall not affect the Maximum Contract Liability stated herein.

B. Professional Responsibility. Consultant 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. Consultant hereby represents and warrants to City it will perform its services skillfully, carefully, diligently, and in a first-class manner. Consultant agrees and understands City, in its sole discretion, shall determine whether services are provided in a first-class manner. Consultant acknowledges time is of the essence in its performance of all work and obligations under this Agreement.

C. Key Personnel Assignments.

1. All key professional personnel identified in the Scope of Work, ***Exhibit A***, will be assigned by Consultant or subconsultants to perform work under this Agreement. Only the key personnel identified in ***Exhibit A*** will perform work under this Agreement, unless otherwise approved in writing by the PM. It is the intent of the Parties all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and Consultant's and the subconsultant's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

2. If, during the term of this Agreement, the PM determines performance of key personnel unsatisfactory, the PM will notify Consultant, and may give Consultant notice of a reasonable period to correct such performance. If the PM notifies Consultant certain of its key personnel may not be retained on this project, Consultant will use its best efforts to obtain adequate substitute personnel within ten (10) days from the date of the notice. Such substitute personnel shall be approved in writing by the PM. Failure to obtain the requisite approval shall be grounds for termination for cause in accordance with Article 3, Section B.

D. Subcontractors.

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

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

3. Consultant is subject to D.R.M.C. § 20-112 wherein Consultant is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are

subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

E. Ownership and Deliverables. Upon payment to Consultant, all records, data, deliverables, and any other work product prepared by Consultant or any custom development work performed by Consultant on or before the day of payment shall become the sole property of City. Consultant, upon request by City, or based on any schedule agreed to by the Parties, Consultant shall provide City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Consultant or otherwise saved or maintained by Consultant as part of the services provided to City under this Agreement. All such data/files shall be provided to City electronically in a format agreed to by Consultant and City. Consultant also agrees to allow City to review any of the procedures Consultant 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 years after termination of this agreement. Upon written request from City, Consultant shall deliver any information requested pursuant to this Article II, Section F within ten (10) business days in the event a schedule or otherwise agreed upon timeframe does not exist.

F. Privileges Granted. City hereby grants to Consultant, from the Effective Date, the non-exclusive privilege to occupy and use the Premises, as fully described in ***Exhibit D***, consistent with and subject to all of the terms, covenants, and conditions of this Agreement. City reserves the right to reclaim the Premises, any portions thereof, and/or change specific parking locations, when, in the sole and absolute discretion of City, such action is necessary for the development or operations of DEN or is in the best interest of City.

Consultant will have a non-exclusive license of ingress to and egress from DEN and the Premises for Consultant's officers, authorized officials, employees, agents, contractors, and invitees. License of ingress and egress will be subject to all Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA") Regulations, as amended, applicable laws, and DEN's Rules and Regulations. Consultant's use of the Premises is limited services identified herein. Moreover, without exception, nothing in this Agreement shall be construed to prevent City from charging the Consultants of vehicles or carrying passengers and property a fee for the privilege of entering upon DEN, using DEN's roadways, soliciting passengers upon DEN, or otherwise operating vehicles at DEN. City reserves the right to make such charges provided they do not discriminate unreasonably against the Consultants of vehicles used for carrying officers, employees, passengers, or property of Consultant.

Consultant understands, acknowledges, and accepts use of the Premises in its present condition, "**As Is**" with all faults and with absolutely no warranties implied or expressed as to condition or suitability for use being given by City. City shall have no obligation, liability or responsibility to construct additional improvements or to modify existing conditions, nor to provide services of any type, character, or nature (including any obligation to maintain, repair, or replace utilities or telephone/data service) on or to the Premises other than as explicitly stated in this Agreement.

G. Staffing Plan. Consultant must prepare for City's approval a Staffing Plan in accordance with the following:

- a. Consultant shall furnish all personnel necessary to provide the professional services required by and in accordance with this Agreement.
- b. Consultant shall ensure employees with driving positions hold a valid Colorado driver's license, and shall verify the status of the license annually.
- c. Consultant shall ensure all employees provide services in a First Class Manner and responsible for the conduct, demeanor and appearance of its entire staff, and, if any, the staff of its subcontractors.
- d. Consultant's personnel assigned to DEN who interact with the public must be able to read and communicate using the English language. The ability to effectively communicate with City staff as well as DEN passengers is a vital component to the City's customer service expectations.
- e. All Consultant staff who interact with the public shall, at all times while on duty, be in uniform. All Uniforms must be approved by City prior to use.
- f. Consultant shall ensure that each employee is issued a SIDA credential and that said credential is worn visibly at all times while on duty.
- g. Consultant shall provide continuous daily supervision of its personnel, including the monitoring of schedule adherence. Supervision must be present at all times when staff is scheduled.

Consultant shall comply with the Staffing Plan in performing its duties under this Agreement at all times. City may, from time to time, require modifications to the Staffing Plan to promote efficient administration and public convenience. Consultant shall make modifications to the Staffing Plan, as it deems appropriate; all changes are subject to prior City review and written approval.

H. Security Plan. Consultant shall submit written operating and security procedures for in accordance with operations under ***Exhibit A***, to City for review at least thirty (30) days after the Effective Date. Consultant shall revise such operating and security procedures as necessary to obtain City's approval.

ARTICLE III TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on November 22, 2016 ("Effective Date"), and shall terminate three (3) year anniversary of the Effective Date, unless sooner terminated in accordance this Agreement ("Expiration Date") (collectively "Term"). Should for any reason the Term expire prior to the completion by Consultant, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.

B. Termination.

1. City has the right to terminate this Agreement without cause on thirty (30) days prior written notice to Consultant, and with cause on ten (10) days prior written notice

to Consultant. In the event of termination by City for cause, Consultant shall be allowed five (5) days to commence remedying its defective performance, and in the event Consultant diligently cures its defective performance to City's satisfaction, within a reasonable time as determined solely by City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Consultant the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

2. If Consultant is discharged before all the services contemplated hereunder have been completed, or if Consultant's services are for any reason terminated, stopped or discontinued because of the inability of Consultant to provide services in accordance with the terms of this Agreement, Consultant shall be paid only for those services deemed by the CEO satisfactorily performed prior to the time of termination.

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

ARTICLE IV COMPENSATION AND PAYMENT

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for services rendered and expenses incurred by Consultant under the terms of this Agreement for any amount in excess of the sum of Two Million Nine Hundred Ninety Seven Thousand Six Dollars and Forty Eight Cents (\$2,997,006.48) ("Maximum Contract Liability"). Consultant will be performing the services on a time and material basis up to the Maximum Contract Amount. Consultant's fee is based on the time required by its professionals to complete the services. Individual hourly rates are set forth in **Exhibit B** and vary according to the experience and skill required.

The Parties acknowledge and agree provisions of **Exhibit B** maybe subject to change throughout the Term based on changes to **Exhibit A** as identified herein. In such circumstances, the Parties agree to modify **Exhibit B** with such mutually agreed upon changes, by letter executed by the CEO without formal amendment to this Agreement. Such changes to **Exhibit B**, shall not affect the Maximum Contract Liability stated herein.

B. The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Consultant acknowledges and understands 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 City.

C. Payment under this Agreement shall be paid from City and County of Denver Airport Revenue Fund and from no other fund or source. City has no obligation to make payments from any other source. City is not under any obligation to make any future encumbrances or

appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

D. Payment Schedule. Subject to the Maximum Contract Amount set forth in section 3.A. of this Agreement, Consultant's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Consultant will invoice City on a regular basis in arrears, and City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Consultant understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Consultant receives prior written approval of the PM, and be related to and in furtherance of the purposes of Consultant's engagement.

E. Invoices. Payments shall be based upon monthly progress invoices and receipts submitted by Consultant, audited and approved by City, in accordance with ***Exhibit B***, and this Section 3.C., as follows:

(1) An executive summary and status reports that describe the progress of the services and summarize the work performed during the period covered by the invoice.

(2) A statement of hours spent where billing is based upon hourly rates. Time sheets shall be maintained by Consultant and shall be available for examination by City, at City's request.

(3) The amounts shown on the invoices shall comply with and clearly reference the relevant services, the hourly rate and multiplier where applicable, and allowable reimbursable expenses.

(4) Consultant shall submit itemized business expense logs or copies of receipts for all allowable reimbursable expenses, where billing is based upon such items.

(5) The signature of an officer of Consultant, along with such officer's certification they have examined the invoice and found it to be correct, shall be included on all invoices.

City reserves the right to reject and not pay any invoice or part thereof where the CEO determines the amount invoiced exceeds the amount owed based upon the work performed. City, however, shall pay any undisputed items contained in an invoice. Disputes concerning payments under this provision shall be resolved by administrative hearing pursuant to the procedures of D.R.M.C. § 5-17.

F. Carry Over and Carry Back. If Consultant's total fees for any of the services described above are less than the amount budgeted for, the amount by which the budget exceeds the fee may be used, with the written approval of the CEO or their designee, to pay fees for additional and related services rendered by Consultant in any other services if in the CEO or her designee's judgment, such fees are reasonable and appropriate.

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

1. Consultant shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in City's form of insurance certificate that is attached to this Agreement as **Exhibit C** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Consultant shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Consultant shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

2. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. City's Risk Management Administrator shall enforce all coverage requirements specified in the certificate unless waived or otherwise modified in writing.

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

4. Unless specifically excepted in writing by City's Risk Management Administrator, Consultant shall include all subcontracts performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Consultant shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/or represents the minimum limits contained herein are sufficient to protect Consultant from liabilities arising out of the performance of the terms and conditions of this Agreement by Consultant, its agents, representatives, or employees. Consultant shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Consultant is not relieved of any liability or other obligations assumed or pursuant to this Agreement due to its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall City be liable for any: (i) business interruption or other consequential damages sustained by Consultant; (ii) damage, theft, or destruction of Consultant's inventory, Improvements, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

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

B. Defense and Indemnification.

1. Consultant agrees to defend, indemnify, reimburse and hold harmless 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 City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

3. In addition to the duty to indemnify and hold harmless, Consultant will have the duty to defend City, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Consultant, City, and any indemnified party. The duty to defend arises immediately upon written presentation of a claim to Consultant.

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

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

C. DISPUTE RESOLUTION. Consultant's disputes of all decisions, determinations, or other actions by City arising out of this Agreement shall be resolved by administrative hearing according to the procedures outlined in D.R.M.C. §5-17. Compliance with the procedures of D.R.M.C. § 5-17 shall be a condition precedent to Concessionaire's right to dispute any decision, determinations or other actions by City. The Parties agree that the determination resulting from said administrative hearing shall be final, subject only to Consultant's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE VI GENERAL TERMS AND CONDITIONS

A. Status of Consultant. It is agreed and understood by and between the parties hereto that the status of Consultant 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 City and County of Denver, and it is not intended, nor shall it be

construed, Consultant or its personnel are employees or officers of City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Consultant 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 PM. Any attempt by Consultant to assign or transfer its rights hereunder without such prior written consent shall, at the option of the PM, automatically terminate this Agreement and all rights of Consultant hereunder. Such consent may be granted or denied at the sole and absolute discretion of the PM.

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

D. Compliance with Patent, Trademark, and Copyright Laws.

1. Consultant 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. Consultant 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 Consultant prepares any documents that specify any material, equipment, process, or procedure that is protected, Consultant shall disclose such patents, trademarks, and copyrights in the construction drawings or specifications.

2. Consultant further agrees to release, indemnify and save harmless City, its officers, agents and employees, pursuant to Article V, Section I, "Defense and Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

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

by Consultant to:

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

And by City to:

ATTN: Darren Barton
Baggage Airline Guest Services Inc.
6751 Forum Dr. Suite 200
Orlando, FL 32821

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

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

G. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Consultant that any person other than City or Consultant receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

1. This Agreement is made under and shall be governed by the laws of the State of Colorado. Every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

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

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

ARTICLE VII STANDARD CITY PROVISIONS

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

B. Prevailing Wage. Consultant shall comply with City's Prevailing Wage Ordinance, D.R.M.C. § 20-76 et seq., as such Ordinance may apply to Consultant's activities under this

Agreement. Consultant is prohibited from hiring any subcontractor that is currently debarred by City in accordance with D.R.M.C § 20-77.

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

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

In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Consultant of such request in order to give Consultant the opportunity to object to the disclosure of any material Consultant may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Consultant objects to disclosure, 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 prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Consultant agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Consultant does not wish disclosed. Consultant agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Consultant's objection to disclosure, including prompt reimbursement to City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

E. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received City, 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 Consultant which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Consultant further agrees that

such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

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

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

G. City Smoking Policy. Consultant 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. Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Consultant represents that it has disclosed all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of City. 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 Consultant written notice that describes such conflict.

Consultant shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner acceptable to City.

I. Prohibition Against Employment Of Illegal Aliens To Perform Work Under this Agreement.

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

2. Consultant certifies:

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

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

3. Consultant also agrees and represents:

- (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (b) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (d) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.
- (e) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three (3) days. Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.
- (f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

J. Ownership of Work Product. All plan, drawings, reports, other submittals, and other documents submitted to City or its authorized agents by Consultant shall become and are the property of City, and City may, without restriction, make use of such documents and underlying concepts as it sees fit.

ARTICLE VIII STANDARD FEDERAL PROVISIONS

A. Sensitive Security Information. Consultant acknowledges that, in the course of performing its work under this Agreement, Consultant may be given access to Sensitive Security Information ("SSI"), as material is described in federal regulations, 49 C.F.R. part 1520. Consultant specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Consultant understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office.

B. DEN Security. Consultant, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Consultant or City by the FAA or TSA. If Consultant, 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 City, then, in addition to any other remedies available to City, Consultant covenants to fully reimburse City any fines or penalties levied against City, and any attorney fees or related costs paid by City as a result of any such violation. Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice City.

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between 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 City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

D. Federal Aid Provisions.

1. General Civil Rights. Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal Assistance. This provision binds the Consultant and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
2. Federal Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act ("FLSA"), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Consultant agrees to incorporate by reference the provisions of FLSA in all contracts and subcontracts resulting from this Agreement. Consultant has full responsibility to monitor compliance to the referenced regulation. Consultant must address any claims or disputes arising from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
3. Occupational Safety and Health Act. This Agreement incorporates by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Consultant retains full responsibility to monitor its compliance and any subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910). Consultant 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.

Consultant covenants it will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Federal Acts, Regulations and directives issued pursuant thereto. Consultant covenants it will take action with respect to any subcontract or procurement as City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Consultant may request City to enter into any litigation to protect the interests of City.

In addition, Consultant may request the United States to enter into the litigation to protect the interests of the United States.

ARTICLE IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Articles I through X that precedes the signature page, and the following attachments, which are incorporated herein and made a part hereof by reference:

Appendix A – E: Standard Federal Assurances

Exhibit A: Scope of Work

Exhibit B: Schedule of Fees and Charges

Exhibit C: Certificate of Insurance

Exhibit D: Premises Description

In the event of an irreconcilable conflict between a provision of Articles I through X 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 A – E

Articles I through X hereof

Exhibit A

Exhibit B

Exhibit C

Exhibit D

ARTICLE X CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and either party in the manner specified by City may sign it electronically.

B. Electronic Signatures and Electronic Records. Consultant consents to the use of electronic signatures by City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by City in the manner specified by 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, APPENDICES, EXHIBITS FOLLOW]

Contract Control Number: PLANE-201629746-00

Contractor Name: BAGGAGE AIRLINE GUEST SERVICES INC.

By: Bob Miles

Name: Bob Miles
(please print)

Title: President
(please print)

ATTEST: [if required]

By: Elaine S. Lerner

Name: Elaine S. Lerner
(please print)

Title: General Counsel
(please print)



Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX A

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

1. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Non-Discrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

2. **Nondiscrimination.** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, creed, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

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

5. **Sanctions for Noncompliance.** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the sponsor will impose such Contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under this Agreement until the Contractor complies, and/or;
- b. Cancelling, terminating, or suspending this Agreement, in whole or in part.

6. **Incorporation of Provisions.** The Contractor will include the provisions of paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations or directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, MAINTENANCE, OPERATION OF FACILITIES

As used below, the term "sponsor" will mean City.

Consultant, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Consultant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities, as may be amended from time to time, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to this Agreement, in the event of breach of any of the above Nondiscrimination covenants, sponsor will have the right to terminate this Agreement, and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX D

STANDARD FEDERAL ASSURANCES AND NONDISCRIMINATION IN CONSTRUCTION, USE, OR ACCESS TO FACILITIES

As used below, the term "sponsor" will mean City.

- A. Consultant for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Consultant will use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- B. With respect this Agreement, in the event of breach of any of the above nondiscrimination covenants, sponsor will have the right to terminate this Agreement and to enter, re-enter, and repossess said land and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

APPENDIX E

TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES

As used below, the term "Contractor" will mean and include Consultant and the term "sponsor" will mean City.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits' discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S. C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S. C. 1681 *et seq.*).

Exhibit A:
Scope of Work

Exhibit A:
Scope of Work

DEN Remote Airline Check-in Service – Hotel and Transit Center/Train Platform

The Regional Transportation District (“RTD”) University of Colorado A-line train to the new Hotel and Transit Center at the Denver International Airport (“DEN”) will open on April 22, 2016. DEN seeks a contractor to operate a pilot program for phase one of DEN’s Bag Delivery Services Program, to be located on level 1 of the HTC. DEN Remote Airline Check-in Service Program’s goal is to take the hassle out of travel by check-in guests and relieving them of their luggage in order to enhance the customer experience at DEN. Customers will check into their flight and check their bag(s) at a ticket counter located on level 1 of the HTC’s train platform. The contractor shall have the software capability to issue bag tags and luggage tags from the airline host systems. Thereafter, transfer bags via vehicle from train platform location to curbside unload/check-in areas at the main terminal.

This operation is temporary and intended to provide service to passengers at the HTC train platform only, to provide critical data to assist the Department of Aviation to design an RFP for a comprehensive baggage delivery program. Detailed usage data must be collected and provided to the Department of Aviation for future planning purposes.

General

1. Contractor shall in a good, safe and efficient manner operate the portion of the baggage handling service from passenger drop-off on the train platform to the final point where the baggage is unloaded by the Airline/Carrier, inclusive of all baggage handling system equipment in between including load/unload areas, Make-up/Claim areas and TSA inspection areas.
2. Contractor shall comply with all applicable rules, regulations and procedures for baggage handling, including but not limited to those prescribed by participating airlines, the Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA).
3. Contractor shall provide services to guests seven (7) days a week from 6 a.m. to 6 p.m. MST, including holidays, unless otherwise directed by City.
4. Contractor shall provide, manage, supervise and train all personnel required to perform the operations and maintenance at the minimum service standard defined in Airport Rules and Regulations.
5. Contractor shall be responsible for complete and accurate record keeping and shall maintain a good record keeping methodology so that information of the baggage handling operation, performance, and use can be readily and easily identified and reported.
6. Contractor shall provide City with usage statistics and reports of the operation.
7. Contractor shall ensure that all personnel working on the baggage service comply with the Airport’s security and safety requirements.
8. Hours of Operation will be in conjunction with the train and flight schedules to ensure the service meets the needs of DEN passengers.
9. Operation will be in a first class manner supported with written policy and procedures, which will be provided to DEN before operations begin.
10. Employees will be identified with professional company uniforms and DEN security badges must be visible at all times.
11. Contractor must be an authorized agent of the participating airlines.

Configuration/Operating Requirements

1. Contractor shall provide equipment including shelving, carts, transport vehicle, software, hardware and any other required equipment for the service.
2. Contractor shall set up all necessary furnishings and equipment prior to start of service each day and secure all necessary furnishings and equipment at the conclusion of service each day.
3. A curbside location shall be available and accessible for baggage loading near the Contractor's dedicated space. Contractor shall provide the software required to check-in passengers and to issue boarding passes and luggage tags.
4. Contractor Operate and staff up to three (3) work station terminals at the HTC to check-in passengers and accept luggage from the guests.
5. Contractor shall staff two (2) GSC (ground security coordinators) to maintain TSA compliance.
6. Contractor shall operate, staff, and maintain two (2) vans to move the luggage to the airport induction point.
7. Bag tags shall be coded and placed on baggage identifying the airline and specific flight (s) of the passenger. Contractor shall provide the software required to check-in passengers and to issue boarding passes and luggage tags.
8. Contractor shall print boarding passes for the passenger at the time of baggage check-in.
9. The contractor shall provide services at no charge to the passenger (passive gratuities are acceptable but tip containers are strictly prohibited).

Exhibit B:
Schedule of Fees and Charges

EXHIBIT B

Monthly Expenses

Manager Salary	\$	2,917.00
Agent Wages	\$	14,520
Driver Wages	\$	11,340
GSC (Ground Security Coordinator)	\$	9,000
GSC (Supervisor/GSC)	\$	4,890
Payroll Costs, Health, & Welfare Benefits	\$	9,444
Workers' Compensation	\$	3,400
General Liability Ins	\$	445
Bag tag & Boarding pass Stock	\$	1,000
Communication devices (cell phones/radios)	\$	350
Recruitment/Hiring	\$	50
IT Support	\$	1,000
Vehicle Expense (cost, maint, fuel, etc.)	\$	2,439
Shared Services (payroll, HR, accounting, legal, etc)	\$	3,000
Overhead Operational Cost	\$	2,465
Service fee for "RacTrack" software	\$	1,000
Service fee for "ARINC" software (\$2 per bag)	\$	11,990
Sub-total Monthly Operating Expenses		<u>79,250.18</u>

Sub-total Management Fee	\$	<u>4,000</u>
Total Monthly Expense to Airport	\$	<u>83,250.18</u>
Annual Expense of Program	\$	<u>999,002.16</u>

Hours of Operation:

6am to 6pm -7 days a week

Assumptions:

Agents hourly rate of pay is \$11.00

Drivers hourly rate of pay is \$12.00

GSC hourly rate of pay is \$12.00

Exhibit C:
Certificate of Insurance

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION**

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201629746 – HTC Baggage Handling Services

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability

Minimum Limits of Liability (In Thousands) \$100, \$500, \$100

1. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement. Any such rejections previously effected, must have been revoked as of the date Contractor executes this Agreement.
2. If the contractor/consultant is a sole proprietor, Workers' Compensation is waived per State of Colorado law.

Commercial General Liability

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000

The policy must provide the following:

1. That this Agreement is an Insured Contract under the policy.
2. Defense costs are outside the limits of liability.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion).
4. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
5. The full limits of coverage must be dedicated to apply to each project/location.
6. The policy shall be endorsed to include coverage for "care-custody-control" of property of others.

Business Automobile Liability

Minimum Limits of Liability (In Thousands):

Combined Single Limit	\$1,000
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The policy must provide the following:

1. Coverage applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
2. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Excess/Umbrella Liability

Minimum Limits of Liability (In Thousands):

Umbrella Liability Controlled Area	Each Occurrence and aggregate	\$9,000
Umbrella Liability Non-Controlled Area	Each Occurrence and aggregate	\$1,000

The policy must provide the following:

1. Coverage must be written on a "follow form" or broader basis.
2. Any combination of primary and excess coverage may be used to achieve required limits.
3. If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.

Property Coverage

Coverage: Personal Property, Contents, Fixtures, Storage, Tenant Improvements and Betterments

Minimum Limits of Liability (in Thousands):

- o 100% of the Replacement Cost value of Personal Property, Contents, Fixtures, Tenant Improvements and Betterments
- o Covered Cause of Loss – Special Form including glass coverage and signs
- o Replacement Cost Endorsement

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

1. City, its officers, officials and employees as additional insureds.
2. Waiver of Subrogation Applies to City as Landlord for any protected Landlord Property.
3. In the event of payment of any Loss involving Tenant Improvements and Betterments, permanent fixtures, etc, the insurance carrier shall pay the City (as Landlord) its designee first for said property loss

III. ADDITIONAL CONDITIONS

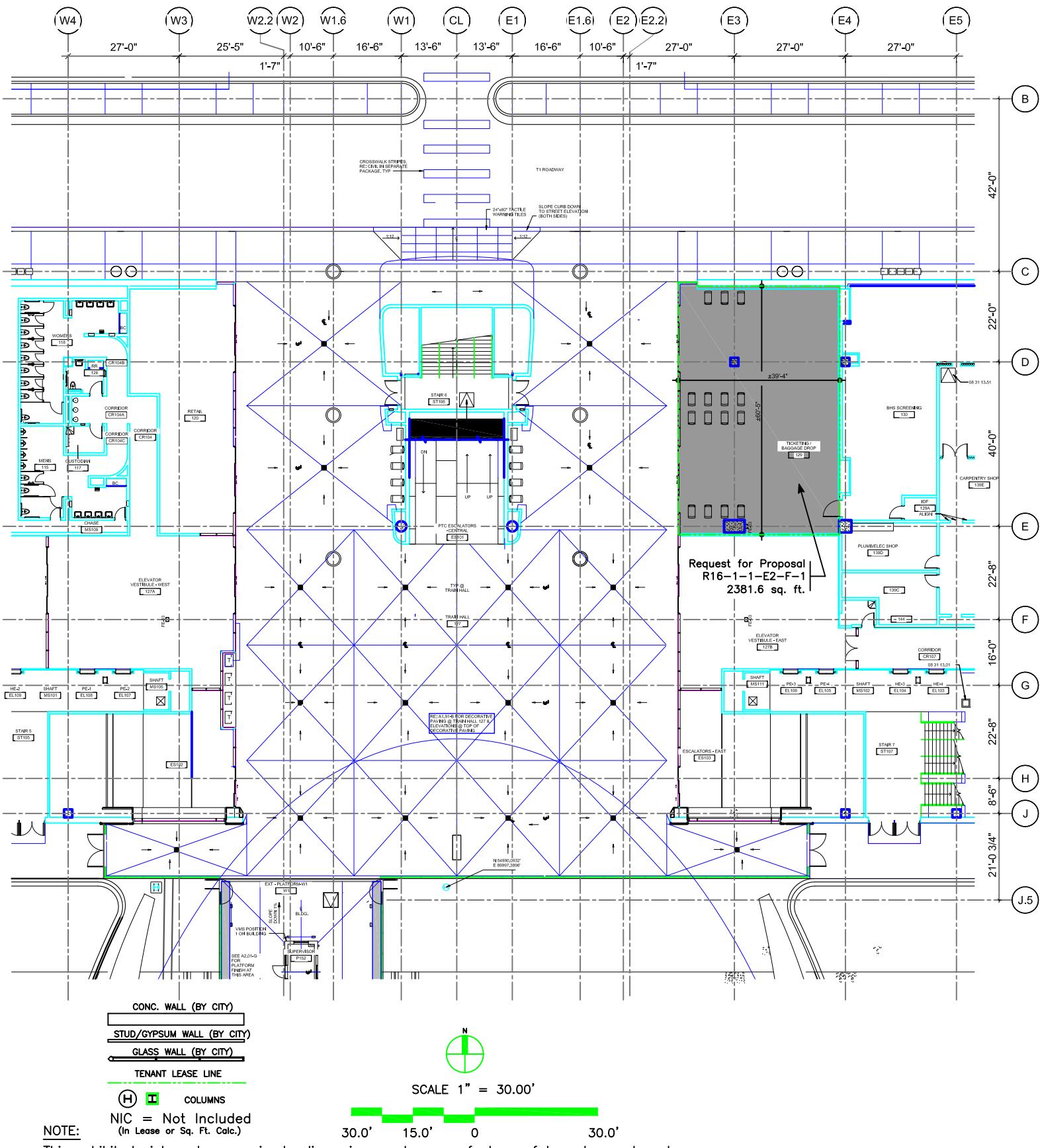
It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

Exhibit D:
Premises Description



This exhibit depicts only approximate dimensions and square footage of leased area based upon planning data and is not intended to show dimensions for construction details.

DEN Property Management

 KEY PLAN TERMINAL AREA	 REVISED	DENVER INTERNATIONAL AIRPORT	
		Request for Proposal Terminal Level 1 Hotel & Transit Center	
CC#: htc DATE: 02/19/16			