

SECURITY GUARD AGREEMENT

THIS AGREEMENT, made and entered into as of the date set forth on the signature page, below (the “Effective Date”), by and between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and HSS, Inc., a corporation organized under laws of the State of Colorado (“Contractor”), Party of the Second Part (collectively, the “Parties”);

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

WHEREAS, the City desires to obtain security guard services for DEN; and

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

WHEREAS, the City has determined that the best interest of the public can be served by executing an Agreement for Security services at DEN; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide security guard services to the City, in accordance with its proposal submitted to the City;

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

SECTION 1 – DEFINITIONS

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

1.01 AIRPORT; DEN

“Airport” or “DEN” means Denver International Airport.

1.02 CONTRACT SECURITY MANAGER

“Contract Security Manager” means the person designated by the Chief Executive Officer of the Department of Aviation to perform day-to-day administration of this Agreement for the City. The Contract Security Manager designated for this Agreement is the Contract Security Manager. The Chief Executive Officer of the Department of Aviation may from time to time designate a substitute or successor Contract Security Manager by written notice to the Contractor.

1.03 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL

“Contractor employee” or Contractor personnel” shall include employees and personnel of the Contractor and subcontractors, if any.

1.04 CONTRACTOR'S PROPOSAL

"Contractors' Proposal" shall mean the Proposal as finally submitted by Contractor and accepted by the City and consisting of Contractor's plan of operation under this Agreement.

1.05 LINE OF AUTHORITY

The Chief Executive Officer (CEO) of Denver International Airport (DEN), or his or her designee or successor in function (hereinafter referred to as the "CEO") authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, DEN's Senior Vice President (SVP) of Airport Operations, is designated as the authorized representatives of the CEO through whom services performed under this Agreement shall be directed and coordinated. The SVP, through the Director of Airport Security, will designate the Contract Security Manager under this Agreement to implement the SVP's directions. Administrative reports, memoranda, correspondence and other submittals required of the Contractor shall be processed in accordance with the Contract Security Manager's directions. The CEO may, from time to time, designate a substitute or successor Contract Security Manager by written notice to the Contractor.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for Security Guard services at Denver International Airport as described herein. The services provided by the Contractor under this agreement include, but are not limited to, those services described in this Agreement, in the attached Exhibit A – Scope of Work and Technical Requirements, and in the Contractor's Proposal. The Contractor's Proposal is incorporated herein by reference. In the event of any inconsistencies between the Contractor's Proposal and this Agreement (including all Exhibits hereto), the provisions of this Agreement (including all Exhibits hereto) shall control. The Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services except for the equipment and facilities to be provided by the City under the provisions of this Agreement.

2.02 REVISIONS TO THE SCOPE OF WORK

The Contractor agrees that the City may at any time require deletions, additions, or modifications to the work, hereinafter referred to as "Work Revisions" without invalidating the Agreement and without notice to the sureties. Work Revisions will be issued, in writing, and signed by the SVP. If prior to formal issuance of Work Revision the Contractor and the City can agree to a price adjustment for the change, that agreement will be expressed on the Work Revision either as a decrease or increase to the monthly payment for services except that additions or modification of personnel shall be remunerated only on the "Price Per Person Per Hour" or "Net Cost Per Vehicle Mile" Basis as bid herein.

Even if agreement between the City and Contractor on price adjustments cannot be reached at the time the Work Revision is issued, the Contractor shall redirect the services as necessary to

implement the revisions. In such event, the Contractor shall be paid for the actual quantity of quantities of such services whether increased or decreased, in direct proportion to the revision of services. However, additions or modifications of personnel shall be remunerated only on the "Price per Person per Hour" basis as bid herein.

2.03 SPECIAL PROJECTS

The Contractor will be asked to supply supplemental Security Guards to assist with special projects occurring at DEN. These special projects include, but are not limited to: airfield construction, planned events and temporary posts to meet TSA guidelines or mandates. Duration of special projects will vary depending upon their nature. Security Guards provided under this section will receive specific training by Airport Security or the Designee, relative to the special project.

2.04 EMERGENCY 24-HOUR SERVICES

Emergency twenty-four (24) hour service is to be provided by the Contractor at no additional cost, except as provided herein for supplemental personnel. The titles of the individual(s) to contact for emergency service are:

Site Director
Assistant Director
Operations Manager

Individuals with these titles may be changed by the Contractor by providing written notice to the Contract Security Manager.

2.05 MANNER OF WORK

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

SECTION 3 – TERM

3.01 TERM

The term of the Agreement shall be for an initial period of three (3) years, to commence at 12:01 a.m. M.S.T. on February 2, 2018, unless earlier terminated in accordance with the Agreement Documents.

3.02 EXTENSION

This Agreement may be extended by one (1) additional three (3) year term by written mutual agreement between the Contractor and the City, signed by the CEO.

SECTION 4 – OFFICE/PARKING PROVIDED BY CITY

Office space will be provided by Denver International Airport at no cost to the Contractor. Contractor will be required to contract with the City for all telephone and/or data lines through the DEN Tenant Services Program. These offices are provided to the Contractor for use on a space-available basis only and the Contractor may be asked to relocate at any time. The Contractor will not be reimbursed for any upgrades it has made to said office space in the event of a re-location, except that, should the Contractor be asked to relinquish their “space available” offices by the City, any telephone and/or data lines installed and paid for by the Contractor will be relocated to new office space by the City or the cost of moving the lines will be reimbursed by the City. All office support equipment will be supplied by the Contractor. The Contractor shall maintain its office and other work areas in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced. The Contractor will not allow rubbish or trash to accumulate in its employees’ work areas. The Contractor will not be reimbursed for any cleaning costs enumerated above.

Parking Spaces will be provided on the ramp. Four (4) parking spaces to be located as close to the Contractor Management offices as practical, shall be provided on a “space available” basis. A reasonable alternative location will be sought should parking spaces need to be moved.

SECTION 5 – OBLIGATIONS OF CONTRACTOR

5.01 GENERAL PERSONNEL REQUIREMENTS

A. Personnel shall be in good physical condition and health, fully capable of performing normal or emergency duties required moderate to arduous physical exertion. Such physical condition to be evidenced by a report of physical examination conducted by a practicing physician, if required. Minimum qualifications are as set forth in Paragraph 5.11.

B. Contractor personnel shall be strictly impartial with regard to services rendered and shall be polite under all circumstances. Under no circumstance shall any employee or representative of the Contractor be loud or boisterous or use profane or abusive language on or about Airport property.

The public perception of Security Guards must be one of attentiveness, vigilance, and ready response. To this end, the Contractor shall specifically direct all personnel employed under this Agreement that they shall not engage in any activity while in uniform, either on duty or off, that would give the public the perception of inappropriate behavior. This would include, but is not limited to: congregating in public view, shoe shines, reading newspapers, loitering, or eating at

posts. Guards are allowed to eat lunch and take breaks in public areas as so long as they do so in a proper and professional manner with the understanding that they are in the public view and should be courteous and assist anyone seeking their assistance, as a representative of the Airport and Airport Security. Additionally, there are pre-designated break rooms available to guards, out of the public's view.

5.02 LICENSES AND PERSONNEL INFORMATION

A. The contractor shall be responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for personnel performing work under this contract in compliance with Denver Revised Municipal Code § 42-131 through § 42-176. Individual guard licenses will be in possession of the guard prior to assignment to any post or duty under this Agreement. It shall be a specific requirement of this Agreement that when a guard certification from the City and County of Denver's Department of Excise and License is sought for personnel serving under this Agreement that the application for the certification must include a notation that the certification is for work at Denver International Airport.

B. The Contractor may be asked to furnish a copy of the below noted documents for each of its employees assigned to service this Agreement to the Contract Security Manager or his/her authorized representative within ten (10) business days of commencing duty under this Agreement. Said file shall contain:

1. Employment Application.
2. Training Record
3. Denver Guard License.
4. Government issued Photo I.D.
5. Colorado Bureau of Investigation background record check.
6. Some positions may require possession of a valid Colorado Class "R" Driver's License at the time of employment.
7. Outside Employment Verification.
8. Proof of U.S. Citizenship.

C. Any changes in licensing, certification, etc. which occurs during the course of this Agreement for any employee shall be provided to Denver International Airport within three (3) business days of such change for inclusion in the Denver International Airport file.

D. Employee Driver Licenses and Records

1. Contractor employees driving either City or Contractor provided vehicles are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be removed by the Contractor to a non-driving job if available.

2. The Contractor will review every driver's record quarterly. Drivers with 5 points or more or a pending alcohol related charge against their driving record will not be allowed

to drive City or Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94.

5.03 SECURITY REQUIREMENTS

Prior to assignment to Denver International Airport, all personnel must have undergone a fingerprint based Criminal History Records Check and without limitation the following individuals are hereby rejected by the City and County of Denver, Department of Aviation as being unfit to carry out the requirements of any position or post that might exist under the Agreement.

- A. Any Felony identified in Title 49 of the Code of Federal Regulations, Section 1542.209(s) as amended; or any additional Felonies outlined on the Denver International Airport Badge Application; or
- B. Any Misdemeanor, the description of which indicates that it is substantially the same offense as one identified in Title 49 of the Code of the Federal Regulations, Section 1542.209(d) as amended; or
- C. Any Felony or Misdemeanor involving violence, dishonesty, theft, arson, sexual misconduct, use of threat or use of force.

In making the determination whether a potential employee is acceptable under this provision, the Contract Security Manager shall consider:

- A. How the conviction or determination of not guilty by reason of insanity affects the individual's ability to perform the job in question; and
- B. The severity of the crime for which the individual was convicted or determined to be not guilty by reason of insanity; and
- C. The length of time that has passed since the conviction or the determination of not guilty by reason of insanity.

There is no requirement for the Director of Airport Security to make a determination as to whether a potential employee is acceptable to the City under this paragraph should that potential employee already be barred from employment by the unescorted access requirements of the federal regulations.

The background investigation by the Contractor is to include verification of previous employment or education for the past ten (10) years. Said investigation and Identity Verification shall be documented and shall be included in the personnel file provided to Denver International Airport.

All Contractor employees working at Denver International Airport must pass a fingerprint based Criminal History Record Check (CHRC) and Security Threat Assessment (STA) before obtaining an Airport ID Badge. A fee of \$40.00 for the CHRC and STA will be collected at the time of fingerprinting. An annual fee of \$10.00 will be collected annually for new or renewal badge

issuance. A fee of \$250.00 will be charged to the Contractor for any unreturned badges. Costs are current as of the execution date of this Agreement and may change at any time. The Contractor will be notified of any changes to fees thirty (30) days in advance. Fees shall not be reimbursable and the Contractor shall bear the expenses of same.

All personnel provided under this Agreement shall be required to undergo a polygraph examination as deemed necessary by any law enforcement agency during the course of any investigation.

5.04 REJECTION OF UNFIT PERSONNEL

A. The City and County of Denver, Department of Aviation may reject – without cause – the use of an individual security officer if it deems that the individual is not fit to carry out the requirements of the position or post to which the Contractor has assigned said personnel.

B. The Contractor shall remove from the Airport work site any Contractor employee, for non-discriminatory reasons, on, or invited by it onto, the Airport, when the Contract Security Manager notifies the Contractor verbally or in writing that such person is unacceptable to the City for any lawful reason. Such person shall not be reassigned to Airport work by the Contractor, except with the expressed written consent of the Contract Security Manager.

5.05 SUBSTITUTION OF EMPLOYEES

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

5.06 TRAINING

A. The Contractor shall provide the Contract Security Manager with copies of its training plan and all training materials, (e.g., manuals, films) for their approval. The Contractor will update their screener training as new equipment and procedures are implemented by the TSA. The Contractor shall be responsible for all training records. The Contract Security Manager may review the records upon request.

B. In addition to the formal training for new hires, the Contractor shall be expected to provide ongoing on-the-job training in response to individual needs and changing conditions to ensure its personnel are performing in accordance with the terms of this Agreement.

C. It shall be a specific requirement of this Agreement that all training provided for personnel servicing Denver International Airport shall be at the Contractor's expense and the Contractor shall not request additional remuneration for training provided to its employees.

5.07 FIELDS OF INSTRUCTION

The 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. The Contractor is required to submit a training plan, a breakdown of hours for each field of instruction, as requested by the Contract Security Manager.

A. Prior to assignment at DEN, the following training must be completed:

1. Legal restriction on arrest and/or restraint of persons.
2. Control, detection and reporting of fires, the use of portable firefighting equipment.
3. Procedures relating to notification of police in the event of criminal activity.
4. 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.
5. Care and handling of aggressive and violent behavior.
6. O.S.H.A. requirements specific to the security services industry.
7. First Responder First Aid/CPR Certification. (Must be provided by a Certified Red Cross Instructor).
8. Defensive Driving Course (if applicable).

B. Upon assignment to DEN, the following topics on the Security Guard training checklist must be completed:

1. Familiarization with Denver International Airport Security Program and Security Post Orders.

2. Performance of duties in accordance with published Post Orders.
3. Disaster, Evacuation Response and Contingency Plans.
4. Radio procedures specific to Denver International Airport / Trainers trained by Airport.
5. Airfield Driver Training.

5.08 NEW POST ASSIGNMENT

Guards assigned to new posts shall be oriented and instructed by the Trainer in areas to be instructed (as outlined in training requirements) before commencing their tour of duty. A minimum of sixteen (16) hours of orientation training specific to Denver International Airport and an additional sixteen (16) hours instruction specific to the post the employee will be assigned to shall be considered sufficiently comprehensive so that personnel may effectively and efficiently perform the duties prior to their post assignment. The Contract Security Manager shall have the option of determining the assignment of personnel for each post serviced under this contract.

5.09 COMMUNICATIONS REQUIREMENTS

The Contractor must conduct quarterly site meetings, allowing two hours per meeting, in addition to daily guard briefing prior to each shift. The Contractor shall not require and the City shall not provide additional remuneration to the Contractor for continuing education, quarterly site meeting and Security Guard briefings.

5.10 DEFENSIVE DRIVING COURSE

Each driver of a Contractor's vehicle must have completed an approved Defensive Driving Course. The Contractor shall provide the Contract Security Manager with copies of its training manual and all training materials. The guidelines of this course should be comparable to those used by a certified defensive driver training school. The Contractor will keep a copy of each employee's driver training record, and the Contract Security Manager may review the records upon request. The Contractor shall not request and the City shall not provide additional remuneration to the Contractor for Defensive Driving Courses.

5.11 SPECIFIC POSITION REQUIREMENTS

A. SITE DIRECTOR

The Site Director who shall have overall, operational responsibility for all security officers and shall be based at Denver International Airport on a full-time, 9hr/per/day/M-F basis. The Site Director furnished under this Agreement shall possess a Bachelor's Degree in Security Management or Law Enforcement. Five (5) years of security management or law enforcement experience may be substituted for a Bachelor's Degree. The Site Director shall have, at a minimum, three (3) years of experience at a Title 49, Code of Federal Regulations (CFR), Part 1542, regulated airport. It is preferable that the Site Director work towards attaining an American Association of Airport Executives (AAAE) Airport Certified Employee (ACE) designation for Security as well as Certified Member (CM) designation within two years of the Contract start date. The Contract Security Manager must pre-approve the Site Director. The Site Director will provide administrative direction for all phases of the security operation at Denver International Airport including Title 49, CFR, Part 1542 Regulations.

B. ASSISTANT DIRECTOR

The Assistant Director furnished under this Agreement shall possess a high school diploma and must have had, at a minimum, five (5) years' experience in the security or law enforcement field including two (2) years of experience at a Title 49, CFR, 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. The Assistant Director will administer all phases of the security operation related to the airport as directed by the Contract Security Manager. The Assistant Director shall be based at Denver International Airport on a full time basis, and must be approved by the Contract Security Manager.

C. OPERATIONS MANAGER

The Operations Manager furnished under this Agreement shall possess a high school diploma and must have had, at a minimum, five (5) years' experience in the security or law enforcement field including two (2) years of experience at a Title 49, CFR, 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. The Operations Manager will administer all phases of the security operation related to the airport as directed by the Contract Security Manager. The Operations Manager shall be based at Denver International Airport on a full time basis, and be approved by the Contract Security Manager.

D. HR MANAGER

The HR Manager furnished under this Agreement shall possess a Bachelor's Degree in Human Resources or related field. Five (5) years' experience in a security administrative capacity may be substituted for a Bachelor's Degree. The HR Manager will administer all phases of personnel support for the Contractors operation at Denver International Airport, and provide paraprofessional

and technical assistance to professionals in such areas as personnel, training, finance, or record keeping. The HR Manager shall be based at Denver International Airport on a full time basis.

Essential Duties

1. Oversight of human resources functions.
2. Perpetual review all aspects of the department for potential improvement.
3. Analysis of department functions and designed to develop suggestions, recommendations and changes when appropriate to increase effectiveness and productivity.
4. Management of hiring and placement of new employees.
5. Scheduling.
6. Ensure Agreement compliance.

E. SUPERVISOR

The Supervisor furnished under this Agreement shall possess a high school diploma, and three (3) years' experience in security, loss prevention or law enforcement. Additional appropriate education may be substituted for one year of the minimum experience requirement. The Contractor shall provide a minimum of six (6) Supervisors working eight (8) hours per day, seven (7) days per week for both day and swing shifts. Midnight shifts require a minimum of four (4) Supervisors working eight (8) hours per day, seven (7) days per week. The Supervisors will be permanently assigned to Denver International Airport and, as their sole duty, shall coordinate and direct all security guard activities relative to this Agreement. Supervisors are required to have an in depth knowledge of site specific Post Orders.

Competencies, Knowledge and Skills:

1. Oral Communication: Expresses ideas and facts to individuals or groups effectively. Listens effectively.
2. Problem Solving: Identifies and analyzes problems, uses sound reasoning to arrive at conclusions, finds alternative solutions to complex problems, and makes logical judgments.
3. Written Communication: Expresses facts and ideas in writing in a succinct and organized manner.
4. Leadership: Inspires, motivates, guides others toward goals; coaches, mentors, challenges staff; adapts leadership styles to various situations; models high

standards of honesty, integrity, trust, openness, and respect for individuals by applying these values daily.

5. **Conflict Management:** Manages and resolves conflicts, confrontations, and disagreements in a positive and constructive manner to minimize negative personal impact.
6. **Managing Diverse Workforce:** Is sensitive to cultural diversity, race, gender, and other individual differences in the workforce; manages workforce diversity.
7. **Decisiveness:** Makes sound and well-informed decisions, perceives the impact and implications of decisions; commits to action, even in uncertain situations, in order to accomplish organizational goals; causes change.

Licensure and/or Certification

1. Requires possession of an Unarmed Business Guard License issued by the City and County of Denver at the time of employment.
2. Some positions may require possession of a valid Colorado Class "R" Driver's License at the time of employment.

F. TRAINER

The Trainer furnished under this Agreement shall possess a high school diploma and must have a minimum of two (2) years of site specific experience. The Trainer will be permanently assigned to Denver International Airport and responsible for implementing security officer training outlined in sections 5.07 and 5.08 of this Contract. A staffing minimum of one Trainer per 50 Security Guards is required. Trainers shall be assigned to a variety of shifts as needed for Security Guard training. A minimum of one Trainer is required to be on duty at all times.

Responsibilities:

1. Delivering orientation/training.
2. Identifying individual and organizational needs.
3. Designing and implementing learning objectives and curriculum.
4. Determining appropriate learning methodologies and developing tools to access the quality and effectiveness of training programs.
5. Gathers and analyzes data and develops appropriate learning solutions.
6. Evaluates the effectiveness of training programs and makes recommendations accordingly.

7. Coordinates with the HR Manager and Scheduler and makes recommendations regarding post placement of new employees.
8. Maintains training records.
9. Must be able to perform all Supervisor duties if needed.
10. Involvement in the interviewing process of new hires.
11. Performs related tasks as assigned.

G. SCHEDULER

The Scheduler furnished under this Agreement shall possess a high school diploma. This Scheduler will be permanently assigned to Denver International Airport, providing administrative support for the Site Director, Operations and HR Managers.

Essential Duties

1. Providing administrative and operational support.
2. Maintain working schedule for security guards, supervisors, and trainers.
3. Produce monthly reports.
4. Maintain personnel roster and distribute to managers and supervisors as needed.
5. Other duties as necessary.

H. ASSISTANT SCHEDULER

The Assistant Scheduler furnished under this Agreement shall possess a high school diploma. This Assistant Scheduler will be permanently assigned to Denver International Airport, providing administrative support for the Site Director, Operations and HR Managers.

Essential Duties

1. Providing administrative and operational support.
2. Maintain working schedule for security guards, supervisors, and trainers.
3. Produce monthly reports.
4. Maintain personnel roster and distribute to managers and supervisors as needed.

5. Other duties as necessary.

I. Security Guards

Security Guards furnished under this Agreement shall possess a high school diploma or GED. Security Guards must meet the training requirements set forth in Section 5.07 of this Contract.

All Security Guards should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs, running and self-defense. They must be capable of handling a 25lb. fire extinguisher and capable of lifting or assist in lifting a small child or handicapped person in the case of building evacuation. The Security Guard position shall require random drug testing. The cost of random drug testing shall be borne by the Contractor and shall not be a reimbursable expense.

Essential Duties

1. Monitors physical alarm systems, fire protection and radio traffic.
2. Enforces patron and staff compliance with general safety and security rules and regulations.
3. Reports fires, acts of vandalism, theft, illegal entry, and any other unauthorized or irregular activity to the Security Dispatcher.
4. Assists customers by providing facility, exit, and lost and found information.
5. Observes all common safety practices.
6. Performs other related duties as assigned or requested.

Minimum Qualifications

1. Integrity/Honesty: displays high standards of ethical conduct and understands the impact of violating these standards on an organization, self, and others; chooses an ethical course of action, is trustworthy.
2. Conscientiousness: Displays a high level of effort and commitment towards performing work; demonstrates responsible behavior.
3. Interpersonal Skills: Shows understanding, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others; relates well to different people from varied backgrounds and different situations.

4. Verbal Skills: Must be able to speak and articulate in English, to communicate ideas and concepts in words to the appropriate audience with emphasis on verbal radio communication skills.
5. Technical Competence: Knowledge of how to perform one's job. Refers to specialized knowledge that is acquired through formal training and extensive on-the-job experience.
6. Customer Service: Works and communicates with clients and customers (both internal and external customers) to satisfy their expectations. Committed to continuous quality improvement.
7. Reading: Learns from written material by determining the main idea or essential message. Recognizes correct English grammar, punctuation, and spelling.
8. Listening: Receives, attends to, interprets, and responds to verbal messages and other cues such as body language in ways that are appropriate to listener and situations.
9. Manages Organizes Information: Identifies a need; gathers, organizes, and maintains information; determines its importance and accuracy, and communicates it by a variety of methods.
10. Knowledge of building safety and security sufficient to be able to respond to a variety of emergency and urgent situations.
11. Knowledge of safety hazards and necessary safety precautions sufficient to be able to establish a safe working environment.
12. Skill in communicating and presenting factual information related to the work assignment.
13. Skill in establishing and maintaining effective working relationships with other employees, organizations, and the public.
14. Skill in understanding and applying oral, written, illustrated, or demonstrated instructions.
15. Skill in enforcing rules and regulations.
16. Skill in investigating information relative to the work assignment.
17. Flexibility: Adapts quickly to changes.
18. Reasoning: Discovers or selects rules, principles, or relationships between facts and other information.

19. Skill in reacting calmly and effectively in emergency and stressful situations.
20. Skill in examining and verifying documents for accuracy, completeness and correcting errors.
21. Skill in the interpretation and application of written guidelines, precedents, and work practices to standardized work situations or specific cases.

J. SCREENERS

The Contractor shall provide, at their expense, a minimum of sixteen (16) hours of training for Screener positions prior to their assignment to Denver International Airport. Screeners must be trained in the operation of x-ray scanning devices, hand-wand search procedures and the recognition of weapons or other prohibited items. The training provided should be sufficiently comprehensive to assure that security personnel can perform their duties effectively and efficiently prior to being assigned to a Screener position. In the event that a Contractor's employee assigned as a Screener does not pass a random security screening test by Airport Security of the TSA, said screener will be immediately removed from duty and replaced with another screener at the Contractor's expense.

The Contractor shall provide the Contract Security Manager with copies of training materials for approval. The Contractor will be required to update screener training as new equipment and procedures are mandated by the Transportation Security Administration and be responsible for all training records. The Contract Security Manager may review the records upon request. Personnel in this position should possess all of the minimum qualifications listed in Section 5.11.I. of this Contract.

K. AOB RECEPTIONIST

The AOB Receptionist shall possess a high school diploma or GED and have a minimum of two (2) years' experience in customer service environment. The primary duties of this position consist of issuing temporary badges to individuals showing a demonstrated need to enter the Airport Office Building or the Sterile/Restricted Areas of the Airport and support Airport Security with badging appointments. Personnel in this position should possess all of the minimum qualifications listed in Section 5.11.I. of this Contract and must be approved by the Contract Security Manager.

L. HR ASSOCIATE

The HR Associate furnished under this Agreement shall possess a Bachelor's Degree, preferably in Human Resources or a related field. Five (5) years' experience in an assistant Human Resources or security administrative capacity may be substituted for a Bachelor's Degree. The HR Associate shall assist the HR Manager in all phases of personnel support for the Contractor's operation at Denver International Airport and provide paraprofessional and technical assistance to professionals in such areas as personnel, training, finance, or record keeping. This position will

also assist the HR Manager in fulfillment of the essential duties provided for in this agreement. The HR Associate shall be based at Denver International Airport on a full time basis.

Essential Duties:

1. Recruitment and new hire file set-up;
2. Maintain personnel files to insure consistent format;
3. Prepare and maintain a database of all employee parking records at DEN;
4. Prepare invoices for employee parking at DEN;
5. Maintain all attendance records and document any infractions;
6. Prepare and maintain applicant tracking logs, transfers, promotion and termination logs in accordance with Affirmative Action requirements;
7. Order and distribute uniforms and equipment as needed;
8. Set interview appointments as requested;
9. Assemble and distribute employee benefit packages under the direction of the Benefits Manager of Contractor;
10. Routine copying, faxing, handling of incoming-outgoing mail;
11. Assist in the maintenance of the scheduling, payroll and billing program;
12. Other tasks and duties as assigned;

M. FINGERPRINT AGENT

The Fingerprint Agent furnished under this Agreement will be trained and supervised directly by Airport Security. Forty (40) hours of on-the-job training will be required prior to being assigned to this position. Basic data entry skills are essential. A Fingerprint Agent will be scheduled Monday through Friday during normal business hours, or as needed. Personnel in this position should possess all of the minimum qualifications listed in subparagraph 5.11.L Security Guards.

5.12 SCHEDULING OF SECURITY GUARDS

A. The Contractor shall not assign any person to perform guard services hereunder who has worked in any capacity in excess of twelve (12) hours per twenty-four (24) hour period or sixty (60) hours per week, with the exception of emergency situations.

B. The work week herein shall be defined as commencing with shifts beginning on or after twelve (12) midnight on Sunday and ending the following Sunday at midnight.

C. Each guard must have a minimum of twenty-four (24) consecutive hours off each week.

D. The above requirements may be waived by the Contract Security Manager, in writing, at his/her sole discretion.

5.13 REPORTS

A. **WRITTEN REPORTS: (Incidents)** The Contractor shall be required to provide written reports pertaining to incidents such as security alarms, fire alarms, theft/burglaries, and all other incidents which occur on each shift at each post. These reports shall be typed using grammar and spelling checks and shall be proof read and approved by a Supervisor. Said written reports shall be delivered to the Contract Security Manager by the Contractor no later than 9:00 A.M. daily (Saturday and Sunday reports shall be turned in on the following Monday).

B. **WRITTEN REPORTS: (Conditions)** The Contractor shall be required to provide written reports pertaining to conditions such as unlocked doors, unsafe access, inoperable equipment, dangerous conditions of any building, etc., and all other conditions which occur on each shift on each post. If any of these conditions persists for more than one shift, it shall be noted on each subsequent written report until the condition is cured. Said written reports shall be delivered to the Contract Security Manager by the Contractor no later than 9:00 A.M. daily (Saturday and Sunday reports shall be turned in on the following Monday).

C. **COMPUTERIZED DATA BASE OF REPORTS:** Besides the hard copy of all incident and condition reports, the Contractor shall maintain—at its expense (including the cost of computer hardware/software)—a computerized data base into which all incident and condition reports are input. The Contractor shall have the capability to generate weekly or monthly (or per request) summaries of incident and condition reports which shall include and/or provide the following:

1. Capability to provide electronic reports sorted by Time and Date.
2. Capability to provide electronic reports sorted by nature of Incident (both safety and security).
3. Capability to provide electronic reports sorted by nature of Condition (both safety and security).
4. Capability to provide electronic reports of onsite equipment inventories of: cars, radios, AVI Tags, controlled access gate remotes.

All hard copy and computer generated reports will be formatted and preserved for ninety (90) days with the intent that they will be utilized/reviewed pursuant to follow-up security issues. All information must be available to the Contract Security Manager upon request.

5.14 UNIFORMS

A. Uniforms shall be as mutually agreed between Contractor and DEN and must be consistent among Security Guards. Appropriate footwear is required and shall consist of a black dress shoe, supplied by the Security Guards. The cost of uniforms shall be borne by the Contractor.

B. **UNIFORM – SECURITY GUARDS:** Uniforms shall be provided by the Contractor and shall be neat and clean at all times and shall consist of a, shirt or blouse, slacks and a heavyweight overcoat.

C. UNIFORM – AOB RECEPTIONISTS: Uniforms shall be provided by the Contractor and shall be neat and clean at all times and shall consist of a business professional shirt or blouse, slacks, heavyweight overcoat and an optional blazer.

D. WEATHER GEAR: Inclement weather gear must be available for guards who are required to work outdoor posts in a variety of conditions. Examples of this include, but are not limited to, raingear and reflective vests.

5.15 EQUIPMENT PROVIDED BY CONTRACTOR

The Contractor shall furnish all equipment, furniture, materials and supplies necessary and incidental to the performance of the Security Guard Agreement, except the equipment and vehicles required to be furnished by the City under this Agreement. Specifically, and without limiting the foregoing, the Contractor will provide and maintain the following:

A. RADIOS, KEYS, CELL PHONES and HANDHELD GPS UNITS: Handheld radios will be provided by Airport Security and maintained by Denver International Airport. All security personnel will be on a City frequency. In the event that any security personnel are found guilty of abusing the radio equipment or loss of said equipment, the Contractor shall be responsible for repair or replacement.

Denver International Airport will supply all keys related to security functions. Keys will be issued by Airport Security. Lost or misplaced keys must be reported immediately to Airport Security. The Contractor may bear all expenses incurred in the re-keying of locks associated with a lost or misplaced key.

Cell phones must be provided to the Site Director, Operations Managers, all Supervisors and all Trainers by the Contractor, with no remuneration by the City.

B. VEHICLES: A minimum of twenty (24) vehicles will be required which must remain throughout the Contract term, with none more than 100,000 miles or six (6) years old, except for the required Compressed Natural Gas powered vehicles, of which none shall have more than 100,000 miles or be older than eight (8) years old. All vehicles must be new at the start of the Term of the Agreement. At least four (4) of these vehicles shall be Compressed Natural Gas (CNG) powered. Except for the four (4) CNG powered vehicles, all vehicles shall be all-wheel drive or four-wheel-drive. The four (4) CNG powered vehicles may be two-wheel-drive. (NOTE: the City will not be responsible for policy changes that adversely affect fleet utilization). Vehicle access to baggage and train access tunnels shall require the use of a CNG. Ten (10) of the vehicles supplied shall be pickup trucks capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions.

1. It is a specific requirement of this Agreement that Denver International Airport will perform CNG emission tests (NOTE: This is not for MVD licensing purposes) on the Contractor's vehicles with said tests occurring annually. This test will be provided annually at the DEN Testing Facility at no charge to the Contractor. Should the testing facility find the vehicle to

be defective, it shall be the responsibility of the Contractor to make the necessary repairs prior to the vehicle being returned to service at DEN.

2. Vehicles shall be appropriately marked with the Contractor's logo on both front doors in letters at least four (4) inches high and with a yellow beacon light attached to the roof, and an adjustable spot light on the driver's side. The four wheel drive light duty vehicles will be equipped with a full amber light bar housing alley lights. All vehicles must have air conditioning. A log of vehicle patrols, courier runs and any other vehicular activities relating to this Agreement shall be maintained and presented to the Contract Security Manager on a monthly basis.

3. The Contractor shall be required to submit any vehicle provided under this Agreement to a vehicle inspection at the request of the Contract Security Manager. In the event a vehicle is unable to pass said inspection, the vehicle will be removed from Denver International Airport property and replaced by the Contractor within two (2) hours. Should the Contractor fail to meet this obligation within the specified time frame, the Contractor will be charged at the rate outlined in Section 6.05 of this Contract.

4. **VEHCILE PERMITS:** Each vehicle provided by the Contractor shall be required to be identified with a Denver International Airport Vehicle Permit. The permit must be renewed annually, on the Contractors auto insurance expiration date. The vehicle permits shall be provided to the Contractor by Denver International Airport, at no additional cost upon meeting specified requirements.

5. **AUTOMATIC VEHICLE IDENTIFICATION (AVI) TAGS:** Provide access to Level 5 of the Terminal, the Ground Transportation (GT) level and parking lots within the Denver International Airport revenue parking system. No deposit is required to get AVI Tags, however, a replacement fee shall be charged to the Contractor for theft and/or loss per AVI Tag.

6. **Insurance on Vehicles:** All vehicles operated on the airfield shall be covered by liability insurance comprising auto liability, umbrella liability, and other policies and having, in the aggregate, combined limits equal to at least ten million dollars (\$10,000,000.00). Proof of current liability insurance shall be provided to the Airport Property Office and Airport Security annually.

C. ADDITIONAL EQUIPMENT ACQUISITION AND EMPLOYEE PARKING:
Additional specific security equipment may be required during the course of the Agreement. If the Contractor is asked to provide additional security equipment, the Contractor shall provide same and shall be reimbursed through the billing process. Once 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. The Contractor shall be responsible for the care, repair and maintenance of said equipment and same shall be reimbursed through the billing process. No equipment purchased shall be made without the expressed, written approval of the Contract Security Manager. **NOTE:** No additional equipment shall be purchased by the Contractor with a unit cost of \$5000.00 or more. All equipment purchases with a unit cost of \$5000.00 or more shall be made by Denver International Airport.

The cost of monthly parking shall be borne by the Contractor.

5.16 AIRPORT RULES AND REGULATIONS

The Contractor and its officers, employees, guest, invitees, and those doing business with Contractor shall observe and obey all rules and regulations of the City and County of Denver as may be promulgated from time to time, including the Airport Rules and Regulations and contingency Plans. The Contractor will not use or permit Airport property of facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The Contractor will use the roadways and other areas of DEN in accordance with all City rules and regulations.

5.17 EMPLOYMENT OF NON-U.S. CITIZENS

Because of the nature of work involved in this Agreement, the Contractor, and any subcontractor to the Contractor under this Agreement, shall employ only U.S. Citizens for the work performed under this Agreement.

5.18 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Contractor is liable for any violations as provided in the Certification Statute.

B. The Contractor certifies that:

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

(2) It will participate in either the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8 17.5 102(5)(c), C.R.S. (the "Department Program"), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

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

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

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

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

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

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

5.19 AIRPORT SECURITY

A. The Contractor shall comply with all rules, regulations, written policies, and authorized procedures from the City, the Federal Aviation Administration (FAA), and the Transportation Security Administration (TSA) with respect to Airport Security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport Security Program, which is administered by the Airport Security Section of the Operations, Public Safety and Security Division, Department of Aviation.

B. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and suppliers who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. The Contractor shall be responsible for all costs relating to the security check and the preparation of identification badges for each employee, subcontractor and supplier. The Contractor shall be billed by DEN for such costs, which shall not be Reimbursable Expenses. Any person who violates Airport rules and regulations may be subject to revocation of his access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys issued to it for any area of the Airport, whether or not restricted and all badges issued to its employees, subcontractors and suppliers, as well as any City provided equipment. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Agreement.

5.20 SOLICITING

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

5.21 GRATUITIES

Neither the 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.

5.22 CITY SMOKING POLICY

The Contractor and its officers, agents and employees shall cooperate and comply with the provision of Denver Executive Order No. 99 and DEN Airport Rules and Regulations Part 150, prohibiting smoking in all indoor buildings and facilities. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.

5.23 USE OR POSSESSION OF ALCOHOL OR DRUGS

A. Pursuant to the provisions of Denver Executive Order No. 94, all City Contractors 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. Contractors shall also prohibit their 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 illicit use 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 will be borne by the Contractor and is not a reimbursable expense.

C. These policy provisions are applicable to Contractor Personnel, and violation of these provisions or refusal to cooperate with implementation of the City's policy, can result in the City's barring contract personnel from City facilities or from participating in City operations.

5.24 VEHICLE AND OFFICE KEYS

The Contractor will exercise extreme care to ensure that keys or other access devices to its offices and vehicles are restricted only to those personnel requiring the keys to perform their duties properly. The Contractor will maintain at all times a current log or master list identifying each of its employees who has an office or vehicle key and identifying each office or vehicle to which

each employee has been issued such key or access device. The Contractor will be responsible for keys issued to its employees and will pay the City for the cost of replacement for office keys.

5.25 SAFETY ACT

The Contractor shall, at the time of bid, possess and maintain Designation and Certification under the Federal Support Anti-terrorism by Fostering Effective Technologies Act of 2002, also known as the “SAFTEY Act.” The terms “Designation” and “Certification” in this paragraph have the meanings assigned to those words in the SAFETY Act. Designation and Certification, should it ever be lost or revoked during the term of this Agreement with extensions, if any, shall be actively pursued and reacquired.

The SAFETY Act coverage must include all important tasks and anticipated tasks required in the Agreement including the recruitment, selection and training of personnel to prevent the introduction of explosives, weapons, and unauthorized personnel into secured facilities, vehicles and airfield. SAFETY Act Designation and Certification must also include vehicle inspections, security consulting, security program management, design and placement of physical electronic systems, and operating security screening equipment (including handheld and walk-through metal detectors and X-ray machines), employee and baggage screening.

5.26 DSBO GOALS

The Contractor may be subject to the City’s ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: **Five Percent (5%)**. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

SECTION 6 – COMPENSATION AND PAYMENT

6.01 INVOICING

The Contractor shall furnish to the agency a bi-weekly invoice, including a true and correct copy of the Payroll Records of all workers employed under the Agreement. Denver International Airport will pay only for hours actually worked.

The City **will not** compensate the Contractor for overtime worked by its employees.

Invoicing must include:

1. Contract Reference I.D. Number
2. Items listed individually by unit
3. Unit price extended and totaled
4. Quantity delivered
5. Invoice number and date
6. Start and end dates of billing cycle
7. Requesting department name and “ship to” address
8. Payment terms
9. Invoice breakdown documentation
10. Unit hours by location and date
11. Employee hours, beginning and end
12. Employee name and identification number
13. Employee hourly wage

6.02 TIME OF PAYMENT

The City shall process all invoices for payment received from Contractor on a timely basis in accordance with Section 20-107, *et.seq.* of the D.R.M.C.

6.03 BILLING FOR SPECIAL PROJECTS

Billing for special projects outside of the Security Guard Agreement will be sent directly to the responsible party (Construction Contractor, Event Staff, etc.) for payment, with a copy being sent to the Contract Security Manger. 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 Contract Security Manager may pre-approve special project billing to be forwarded directly to the Construction Contractor from the Security Contractor.

6.04 REIMBURSABLE EXPENSES

The Contractor shall pay all costs and expenses connected with the operations hereunder when due; except as provided elsewhere in this Agreement, no expenses of the Contractor shall be reimbursable hereunder. Any reimbursement of expenses other than as described herein shall require an amendment to this Agreement.

6.05 LIQUIDATED DAMAGES - DEDUCTIONS FOR NON-PERFORMANCE OR SUBSTANDARD PERFORMANCE

In the event the Contractor shall fail in the performance of the work specified and required to be performed or material to be delivered within the time limit set forth within the Agreement, after due allowance for any extensions of time granted by the Contract Security Manager, the 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 by the Contractor. The City shall have the right to make deductions from any amount due or that may become due the Contractor or collect such liquidated

damages from the Contractor or his surety. Instances where deductions from unpaid billings may occur and the specific deductions for it shall include and are not limited to:

| INCIDENT | SPECIFIC DEDUCTION |
|--|---------------------------------|
| Insufficient number of personnel or vehicles | \$500.00 per incident |
| Incomplete, unacceptable, dirty uniform | \$50.00 per documented incident |
| Late appearance of officer for work | \$100.00 per occurrence |
| Failure to maintain accurate records of hours worked | \$100.00 per occurrence |
| Regulatory failure by guard | \$500.00 per occurrence |
| Failure to disclose non-compliance or regulatory failure | \$100.00 per occurrence |
| Failure to provide and/or complete an incident report | \$50.00 per occurrence |
| Failure to keep the regulatory logs current and accurate | \$50.00 per occurrence |

Any instance of an imposition of deductions from balances owed for non-performance or unacceptable performance or delayed performance, as above, shall be prima facie evidence of a deficiency in the Contractor’s performance and authorized personnel of the Department of Aviation shall document the incidents of non-performance or unacceptable performance or delayed performance on a “Vendor Deficiency/Deviation Report” which shall be forwarded to the appropriate Purchasing Division Beyer responsible for the bid administration of the Agreement.

6.06 INCENTIVE PROGRAM

A. PROGRAM

The Incentive Program will be administered quarterly and will consist of general areas such as, but not limited to, On-Site Management Performance, Employee Performance, Equipment, Projects and Customer Service. Individual categories under each area will be mutually agreed upon between the 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 provided by the Contractor and/or City while others may require observational reports or written recaps. The categories and matrices to be used during a particular quarterly period will 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.

B. SCORING

Throughout the quarterly period being measured, the Contractor and the City will collect statistics and documentation relating to the categories. At the conclusion of the quarter, the Contractor’s on-site management group and the Contract Security Manager will compile the information and schedule a meeting to score the Incentive Program for that period. This meeting will be conducted within twenty-five (25) days of the end of the

quarter being measured. Prior to the meeting, the Contractor and the City will exchange documentation each has compiled for review by each of the Incentive Program Review Board members who will perform a preliminary scoring of each category.

C. INCENTIVE PROGRAM REVIEW BOARD

The Incentive Program Review Board will be comprised of the following individuals:

- a. Site Director
- b. Contract Security Manager
- c. Additional City or Outside employee (chosen by the Contract Security Manager)

Any substitution of the above must be pre-approved by the Contract Security Manager. Additional individuals employed by the Contractor or the City may participate in the Incentive Program Review meeting but only the three (3) Board members will have their scores applied to the final Incentive Program calculation. During this meeting, the preliminary scores of the three Board members will be discussed and a final score determined. The Contract Security Manager will then prepare on behalf of the City the necessary approval letter to allow the Contractor to submit an invoice for the Incentive Program Award for that quarter.

D. INCENTIVE PROGRAM QUARTERLY AWARD

Maximum amount of the quarterly incentive will be 1.5% of the applicable quarter's billing invoice amounts verified by the Contract Security Manager. Should the billing cycle not coincide with the quarterly review period, the Contract Security Manager will delay preparing the approval letter sent to Contractor until the entire quarter's invoicing is complete. Exceptions to the quarterly incentive calculation include:

- Any Incentive Program Award from the previous quarter
- Deductions for repair or replacement of City provided radios, keys, and AVI tags as detailed in 5.15 (A) and (B) of this Contract.
- Any specific security equipment purchased by the Contractor as requested by the City that will be reimbursed through the billing process as detailed in 5.15 (C) of this Contract.
- Liquidated damages deductions for "non-performance or substandard performance" as detailed in 6.05 of this Contract.

6.07 MAXIMUM LIABILITY

Any other provision in this Agreement notwithstanding, in no event shall the City be liable for payment under this Agreement for any amount in excess of One Hundred Fifteen Million Dollars and No Cents (\$115,000,000.00). All payments under this Agreement shall be paid solely and exclusively from the City's "City and County of Denver, Airport System Operation and Maintenance Fund" and from no other fund or source. The City is under no obligation to make any future apportionments or allocations to said fund. The Maximum Contract Amount may only be increased by a written amendment to this Agreement that has been fully approved and executed by the City and County of Denver.

6.08 POTENTIAL ANNUAL BUDGET INCREASES TO THE CONTRACT

Pricing is firm and fixed for the first contract year (February 2, 2018 through and including February 28, 2019).

In all subsequent contract years, at the request of the vendor, the costs for employee wages and benefits may be adjusted to reflect an increase, if any, equal to the percentage change in the cost of purchasing as evidenced by the United States Department of Labor, Bureau of Labor Statistics (BLS) Consumer Price Index (CPI) Denver-Boulder-Greeley, CO (Index Series Id: CUURA433SA0), or its successor, using as a base period “Half 2” 2017. Under no circumstances shall the increase in costs rise more than 3.5% per annum.

In all subsequent contract years, at the request of the vendor, the costs for management fee may be adjusted to reflect an increase or decrease, if any, equal to the percentage change in the cost of purchasing as evidenced by the United States Department of Labor, Bureau of Labor Statistics (BLS) Producer Price Index (PPI), Security guards and patrol services (PCU561612561612) as maintained by the United States Department of Labor, Bureau of Labor Statistics, or its successor using as a base period, July 2017 through December 2017. Under no circumstances shall the increase in costs rise more than 1.5% per annum.

Due Dates for Pricing Updates:

| PRICING UPDATE DUE DATE | PRICING PERIOD |
|-------------------------|--------------------------|
| March 1 st | August 1 through July 31 |

If the 1st of the month falls on a Holiday or Weekend, pricing update is due the next business day.

If the pricing update is not submitted by March 1st, pricing will remain unchanged for the following year. However, if the calculation shows a reduction in costs, the City may unilaterally adjust the pricing to reflect a decrease in costs.

SECTION 7 – BOOKS, RECORDS AND ACCOUNTING

A. During the term of this Agreement the Contractor shall make available to the CEO, the City Auditor and any other authorized official of the City and County of Denver, the Department of Homeland Security (DHS), the Federal Aviation Administration (FAA), the Transportation Security Administration (TSA), the Comptroller General of the United States, and any of their duly authorized representatives, all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor’s office located at DEN.

B. Contractor shall keep true and complete records and accounts. Such records shall be kept in accordance with generally accepted accounting principles which are acceptable to the City Auditor and shall contain detailed information concerning all personnel, hours worked, and expenses incurred. Such system shall be kept in a manner as to allow Contractor’s operations that

the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions related to this Agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to the Agreement.

In the event such records are not made available in the Denver metropolitan area, Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request. The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

SECTION 8 – INDEMNITY; INSURANCE; BONDS

8.01 INSURANCE

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

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

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

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

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

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

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

8.02 INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or related to the work performed under this Agreement that are due to the negligence or fault of the Contractor or the Contractor's agents, representatives, subcontractors, or suppliers ("Claims"). This indemnity shall be interpreted in the broadest possible manner consistent with the applicable law to indemnify the City.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether suit has been filed and even if Contractor is not named as a Defendant.

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

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The 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.

8.03 PERFORAMANCE AND PAYMENT BOND

A. A Performance and Payment Bond satisfactory to the City and County of Denver on the form required by the City, in an amount not less than One Million Five Hundred Thousand dollars (\$1,500,000.00) is required of the Contractor to guarantee that it will perform the work in strict accordance with Agreement Documents and shall pay all debts incurred under this Agreement. The surety named in the Bond must be authorized to do business in the State of Colorado.

B. This Bond must be either renewed annually by the surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another surety which has been approved in advance by the CEO. If the CEO does not receive written notice from the surety in the manner provided in the Bond at least one-hundred and twenty (120) days before it expires or does not receive a substitute Bond in the form required by the City from an approved surety at least one-hundred and twenty days (120) before the Bond expires, then the Contractor shall be in default of this Agreement and the CEO may immediately terminate this Agreement by giving the Contractor written notice of such default. If the City elects to extend the Agreement for one additional three-year period at the same prices, terms and conditions pursuant to Section 3.02 of this Agreement, the Contractor shall obtain and submit either an extension of the existing Performance and Payment Bond or an identical Bond from another surety that is acceptable to the City.

C. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

D. The only acceptable alternative to the Performance and Payment Bond is an Irrevocable Unconditional Letter of Credit from a local financial institution acceptable to the City and county of Denver in the amount of One Million Five Hundred Thousand dollars (\$1,500,000.00). Renewal of said Irrevocable Unconditional Letter of Credit during the term and any one-year extensions of the Agreement shall be as set out above with respect to the Performance Bond and Payment Bond.

E. The City's forms of Performance and Payment Bond or Irrevocable Unconditional Letter of Credit must be used. Those forms are attached to this Agreement and incorporated herein as Exhibits D and E. Attorneys-in-Fact who sign Performance and Payment Bond must file with such Bond a certified copy of their Power-of-Attorney to sign such Bond that is certified to include the date of the Bond.

SECTION 9 – SUBCONTRACTING

9.01 APPROVAL OF SUBCONTRACTORS

Contractor may not utilize subcontractors to perform any portion of the work under this Agreement unless authorized in advance in writing by the Contract Security Manager. The Contract Security Manager may, in his or her sole discretion, reject any proposal from the Contractor to perform or substitute performance of any work under this Agreement through a subcontractor.

9.02 RESPONSIBILITY OF CONTRACTOR

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

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

9.03 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 9, or any other provision of this Agreement, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its acceptance of a subcontractor will create in that subcontractor a right to any subcontract. The City's acceptance of a subcontractor does not relieve the Contractor of its responsibilities to the City of the work to be performed by the subcontractor.

SECTION 10 – WAGES AND SALARIES

10.01 PAYMENT OF LIVING WAGES

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

B. The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers

working under this Agreement, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, wither for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, either by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.

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

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

10.02 MINIMUM WAGE REQUIREMENTS FOR EMPLOYEES

The City and County of Denver, Denver International Airport desires a Contract Security Guard service of the highest quality and integrity. Therefore, in order to assure a higher level of quality and lower incidence of turnover, the Contractor, as a provision of the Agreement, shall pay a minimum wage to any of the Contractor's employees of **\$14.13** per hour, excluding a benefits package.

10.03 BENEFITS, VACATION PAY AND SICK LEAVE

A. HEALTH AND DENTAL BENEFITS

In addition to the required minimum hourly cash wages, all employees of the Contractor shall be offered a comprehensive medical and dental benefit package.

1. The employee's share of health care dental insurance premium payments must be reasonable/affordable for each of the Contractor's employees.

2. The City may require verification/evidence of the employee portion of health and dental insurance premium payments to be paid by the Contractor's employees at any time.
3. The Contractor shall notify the Contract Security Manager in writing within ten (10) business days of any substantive change in the medical and dental benefit package.
4. Failure to adhere to these requirements is a substantial breach of this Agreement.

B. PAID TIME OFF (PTO) PAY

1. **Minimum PTO:** At a minimum, Contractor's employees hired or assigned to work at the Airport shall accrue forty-eight (48) hours of PTO during their first year (i.e. 2080 hours of continuous service) at DIA under this Agreement, fifty-six (56) hours of PTO during their second year of continuous service at DIA under this Agreement, sixty-four (64) hours of PTO during their third year of continuous service at DIA under this Agreement, seventy-two (72) hours of PTO during their fourth year of continuous service at DIA under this Agreement, and eighty (80) hours of PTO during their fifth year, and all additional years, of continuous service at DIA under this Agreement.

PTO Accrual Rates

- 1 Year - 48 Hours
- 2 Years - 56 Hours
- 3 Years - 64 Hours
- 4 Years - 72 Hours
- 5+ Years - 80 Hours

2. **Contractor's Employees Who Began Working at DIA Prior to the Start of this Agreement:** Contractor's full-time employees working under the previous Security Guard Agreement at DIA will continue to accrue PTO on the anniversary of their hire date. These employees will build upon PTO paid time off 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 Employees Who Began Working at DIA After the Start of this Agreement:** PTO hours will be accrued from the date of employment. During the first year of employment, paid time off will not be considered to be earned and cannot be taken until the employee completes one year (2080 hours) of service. An employee not completing one year (2080 hours) of service will not have earned any paid time off.

4. PTO hours may be banked year-to-year, but may not exceed the amount of hours accrued annually. PTO hours may be cashed in annually, as long as 40 hours remains in the employee's PTO bank. PTO hours cashed in shall be invoiced at the employee's wage rate rather than the billable rate.

PTO Bank and Payout Options

- 1 Year - 48 Hours awarded after one year of service
- 2 Years - Able to bank 56, 48 used or paid out by end of year.
- 3 Years - Able to bank 64, 56 used or paid out by end of year.
- 4 Years - Able to bank 72, 64 used or paid out by end of year.
- 5 Years - Able to bank 80, 72 used or paid out by end of year.
- 6+ Years - Able to bank 80, 80 used or paid out by end of year.

5. The maximum amount of PTO hours that can be accrued annually by any employee, irrespective of continuous years of service, is 80 hours.

6. The use of part-time employees to avoid these benefits is prohibited, and is a substantial breach of this Agreement.

10.04 PREVAILING WAGE

Contractor, where applicable, shall comply with Section 20-76 of the Denver Revised Municipal Code on prevailing wage.

10.05 HOLIDAY PAY

Holiday pay shall be compensated at a rate of time and one/half. Observable holidays are: New Year's Day (January 1), Washington's Birthday (Presidents' Day) (Third Monday in February); Memorial Day (Last Monday in May); Independence Day (July 4); Labor Day (First Monday in September); Veteran's Day (November 11); Thanksgiving Day (Fourth Thursday in November); Christmas Day (December 25); and Martin Luther King Day (Third Monday in January).

10.06 OVERTIME

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

SECTION 11 – AGREEMENT ADMINISTRATION

11.01 AUTHORITY OF THE CONTRACT SECURITY MANAGER

A. The day to day administration of this Agreement is vested in the Contract Security Manager. The Contract Security Manager is to have free access to the Contractor's work areas at the Airport. The Contract Security Manager will decide any and all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Contract Security Manager may from time to time issue to the Contractor written Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the contractor's work hereunder. The Procedures shall not materially change

the specifications or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with the existing conditions. The Contractor shall comply with the Procedures which are in effect at any time. The Contract Security Manager may amend or rescind and Procedure by notice in writing to the Contractor.

C. In addition to issuing, amending or rescinding Procedures, the Contract Security Manager may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

11.02 CONTRACTOR'S PERFORMANCE

If, in the opinion of the Contract Security Manager, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time or such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

11.03 DISPUTE RESOLUTION

Disputes arising under or related to this Agreement or the services which are the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO's determination resulting from said administrative hearing shall be final, subject only to the Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

11.04 AGREEMENT DOCUMENTS; ORDER OF PRECEDENCE

This Agreement consists of Sections 1 through 13 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

| | |
|-----------|---|
| Appendix | Required Federal Contract Provisions |
| Exhibit A | Scope of Work and Technical Requirements |
| Exhibit B | Personnel and Vehicle Pricing |
| Exhibit C | City and County of Denver Insurance Certificate |
| Exhibit D | Performance and Payment Bond |
| Exhibit E | Letter of Credit Form |

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 13 and any of the listed attachments or (ii) 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
- Sections 1 through 13 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E

11.05 LABOR ACTIVITY

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor at the Airport which results in the curtailment or discontinuation of services performed hereunder, the City shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of the Contractor's equipment, and the Contract Security Manager in his/her sole discretion shall determine the reasonable value of said equipment for purposes of reimbursement to the Contractor.

SECTION 12 – DEFAULT, REMEDIES, TERMINATION

12.01 TERMINATION FOR CONVENIENCE OF THE CITY

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

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

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

D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act

incidental thereto, except as follows: if the termination is for the convenience of the City the Contractor shall be entitled to reimbursement for the reasonable cost of the Work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

12.02 DEFAULT

The following are events of default under this Agreement:

In the opinion of the CEO, the Contractor fails to perform adequately the services required in the Agreement.

In the opinion of the CEO the Contractor fails to perform the required work within the time stipulated in the Agreement; or

The Contractor is in default under any other contract, purchase order, or agreement with the City.

The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

The Contractor transfers its interest under this Agreement, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Agreement, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the CEO of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

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

12.03 REMEDIES

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

- A. The city may elect to allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies hereunder.
- B. The city may cancel and terminate this Agreement upon giving 30 days written notice to Contractor of its intention to terminate, at the end of which time all the rights hereunder of the Contractor shall terminate, unless the default, which shall have been stated in such notice, shall have been cured within such 30 days.

The City may obtain necessary services in the open market, or otherwise perform or obtain performance of services required, at the expense of the Contractor. The City may recover any actual excess costs by: (1) deduction from an unpaid balance; (2) collection against the Contractor's performance bond; or (3) any combination of the two foregoing methods. Nothing herein shall prevent the City from using any other method of collection available to it.

12.04 REMEDIES CUMULATIVE

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

SECTION 13 – MISCELLANEOUS

13.01 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances. Venue for any action hereunder shall be in the City and county of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address show herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

13.02 NO DISCRIMINATION IN EMPLOYMENT

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

13.03 ASSIGNMENT OF AGREEMENT

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

13.04 NO THIRD PARTY BENEFICIARIES

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

13.05 PATENTS AND TRADEMARKS

- A. The contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Agreement. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Agreement.
- B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright registered or owned by the City, including the city's DEN registered trademark. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any of the City's trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Agreement.

13.06 MASTER PLAN

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

13.07 STATUS OF CONTRACTOR

The status of the Contractor under this Agreement shall be that of an independent Contractor retained on a contractual basis to perform services for limited periods of time, and it is not intended nor shall it be construed that the Contractor, its subcontractors or the employees of the Contractor or subcontractors are employees, officers or agents of the City under the City Charter, the City's Revised Municipal Code, or for any purpose whatsoever.

13.08 NO WAIVER OF RIGHTS

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

13.09 NOTICES

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

By Contractor to: CEO of Aviation
 Airport Office Building, 9th Floor
 Denver International Airport
 8500 Pena Boulevard
 Denver, CO 80249

By City to: HSS, Inc.
 900 S. Broadway St.
 Denver, CO 80209
 Attention: Tony York

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

13.10 FEDERAL PROVISIONS

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

13.11 ESTIMATED QUANTITIES

The appropriate service and personnel needs outlines herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service and/or personnel

utilization will equal the estimate. It is the intent of this Agreement that the City will be supplied with more or less of the services outlines herein according to actual needs.

13.12 TIME IS OF THE ESSENCE

In the performance of this Agreement by the Contractor, time is of the essence.

13.13 CONFLICT OF INTEREST

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

13.14 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO of Aviation, member of members of City Council, or the Auditor.

13.15 SEVERABILITY

If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

13.16 ENTIRE AGREEMENT

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

13.17 CITY EXECUTION OF AGREEMENT / ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS

This Agreement is expressly subject to, and shall not become effective or binding on the City, until it is approved by the City Council and fully executed by all signatories of the City and County of Denver. Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic

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

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: PLANE-201735151-00

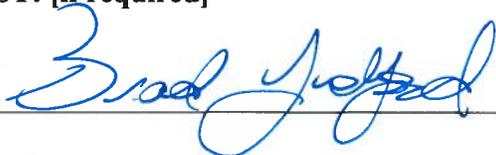
Contractor Name: HSS, Inc.

By: 

Name: Tony W. York
(please print)

Title: President ; CEO
(please print)

ATTEST: [if required]

By: 

Name: Brad Ludford
(please print)

Title: HSS Inc. CFO
(please print)



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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned HSS, Inc. a corporation organized and existing under and by virtue of the laws of the State of Colorado hereafter referred to as the "Contractor", and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland 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 One Million Five Hundred Thousand & 00/100 Dollars (\$1,500,000.00), 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. 201735151, Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work



contracted 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; 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 25th day of October 2017.

Attest:

Brad Ludford
Brad Ludford, CFO

HSS, Inc.
Contractor

By: Tony York
Tony York, CEO

Fidelity and Deposit Company of Maryland
Surety

By: Ihab Loubieh
Ihab Loubieh Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of Denver

By: Kristin Bronson
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY OF DENVER

By: [Signature]
MAYOR

By: [Signature]
CEO DEPARTMENT OF AVIATION



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On October 25, 2017 before me, Maria Pamela D. Rufino, Notary Public
(insert name and title of the officer)

personally appeared Inab Lombich,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature mpdrufino (Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Ihab LOUBIEH, of San Francisco, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of December, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 4th day of December, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ___ day of _____, 20__.

OCT 25 2017



Thomas O. McClellan

Thomas O. McClellan, Vice President



**PERFORMANCE AND PAYMENT
BOND SURETY AUTHORIZATION**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: HSS, Inc.

Contract No:
Project Name: Security Services, Denver International Airport (DEN)
Bond Amount: \$1,500,000
Performance and Payment Bond No.: 9222621

Dear Assistant City Attorney,

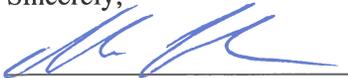
The Performance and Payment Bonds covering the above captioned project were executed by this agency, through Fidelity and Deposit Company of Maryland on October 25, 2017.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at 415-912-1992.

Thank you.

Sincerely,



Ihab Loubieh
Vice President
JLT Specialty USA



APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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

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

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract / Lease / Agreement to which this Appendix is attached.

GENERAL CIVIL RIGHTS PROVISIONS

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

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

Compliance with Nondiscrimination Requirements

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

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

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

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

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- 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 non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “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 (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

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) 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.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, Sponsor will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the Sponsor will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “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 (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, Sponsor will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, Sponsor will there upon revert to and vest in and become the absolute property of Sponsor and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

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

EXHIBIT A

SECTION A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 GLOSSARY OF TERMS:

- 1.) DEN: This is shorthand for Denver International Airport.
- 2.) Part 1542: Code of Federal Regulations (CFR) 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 Denver International Airport
- 6.) TSA: Transportation Security Administration

A.2 SECURITY EXPECTATION:

The City is the “airport operator” of Denver International Airport (DEN) and is regulated by the Transportation Security Administration (TSA) under the relevant portions of the Code of Federal Regulations (CFR) 49, Parts 1500 through 1562. Due to the unique nature and scope of the security objectives of the City at Denver International Airport, it is essential that the Security Personnel provided pursuant to this RFP 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.’

The Contractor’s Site Director will report directly to the airport’s Contract Security Manager, within the Airport Security section, within the Division of Airport Operations. Denver International Airport 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 LINE OF AUTHORITY:

The Chief Executive Officer (CEO) of Denver International Airport (DEN), or his or her designee or successor in function (hereinafter referred to as the "CEO") authorizes and directs all work performed under this Agreement. Until otherwise notified by the CEO, DEN’s Senior Vice President (SVP) of Airport Operations, is designated as the authorized representatives of the CEO through whom services performed under this Agreement shall be directed and coordinated. The SVP, through the Director of Airport Security, will designate the Contract Security Manager under this Agreement to implement the SVP’s directions. Administrative reports, memoranda, correspondence and other submittals required of the Contractor shall be processed in accordance with the Contract Security Manager’s directions. The CEO may, from time to time, designate a substitute or successor Contract Security Manager by written notice to the Contractor.

A.4 TERM OF THE AGREEMENT:

The Agreement(s) made pursuant to this RFP is to be from February 2, 2018 through February 28, 2021. It is also a specific provision of this proposal that the Chief Executive Officer (CEO) or his/her designee on behalf of the City and the Accepted Contractor may mutually agree to renew via contract amendment. However, no more than one (1) 3-year extension shall be made to the

EXHIBIT A

original agreement. The contractual extension shall be from March 1, 2021 through February 28, 2024 if the extension is executed.

A.5 EMERGENCY 24 HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by the 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 service will be kept current and made available to the Contract Security Manager and other necessary personnel at all times. Individuals with these titles may be changed by the Contractor with written notice to, and with approval from, the Contract Security Manager.

A.6 GENERAL SECURITY GUARD DUTIES, CONDUCT, EXPECTATIONS AND QUALIFICATIONS:

A.6.a General Security Guard Duties

Security guards are to be responsible for federal regulatory compliance (in particular CFR 49 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 the Contractor will consult and work with the City to formulate optimal post orders; however, for some locations, the post orders will be provided to the Contractor by the City. 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. Conduct walking and/or driving security tours/patrols of premises and reporting suspicious behavior, activity, concerns or damage.
 - a. Security guards will be required to conduct and log specified activity or interval checks of facility doors, gates, access readers, bag belts, key controlled entry points, elevators, etc.
 - b. Security guards will be required to 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. Permit only authorized persons to enter Restricted Areas.
3. Perform personal property searches at designated locations at DEN in compliance with all applicable airport rules and regulations, federal security regulations and all other applicable rules and regulations.
4. Screen individuals entering designated areas using x-ray machines, walk-thru metal detectors, security wands, etc.
5. Enforce the Denver Municipal Airport System Rules & Regulations and issue Violation Notices as appropriate under direction from the City.
6. Provide general information to the public (directions to Terminal, gates, concessions, etc.)
 - a. Guard City property against fire, theft, pilferage, destruction, and vandalism, reporting any and all occurrences immediately.
7. Perform additional duties as required/requested.

EXHIBIT A

- a. Other duties may include but are not limited to special orders, additional tours of duty, additional personnel requirements, etc. Instructions may change at any time; however, twenty-four (24) hours' notice will be generally given to the Contractor by the City

A.6.b Security Guard Conduct and Expectations

1. Security guards are to maintain continual high standards of professional conduct while on duty:
 - a. They are to be courteous, polite, and professional in their duties; especially when dealing with the general public.
 - b. No visitors or guests of security guards will be permitted to loiter on the job site at any time. Contractor employees may not bring pets, guard dogs, or other animals on the site without the specific written permission of the City.
 - c. Security guards are to remain available and in continuous contact with their Supervisor and City dispatchers by radio or telephone, throughout their shift.
2. Security guards shall be alert and awake at all times.
 - a. Contractor shall agree not to assign any person to perform security services hereunder who has worked in any capacity in excess of twelve (12) hours per a twenty-four (24) hour period or sixty (60) hours per week, with the exception of emergency situations as stipulated by the City.
 - b. Sleeping during shift(s) is prohibited.
3. Security guards are to be free from any condition that might adversely affect fitness for the duties of their position.
4. Security guards are to remain on the property throughout their entire shift, or until properly relieved by another security guard/ Supervisor.
5. Meal breaks are to be taken on the site in an area approved by the City. Security guards will remain observant during the meal break and be prepared to respond as required. No eating or drinking will be permitted at any security post. No coffee, soft drinks, etc. are permitted around electronic screening or monitoring equipment. Reading material, cooking appliances, hobby craft materials, or any other non-essential material will not be allowed on the site unless specifically authorized by the City.
6. Security guards will remain on active patrol, or in an approved location throughout their shift.
7. Security guards and other required personnel will use any electronic device supplied by the Contractor properly to document and track regulatory requirements.
8. Contractor's guards are to be trained to respond appropriately with both firmness and politeness in the case of aggressive or belligerent behavior by an occupant or visitor. If such action does not result in neutralization of situation; they are to calmly refer the occupant or visitor to a Supervisor for assistance, in the event of menacing or threats, they are to contact City dispatch or call 303-342-4211.
9. Security guards 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.
10. Prior to assignment, security guards are to be educated with building/ facility layout, equipment at their assignment or post, locations of access control devices and /or other emergency equipment.

EXHIBIT A

- a. Security guards are to be familiar with all emergency routes, elevator locations, stairwells, and fire exits.
11. Security guards are to sign in and out in the of the Contractor's time keeping system.
12. 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.
13. Courtesy:
 - a. Some facility locations are accessible to the traveling public. Although employees of the Contractor are not employees of the City, the perception of the public at large is that the Contractor's employees are representatives of the City.
 - b. Security guard's interactions with the public should reflect well upon the City.
 - c. 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.
14. Adherence to the Mayor's Executive Order No. 94
15. Pursuant to the terms of the Mayor's Executive Order No. 94, all Contractors with the City and their employees are prohibited in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or illegal drug in City facilities or while performing City business. Contractors and their employees are also prohibited in the consumption of alcohol or being under the influence of alcohol while on duty.
 - a. Contractor personnel in or near City premises shall not consume alcohol during lunch breaks and/or immediately before/during shift(s).
 - b. Contractor is to require employees to submit to blood, urine, or other alcohol or drug screening where there is reasonable suspicion of use and/or influence of alcohol or drugs. Drug or alcohol screening may also be justified where a work place accident may have been drug or alcohol related.
 - c. These policy provisions are applicable to contract personnel and violation of these provisions, or refusal to cooperate with implementation of the City's policy, may result in the City's barring contract personnel from City facilities or participating in City operations. The Proposing Contractor is to refer to Executive Order No. 94 for the specific provisions of this policy.
16. Offensive Language, Smoking/ Tobacco
 - a. Offensive language used by Contractor's personnel will not be tolerated by the City.
 - b. City and County of Denver facilities are smoke-free workplaces; Contractor must comply with each facility's policies related to tobacco usage by its employees as directed by the City.
17. Appearance
 - a. No Security guard may enter duty until he/she has a complete set of approved uniforms and accessories.
 - b. Security guards are to be well groomed and display a professional appearance. Hair length and style is to be neat and presentable. Contractor's personnel are expected to avoid unnatural hair colors, radical fashions, or cuts (i.e. Mohawks or spikes); long hair is to be pulled back or worn in a bun. Moustaches and beards are to be neatly trimmed.
 - c. Clothing will be appropriately sized and worn as designed. Uniforms shall be clean, free of wrinkles, and are to be worn and maintained in a military manner, with buttons secured at all times unless otherwise directed.

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- d. Security guards shall display their DEN Airport ID badge at all times.
 - e. Leather footgear shall be shined.
 - f. Security personnel reporting for duty who do not meet these standards will not be accepted by the City and should be sent home by the Contractor. Should the City notify the Contractor Management that an employee is unacceptable because of personal hygiene, abusive behavior, or reasonable suspicion of substance abuse; the employee is to be immediately removed from the job site by the Contractor. The Contractor has two hours to have a replacement placed on duty for the vacated post, backfilling with trainers, supervisors or management in the interim.
18. Soliciting
- No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport
19. Gratuities
- Neither the 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.
20. Smoking
- The Contractor and its officers, agents and employees shall cooperate and comply with, City and DEN Airport Rules and Regulations, prohibiting smoking in all indoor buildings and facilities including all methods and materials used for smoking. The Contractor agrees that it will prohibit smoking by its employees and the public in any areas made available to the Contractor hereunder.
21. Use or possession of alcohol or drugs:
- a. Pursuant to the provisions of Denver Executive Order No. 94, all City Contractors 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. Contractors shall also prohibit their 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 illicit use 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 will be borne by the Contractor and is not a reimbursable expense.
 - c. These policy provisions are applicable to Contractor Personnel and violation of these provisions or refusal to cooperate with implementation of the City's policy, can result in the City's barring contract personnel from City facilities or from participating in City operations
22. Security Requirements

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In addition to all other provisions of this Contract relating to security requirements, all personnel assigned by the Contractor and/or its Subcontractors to provide services on about the Facilities under this Contract 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 Code of Federal Regulation (CFR), 49 CFR 1542 and DEN rules, policies and procedures pertaining to security. Personnel assigned by the Contractor and/or its Subcontractors must have in their possession at all times while providing services on about the facilities under this Contract, their company ID card and approved DEN Airport ID Badge. DEN may impose, increase and/or upgrade security requirements for the Contract, Subcontractors and their staff during the term of this Contract to address changing security conditions and/or new governmental regulations.

23. Rejection of Unfit Personnel

- a. The City and County of Denver, Department of Aviation may reject – without cause – the use of an individual security officer if it deems that the individual is not fit to carry out the requirements of the position or post to which the Contractor has assigned said personnel.
- b. The Contractor shall remove from the Airport work site any Contractor or subcontractor employee, for non-discriminatory reasons, on, or invited by it onto, the Airport, when the Contract Security Manager notifies the Contractor verbally or in writing that such person is unacceptable to the City for any lawful reason. Such person shall not be reassigned to Airport work by the Contractor, except with the expressed written consent of the Contract Security Manager.

A.6.c Qualifications of Security Guards

1. Merchant Guard License
2. Security guards assigned to the City shall be at least 21 years of age, possess a valid State of Colorado driver's license, and possess a valid Merchant Guard License issued by the City, as prescribed in Denver Revised Municipal Code (DRMC) Chapter 42 Article 5. Each security guard must have in their possession the required license or permit prior to being assigned to City service.
 - a. Proof of such licensure should be available from the vendor upon request from the vendor by the City any time throughout the life of the contract.
3. Physical Qualifications: Contractor's security guards shall be:
 - a. Physically, mentally and emotionally capable of performing all duties required for their assigned post/ duties.
 - b. In good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking/ patrolling for an 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.
4. Citizenship

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- a. All badged Contractor and subcontractor employees working under this Agreement shall be citizens of the United States of America. The Contractor is required to produce evidence of such citizenship. (Acceptable evidence shall consist of a state issued birth certificate or United States Passport).
 - b. Contractor is to take all necessary steps to verify that the citizenship documents are genuine and the identity of the worker is the legally eligible for employment. Contractor shall save the City harmless for any fines, assessments, or judgments as a result of such violation.
5. Background Checks
- a. Security guards 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 Transportation Security Administration (TSA). The City reserves the right to hold the 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. Security guards are to be literate in English to the extent of reading, comprehending and demonstrating their understanding (through actions and behavior) of printed regulations, written orders and instructions, and be able to draft reports, which convey complete information.
 - b. Security guards are to be able to clearly speak in English.
 - i. Active bilingual capability is a "plus" when dealing with and assisting the public and is encouraged.
7. Job Knowledge / Cognition
- a. Security guards are to possess the capacity to acquire a good working knowledge of all the duty requirements within the terms of this RFP and subsequent contract. Prior to assignment, Security guards shall be trained to perform their duties related to the facility they are being assigned. Cross training for multiple posts is acceptable.

A.6.d Qualifications of Supervisors

1. In addition to all the requirements stated above, 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.
 - a. Each Supervisor is to have a minimum of two years of successful experience in security loss prevention or law enforcement at DEN, a TSR 1542 regulated airport or as approved by the Contract Manager.

A.7 COMMUNICATIONS REQUIREMENTS:

The Contractor must conduct quarterly site meetings, allowing two hours per meeting, in addition to daily guard briefing prior to each shift. The Contractor shall not require, and the City shall not provide, additional remuneration to the Contractor for continuing education, quarterly site meeting and Security Guard briefings.

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A.8 CONTRACT SECURITY MANAGER AUTHORITY:

1. The day to day administration of this Agreement is vested in the Contract Security Manager. The Contract Security Manager is to have free access to the Contractor's work areas at the Airport. The Contract Security Manager will decide any and all questions which may arise as to the quality and acceptability of uniforms, supplies, and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.
2. The Contract Security Manager may from time to time issue to the Contractor written Procedures, which shall provide detailed procedures and/or standards for the performance of specific aspects of the contractor's work hereunder. The Procedures shall not materially change the specifications or scope of work herein, but shall give guidance to the Contractor's performance of such work which is in accord with the existing conditions. The Contractor shall comply with the procedures which are in effect at any time. The Contract Security Manager may amend or rescind any procedure by notice in writing to the Contractor.
3. In addition to issuing, amending or rescinding procedures, the Contract Security Manager may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

A.9 CONTRACTOR'S PERFORMANCE:

If, in the opinion of the Contract Security Manager, the Contractor's performance under this Agreement becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor will have 24 hours from the time of such notice to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover same from any balances due or to become due the Contractor.

A.10 DISPUTE RESOLUTION:

Disputes arising under or related to this Agreement or the services which are the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in Section 5-17, Revised Municipal Code of the City and County of Denver. The parties hereto agree that the CEO or designee's determination resulting from said administrative hearing shall be final, subject only to the Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

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A.11 PROPERTY AND EQUIPMENT:

1. The City will provide the following:
 - a. Office Space will be provided by the City with the understanding that it is on a “space available” basis. The City can, at any time, request that the Contractor relocate in the event that it leases the current space. Contractor will be required to contract with the City for all telephone and/or data lines through the DEN Tenant Services Program. The Contractor will not be reimbursed for any upgrades it has made to office space in the event of a re-location, except that, should the Contractor be asked to relinquish their “space available” offices by the City, any telephone and/or data lines installed and paid for by the Contractor will be relocated to new office space by the City or the cost of moving the lines will be reimbursed by the City. All office support equipment will be supplied by the Contractor. The Contractor shall maintain its office and other work areas in a completely clean, businesslike, and orderly manner at all times. Office furniture and equipment will at all times be presentable and businesslike. Broken, defaced or unnecessary items will be promptly removed and, if appropriate, replaced. The Contractor will not allow rubbish or trash to accumulate in its employees’ work areas. The Contractor will not be reimbursed for any cleaning costs enumerated above.
 - b. At DEN’s discretion Parking Spaces may be provided on the ramp. Up to four (4) parking spaces may be located as close to the Contractor Management offices as practical, may be provided on a “space available” basis. A reasonable alternative location may be sought should parking spaces need to be moved.
 - c. X-Ray Machines may be requested to be supplied by the Contractor and all costs associated with that equipment (calibration, maintenance, etc.) shall be the responsibility of the contractor. The equipment will meet and follow all federal regulations, safety requirements, and maintained in operating condition at all times. If the equipment cannot be maintained or use is affected for reasons, such as maintenance, the Contractor will be responsible for supplying any and all methods to maintain compliance with all federal regulations, DEN rules and regulations, and DEN Airport Security Program (ASP). All costs associated with the equipment, maintenance, and calibration, etc. will be negotiated with DEN.
 - d. Walk-Through Metal Detectors, WTMD may be requested to be supplied by the Contractor and all costs associated with that equipment (calibration, maintenance, etc.). The equipment will meet and follow all federal regulations, safety requirements, and maintained in operating condition at all times. If the equipment cannot be maintained or use is affected for reasons, such as maintenance, the Contractor will be responsible for supplying any and all methods to maintain compliance with all federal regulations, DEN rules and regulations, and DEN Airport Security Program (ASP). All costs associated with the equipment, maintenance, and calibration, etc. will be negotiated with DEN.
 - e. Security Wands may be requested to be supplied by the Contractor and all costs associated with that equipment (calibration, maintenance, etc.). The equipment will meet and follow all federal regulations, safety requirements, and maintained in operating condition at all times. If the equipment cannot be maintained or use is

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affected for reasons, such as maintenance, the Contractor will be responsible for supplying any and all methods to maintain compliance with all federal regulations, DEN rules and regulations, and DEN Airport Security Program (ASP). All costs associated with calibration, etc. will be negotiated with DEN.

- f. Hand Held Radios, Batteries, Chargers and Accessories
 - The City will supply and maintain handheld radios issued to all Security personnel, as required, meeting Airport Security procedures. In the event that any Contractor employee is found guilty of abusing the radio equipment provided by Airport Security, the Contractor shall be responsible for the repair and/or replacement of said equipment.
 - The Contractor will maintain a set amount of radio equipment/accessories that will be agreed upon and determined throughout the contract as deemed necessary.
 - g. Security Keys
 - The City will supply all security keys issued to Security guards, as required, meeting Airport Security procedures. In the event a key(s) is lost by any Contractor employee, the Contractor shall bear all expenses incurred in the re-keying of all locks associated with the specific key(s). Lost or misplaced keys must be reported immediately to Airport Security in order to prevent unauthorized access to the airfield and any associated structures.
2. Property Accountability
- a. All property furnished by the City and County of Denver to the Contractor under this Contract shall remain the property of the City. Upon termination of this contract, the Contractor is to promptly return all such property to the City. The Contractor and the City will take an inventory of all property upon the assignment of subsequent contract.
 - b. This account may be reviewed periodically/yearly or when new or additional equipment is added. Upon termination of contract, both parties will review and coordinate the allocation of property.
 - c. Any City-owned equipment which is lost or broken by the Contractor's personnel is to be reported and replaced at the Contractor's expense within three (3) business days of the loss or breakage. If lost or broken equipment is not replaced within seven (7) calendar days of the loss or breakage of same, deductions from unpaid balances may be made for the replacement value of the lost or broken equipment.
3. The Contractor will provide the following:
- a. Cellular Telephones: shall be 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 Contract Security Manager and the Airport Operations Communications Center upon issuance of said cellular telephones. In the event a cellular telephone required by this contract fails to be in operational condition, the Proposer shall provide an alternate cellular telephone within two (2) hours and the alternate cellular telephone number shall be forwarded to the Contract Security Manager and Airport Operations Communications Center.

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- b. Electronic Tracking Device: Contractor will provide a tracking and reporting system through mobile and handheld devices issued to all on-duty personnel. These devices will enable the Security Contractor to:
 - i. Track employees in real time for better response.
 - ii. Produce "breadcrumb" trail reports for patrol accountability.
 - iii. Provide real time security incident reports.
 - iv. Provide daily roll call briefing and daily training topics.
 - v. Ability to give real time updates regarding updating security regulations and practices.
 - vi. Ability to store Sensitive Security Information (SSI) in a secure way that follows all CFR 49 Part 1520 requirements.

- c. Vehicles: A minimum of twenty-four (24) vehicles will be required, which must remain throughout the Contract term, with no more than 100,000 miles or no more than six (6) years old. At least four (4) of these vehicles shall be powered by Compressed Natural Gas (CNG). Except for the four (4) CNG powered vehicles, all vehicles shall be all-wheel drive or four-wheel-drive. **For the purposes of this Contract all vehicles must be new at the start of the Term of the Contract.** This requirement is subject to change by the Contract Security Manager based on need and regulatory compliance. The Contractor will adhere to the minimum vehicle requirements. (NOTE: the City will not be responsible for policy changes that adversely affect fleet utilization). Vehicle access to baggage and train access tunnels shall require the use of a CNG vehicle. Ten (10) of the vehicles supplied shall be pickup trucks capable of hauling a variety of cargo and equipment. Vehicles must be capable of responding over varying terrain and during all weather conditions. The number of CNG and four-wheel-drive vehicles may change based on the needs of the contract and determined by the Contract Security Manager. The Contract Security Manager reserves the right to change the vehicle requirements at any time. The Contractor will adhere to all vehicle requirements necessary, at all time, as determined by the Contract Security Manager.
 - i. The Contractor must maintain a Vehicle Insurance Policy in the amount of \$10 Million per occurrence on all vehicles under this Agreement. This reflects the minimum coverage the City requires for all companies operating on the airfield. Proof of current liability insurance shall be provided to the Airport Property Office and Airport Security annually.
 - ii. It is also a specific requirement that Denver International Airport will perform emission tests on the Contractor's applicable vehicles with said tests occurring annually (NOTE: This testing is performed by the City for CNG vehicles used in the tunnels and is not for Motor Vehicle licensing purposes). This test will be provided annually at the DEN Testing Facility at no charge to the Contractor. Should the testing facility find the vehicle to be defective, it shall be the responsibility of the Contractor to make the necessary repairs prior to the vehicle being returned to service at DEN.
 - iii. Vehicles shall be appropriately marked with the Contractor's logo on both front doors in letters at least four (4) inches high and with a yellow beacon

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light attached to the roof. An adjustable spot light on the driver's side, or alley lights in a light bar is required for vehicles performing Perimeter Fence inspections. All vehicles must have working air conditioning and heat. A log of vehicular patrols and any other vehicular activities relating to this Contract shall be maintained and presented to the Contract Security Manager on a bi-weekly basis.

- iv. The Contractor shall be required to submit any vehicle provided under this Contract to a vehicle inspection at the request of the Contract Security Manager. In the event a vehicle is unable to pass said inspection, the vehicle will be removed from Denver International Airport property and replaced by the Contractor within two (2) hours.
- v. Vehicle Permits: Each vehicle provided by the Contractor shall be required to be identified with a Denver International Airport Vehicle Permit or other such designation as required by DEN. The permit or device must be renewed annually or as required by DEN Rules and Regulations. The vehicle permits shall be provided to the Contractor by Denver International Airport, at no additional cost upon meeting specified requirements.
- vi. Automatic Vehicle Identification (AVI) Tags: Automatic Vehicle Identification tags provide access to Level 5 of the Main Terminal (Ground Transportation level), and parking lots within the Denver International Airport Revenue Parking System. Contractor will follow all necessary DEN procedures to acquire, replace and/or renew AVI tags or other required vehicle devices or permits. The Contractor will be responsible for all applicable fees and charges and will not be reimbursed by DEN for these costs due to loss, theft or renewals.

4. Vehicle Requirements by Quantity, Hours & Days:

| Vehicle Requirements | How Many | Hrs/Day | Days/Yr. |
|-----------------------------|-----------------|----------------|-----------------|
| CNG | 4 | 24 | 365 |
| All-Wheel-Drive/4WD | 20 | 24 | 365 |
| Total All Vehicles | 24 | 24 | 365 |
| Vehicle Total | 24 | | |
| | | | |

5. Uniform Requirements

1. The Contractor will provide sample uniforms to be approved of by the Contract Security Manager.
2. Uniforms, accessories, and equipment and the wearing of same are to conform to guidelines by the City. Security personnel uniforms are to consist of the DEN Airport ID badge, slacks or skirts, uniform shirt and a winter coat. The Contractor's company logo and shield is authorized to be shown on the uniform. Uniforms must be consistent among security guards.

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- b. The City will not reimburse the Contractor for uniform costs. All uniform costs (purchase, alterations, cleaning, etc.) are the responsibility of the Contractor and are to be included in the Contractor's billing rate.
 - c. The 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 contract.
 - d. The Contractor must maintain a replacement program for worn, damaged and faded items, ensuring the security guards have a professional look while representing the City.
3. Uniform Colors and Quantities
- a. Shoes are to be either a black boot or a black tie oxford. Athletic shoes are not acceptable.
 - b. Matching dark color socks will be worn with the shoes.
 - c. The minimum allotments of items below are to be provided by the Contractor to Security personnel
 - i. Shirts, long sleeve-(3)
 - ii. Shirts, short sleeve-(3)
 - iii. Trousers, winter-(3)
 - iv. Trousers, summer-(3)
 - v. Winter coat-(1) for guards who are required to work outdoor posts or respond outdoors.
 - vi. Wind breaker-(1) for guards who are required to work outdoor posts or respond outdoors.
 - vii. Rain wear-(1) for guards who are required to work outdoor posts or respond outdoors.
 - viii. Winter stocking cap-(1) for guards who are required to work outdoor posts or respond outdoors.
 - d. NOTE: It is not required that Security guards wear neckties. Security personnel may wear a white tee shirt or a contrasting color turtleneck under their uniform.

A.12 AIRPORT RULES AND REGULATIONS:

The Contractor, subcontractors, and its officers, employees, guest, invitees, and those doing business with Contractor shall observe and obey all rules and regulations of the City and County of Denver as may be promulgated from time to time, including the DEN Airport Rules and Regulations and contingency plans. The Contractor will not use or permit Airport property of facilities to be used for any purpose prohibited by the laws of the United States or the State of Colorado or the Charter and Ordinances of the City and County of Denver. The Contractor will use the roadways and other areas of DEN in accordance with all City rules and regulations.

A.13 EMPLOYMENT OF NON-U.S. CITIZENS:

Because of the nature of work involved in this Agreement, the Contractor, and any subcontractor to the Contractor under this Agreement, shall employ only U.S. Citizens for the work performed under this Agreement.

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A.14 MANDATORY ONSITE POSITIONS:

1. The City requires, at minimum, the following onsite personnel:
 - a. One (1)-**Site Director** who will report directly to Contract Security Manager. The Site Director shall have overall, operational responsibility for all security officers and shall be based at Denver International Airport on a full-time, 8hr/per/day/M-F basis but available on a 24/7/365 basis for incidents/emergencies. The Site Director furnished under this contract will possess a Bachelor's Degree in Aviation Management, Security Management, Law Enforcement, or a closely related field and must have had, at a minimum, seven (7) years' experience in aviation/security management or law enforcement field including five (5) years of experience at a Title 49 CFR Part 1542, regulated airport and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this contract Ten (10) years of aviation/security management or law enforcement experience may be substituted for a Bachelor's Degree. A Master's Degree is preferable. The Site Director shall have, at a minimum, five (5) years of experience at a Title 49 Code of Federal Regulations (CFR) Part 1542, regulated airport. It is required that the Site Director retain an American Association of Airport Executives (AAAE) Airport Certified Employee (ACE) designation for Security as well as Certified Member (CM) designation within two years of the contract start date. The Site Director will provide administrative direction for all phases of the security operation at Denver International Airport including Title 49 CFR. Part 1542 Regulations. The Contract Security Manager must pre-approve the Site Director.
 - b. Two (2)-**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, Law Enforcement, or a closely related field and must have had, at a minimum, five (5) years' experience in the security or law enforcement field including three (3) years of experience at a Title 49 CFR Part 1542, regulated airport, and a thorough understanding of the operational requirements of each post that will be serviced under the requirements of this contract. It is required that the Assistant Director retain an American Association of Airport Executives (AAAE) Airport Certified Employee (ACE) for Security within two years of the contract start date. The AA AE Certified Member (CM) designation is optional, but preferred. Seven (7) years of aviation/security management or law enforcement 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 Contract Security Manager. The Assistant Director shall be based at Denver International Airport on a full time basis, and be pre-approved by the Contract Security Manager.
 - c. Four (4) - **Operations Manager**: furnished under this Agreement shall possess a Bachelor's Degree in Aviation Management, Security Management, Law Enforcement or a closely related field and must have had, at a minimum, three (3) years' experience in the security or

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law enforcement field including two (2) years of experience at a Title 49 CFR 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 law enforcement experience may be substituted for a Bachelor's Degree. The American Association of Airport Executives (AAAE) Airport Certified Employee (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 Contract Security Manager. The Operations Manager shall be based at Denver International Airport on a full time basis, and be pre-approved by the Contract Security Manager.

- d. One (1)-**Human Resource Manager**. The HR Manager furnished under this contract will possess a Bachelor's Degree in Human Resources or a related field. Five (5) years' experience in a security administrative capacity may be substituted for a Bachelor's Degree. The HR Manager will administer all phases of personnel support for the Contractor's operation at Denver International Airport, and provide paraprofessional and technical assistance to professionals in such areas as personnel, training, finance, or record keeping. The HR Manager shall be based at Denver International Airport on a full time basis.
- e. One (1) **HR Associate**. The HR Associate furnished under this Agreement shall possess a Bachelor's Degree, preferably in Human Resources or a related field. Five (5) years' experience in an assistant Human Resources or security administrative capacity may be substituted for a Bachelor's Degree. The HR Associate shall assist the HR Manager in all phases of personnel support for the Contractor's operation at Denver International Airport and provide paraprofessional and technical assistance to professionals in such areas as personnel, training, finance, or record keeping. This position will also assist the HR Manager in fulfillment of the essential duties provided for in this agreement. The HR Associate shall be based at Denver International Airport on a full time basis.
- f. One (1) - **Payroll/Billing Supervisor**. The Payroll/Billing Supervisor furnished under this contract shall possess a high school diploma and must have a minimum of three (3) years' experience in payroll and billing processing. This Payroll/Billing Supervisor will be permanently assigned to Denver International Airport providing administrative support for the Administrative, Operations and Personnel Managers within this Agreement.
- g. One (1) - **Compliance Supervisor**: The Compliance Supervisor furnished under this Agreement shall possess a high school diploma, and must have a minimum of three (3) years' experience in security, loss prevention or law enforcement. Additional appropriate education may be substituted for one year of the minimum experience requirement. The Compliance Supervisor will be permanently assigned to Denver International Airport, forty (40) hours per week, and their sole duty shall be to provide on-site testing, observations and necessary training to audit and improve the security guards' knowledge, skills and abilities with respect to the assigned post, post orders duties and

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contingencies. They must have two (2) years of experience at a Title 49 Code of Federal Regulations (CFR) Part 1542, regulated airport.

- h. **Supervisors:** The Supervisors furnished under this Contract shall possess a high school diploma and two (2) years' site specific experience at DEN, a TSR 1542 regulated airport or as approved by the Contract Manager experience in security, loss prevention or law enforcement. 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 Contract Security Manager. Security related education may be substituted for one year of the minimum experience requirement as approved by the Contract Security Manager. A minimum of six (6) Supervisors working sixteen (16) hours per day, seven (7) days per week for day and swing shifts are required. Midnight shifts, require a minimum of four (4) Supervisors working eight (8) hours per day, seven (7) days per week. The Supervisors will be assigned to Denver International Airport on a full time basis. Supervisors must have a thorough knowledge of all fields of instruction as outlined in the Contract. In addition, Supervisors are required to have an in depth knowledge of site specific Post Orders. Supervisors must be mature, responsible role models for the security guards. They must foster a positive working relationship and be available and supportive as a training resource to those in the field.
- i. **Training Supervisors** The Training Supervisor furnished under this agreement shall possess a High School diploma, and two (2) years site specific experience at DEN, a TSR 1542 regulated airport or as approved by the Contract Manager in security, loss prevention or law enforcement. 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 Contract Security Manager. Security related education may be substituted for one year of the minimum experience requirement as approved by the Contract Security Manager. This Training Supervisor will be permanently assigned to Denver International Airport, as their sole duty, shall provide planning, coordination and supervision of the training department and training personnel assigned at Denver International Airport.
- j. **Trainers:** The Trainers furnished under this contract shall possess a high school diploma and must have had a minimum of two (2) years of DEN site specific experience a TSR 1542 regulated airport or as approved by the Contract Manager in security, loss prevention or law enforcement. Trainers will be assigned to Denver International Airport on a full time basis and be responsible for implementing security guard training. A staffing minimum of one Trainer per fifty (50) security guards is required. Trainers shall be assigned to a variety of shifts as needed for security guard training.
- k. One (1) -**Scheduler:** The Scheduler furnished under this contract shall possess a high school diploma. The Scheduler shall be assigned to Denver International Airport. The Scheduler will, on a full time basis, provide support for the Director, Operations and HR Managers.

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- l. One (1) - **Assistant Scheduler:** The Assistant Scheduler furnished under this Agreement shall possess a high school diploma. This Assistant Scheduler will be permanently assigned to Denver International Airport, providing administrative support for the Site Director, Operations and HR Managers.
- m. **Security Guards:** Security guards furnished under this contract shall possess a high school diploma or a GED. Security guards must possess excellent communication skills, and be able to read, write legibly and speak fluently in the English language. In addition, Security guards must meet the training requirements set forth in the Agreement. Security guards must be physically, mentally, and emotionally capable of performing all duties as defined by job description. They should be in good physical health and be fully capable of performing normal or emergency duties requiring moderate to arduous physical exertion, such as standing or walking for an entire shift, climbing stairs, running and self-defense. Security guards must be physically capable of performing continuous patrol rounds for the duration of assigned shifts. Security guards must also be 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.
- n. **AOB Receptionist:** The AOB Receptionist shall possess a high school diploma or GED and have a minimum of two years' experience in a Customer Service setting, manning the AOB Reception desk twelve (12) hours per day on weekdays. Receptionists 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 a high attention to detail as this post deals directly with executives and airport professionals. The AOB Receptionist must be approved by the City's Contract Security Manager.
- o. **Screeners:** The Proposer shall provide, at their expense, a minimum of sixteen (16) hours of training for Security Screening positions prior to their assignment to Denver International Airport. Security personnel assigned as Screeners must be trained in the operation of x-ray scanning devices, conducting hand-wand searches of persons and parcels and recognition of weapons or other prohibited items. The training provided shall be sufficiently comprehensive to assure that security 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 Transportation Security Administration, the Screener will be removed from the position and immediately replaced with another Screener.
- p. **Fingerprint Agent:** The Fingerprint Agent furnished under this Agreement will be trained and supervised directly by Airport Security. Forty (40) hours of on-the-job training will be required prior to being assigned to this position. Basic data entry skills are essential. A Fingerprint Agent will be scheduled Monday through Friday during normal business hours, or as needed. Personnel in this position should possess all of the minimum qualifications listed in subparagraph 5.11.L Security Guards.

EXHIBIT A

2. The Contractor shall provide the Contract Security Manager with copies of training plans and all training materials, (e.g., manuals, films) for approval. The Contractor will be required to update screener training as new equipment and procedures are mandated by the TSA and is responsible for all training records. The Contract Security Manager may review the records upon request.
 - a. The Contractor may suggest additional onsite positions and expected compensation.
 - b. The Estimated Personnel Hours by Position provided below details current Agreement hour usage by position:

A.15 INVOICING AND LIQUIDATED DAMAGES

- a. Invoices shall be submitted every two weeks and shall be hand delivered to the Airport Security office. The invoice should detail:
 - i. Job Titles
 - ii. Hours worked
 - iii. Hourly bill rate
 - iv. Total billable by job title and aggregate
 - v. Contract reference I.D. Number
 - vi. Invoice number and date
 - vii. Start and end dates of billing cycle
 - viii. Requesting department name and 'ship to' address
 - ix. Payment terms
 - x. Invoice breakdown documentation
 - xi. Employee hours, beginning and end
 - xii. Employees exceeding 40 hours a week

Detail sheets for each shift, grouped by post, with hours and billable are required. Detail sheets are also requested for vehicle mileage, broken out by vehicle.

- b. Denver International Airport, may, at our option, refuse to pay an invoice if delivered more than 2 weeks after the service period end date.

A.15.a **Liquidated Damages – Deductions for Non-performance or Substandard Performance:**

- a. Civil Penalty – Fines levied against the Airport by the FAA or the TSA for security violations shall be passed on to and borne by the Contractor if the violation is attributed to Contractor or subcontractor deficiencies and/or negligence. Contractor's liability for any civil penalty assessed as a result of an FAA/TSA test failure shall be full payment for fines arising out of any one occurrence. Payment will be due 30 days from notification by DEN after resolution of fine amount between the Airport and the FAA and/or TSA. Any fines and fees assessed will be deducted directly from the invoice for that billing period.
- b. The Contractor will be responsible for compliance with Airport Security regulations and FAR Parts 1542 (Airport Security) and 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 the Contractor. The Contractor will be charged/responsible for all expenses/fines associated along with an additional 10% of the fine with Letters of Investigation and Civil Penalties distributed by TSA due

EXHIBIT A

to Contractors lack of performance or dereliction of job duties. The fee/fine will be deducted from the invoice at time of billing.

- c. In the event the Contractor or subcontractor shall fail in the performance of the work specified and required to be performed or material to be delivered within the time limit set forth within the Agreement, after due allowance for any extensions of time granted by the Contract Security Manager, the 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 by the Contractor. The City shall have the right to make deductions from any amount due or that may become due the Contractor or collect such liquidated damages from the Contractor or his surety. The Contract Manager will have the authority to impose or waive fees. The Contract Manager 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 and are not limited to:

| INCIDENT | SPECIFIC DEDUCTION |
|--|---------------------------------|
| Insufficient number of personnel or vehicles | \$500.00 per incident |
| Incomplete, unacceptable, dirty uniform | \$50.00 per documented incident |
| Failure to maintain accurate records of hours worked | \$100.00 per occurrence |
| Regulatory failure by a guard | \$500.00 per occurrence |
| Failure to provide and/or complete an incident report | \$50.00 per occurrence |
| Failure to disclose non-compliance or regulatory failure | \$100.00 per occurrence |
| Failure to keep the regulatory logs current and accurate | \$50.00 per occurrence |
| Late appearance of officer for work | \$100.00 per occurrence |

A.16 INCENTIVE PROGRAM

A.16.a PROGRAM

The Incentive Program will be administered quarterly and will consist of general areas such as, but not limited to, On-Site Management Performance, Employee Performance, Equipment, Projects and Customer Service. Individual categories under each area will be mutually agreed upon between the 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 provided by the Contractor and/or City while others may require observational reports or written recaps. The categories and matrices to be used during a particular quarterly period will be mutually determined and agreed upon prior to the start of that period. In the

EXHIBIT A

absence of mutual agreement following good-faith discussions, the City shall designate categories and matrices.

A.16.b **SCORING**

Throughout the quarterly period being measured, the Contractor and the City will collect statistics and documentation relating to the categories. At the conclusion of the quarter, the Contractor's on-site management group and the Contract Security Manager will compile the information and schedule a meeting to score the Incentive Program for that period. This meeting will be conducted within twenty-five (25) days of the end of the quarter being measured. Prior to the meeting, the Contractor and the City will exchange documentation each has compiled for review by each of the Incentive Program Review Board members who will perform a preliminary scoring of each category.

A.16.c **INCENTIVE PROGRAM REVIEW BOARD**

The Incentive Program Review Board will be comprised of the following individuals:

- a. Site Director or individual of higher standing/position within the company.
- b. Contract Security Manager or designee.
- c. Additional City/Stakeholder (of the Contract Security Manager's choosing.

Any substitution of the above must be pre-approved by the Contract Security Manager. Additional individuals employed by the Contractor or the City may participate in the Incentive Program Review meeting but only the three (3) Board members will have their scores applied to the final Incentive Program calculation. During this meeting, the preliminary scores of the three Board members will be discussed and a final score determined. The Contract Security Manager will then prepare on behalf of the City the necessary to allow the Contractor to submit an invoice for the Incentive Program Award that quarter.

A.16.d **INCENTIVE PROGRAM QUARTERLY AWARD**

Maximum amount of the quarterly incentive will be 1.5% of the applicable quarter's billing invoice amounts verified by the Contract Security Manager. Should the billing cycle not coincide with the quarterly review period, the Contract Security Manager will 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 the Transportation Security Administration (TSA) or Federal Aviation Administration (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 radios, keys, cell phones and AVI tags.
- e. Any specific security equipment purchased by the Contractor as requested by the City that will be reimbursed through the billing process.
- f. Deductions for "non-performance or substandard performance".

EXHIBIT A

A.17 BENEFITS-REQUIRED MINIMUMS: PLACE HOLDER FOR BENEFITS PROPOSED

Employee Parking required:

- B. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”) with parking. Employee parking is currently \$36.00 per person per month. Current costs are subject to change at any time. The Contractor will be notified of any changes to fees thirty (30) days in advance. Fees shall not be reimbursable and the Contractor shall bear all parking expenses. For employees that wish to take public transportation;
- C. The Contractor agrees to provide its employees located at Denver International Airport under this Agreement (“Eligible Employees”), with bus passes. Bus passes shall be purchased in accordance with an approved transit plan provided by the Regional Transportation District (RTD).
- D. The Contractor shall be responsible for administering its transit plan with RTD and agrees to comply with all terms and conditions of the transit plan.
- E. For every month that the Contractor provides bus passes for its Eligible Employees, the City shall reimburse the Contractor 75% of the bus pass cost for each Eligible Employee.
- F. The Contractor agrees to provide the City with the following information:
 - a. A copy of the contract relating to the transit plan between the Contractor and RTD;
 - b. A monthly report of all Eligible Employees who have and have not accepted the bus pass; and
 - c. A detailed invoice with the cost of the transit plan clearly identifiable.
- G. The Contractor agrees that any duly authorized representative of the City shall have the right to audit the books, documents, papers and records of the Contractor, involving the transit plan within the record retention period generally established in the Contract.
- H. The City agrees to reimburse the cost of the bus passes in accordance with subsection (4) above.
- I. Any Eligible Employee who accepts a Bus Pass under this program will not also receive an employee parking permit in the DEN Employee Parking Lot.

A.18 TRAINING:

A.18.a **Training Requirements (General)**

- i. Contractor is to have an established training program in which all Security personnel have participated/ tested in. The trainer group must provide the standardized material and documentation of completion and results must be kept for each employee.
- ii. The Contractor is to provide, at their own expense, a minimum of thirty two (32) hours of training for employees (both Security Guards and Supervisors) prior to their post assignment. The training provided by the Contractor is to be comprehensive in order to assure Security personnel will perform their duties effectively and must include a minimum of sixteen (16) hours of orientation training specific to Denver International Airport and an additional sixteen (16) hours of instruction specific to the post(s) the

EXHIBIT A

- employee will be assigned to. The Contractor must ensure that training is considered sufficiently comprehensive so that personnel may effectively and efficiently perform the duties prior to their post assignment.
- iii. In addition, to the formal training for new hires, the Contractor will provide ongoing on-the job training in response to Security personnel needs and changing conditions to ensure its personnel are performing to the satisfaction of the City and meeting all Regulatory requirements All training provided for personnel servicing DEN shall be at the Contractor's expense and the Contractor shall not request additional remuneration for training provided to its employees.
 - iv. Security Guard training is to include but not limited to the following:
 - a. Operational orientation: Policies, procedures, 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, concourses, ramp areas, 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 personnel along with insurance, investigative, or litigation purposes.
 - e. Radio Communications: Radio operations-routine and emergency situations, as well as specific training on terminology and protocol to be used with the Airport Communications Center.
 - f. Evacuation Procedures: Actual walk-through of emergency evacuation for all facilities. Evacuation of handicapped persons training and activation of evacuation systems, emergency communications systems, etcetera.
 - g. First Responder/ First Aid: Certified Red Cross instruction including Cardiopulmonary resuscitation (CPR).
 - h. Alarm system orientation: Identification and discussion of various alarm devices found on City property.
 - i. Responding to and dealing with security access alarms and the various types of alarms (to include procedures for securing the event).
 - j. Delivery inspections: Discussion and procedure review for inspecting products and goods being delivered into the Sterile Area in support of all federal regulations.
 - k. Guard Gate: Discussion and procedure review to include all aspects of the access control system, escort program, emergency response plans, vehicle inspection program, etc.
 - l. Perimeter Guard training to include all aspects of perimeter inspection and appropriate reporting of security issues, haul route processes, GPS unit training, etc.
 - m. Turnstile Guard training to include all aspects of biometric enrollment, security screening processes (metal detector, x-ray machine, and wand), partnering with TSA when hand searches are required, etc.
 - n. Training is to include appearance, courtesy, and customer service to the public. New Security guard training shall also include training specific to the

EXHIBIT A

duties required at specific City facilities. Security guards and supervisors shall be familiar with site location details and provide accurate directions to the public

- o. Security Personnel, where applicable, are to be trained in personal property searches, the operation of x-ray scanning devices, metal detectors, hand-wands, the visual recognition of weapons, drugs and other illegal items and the use of computer operated monitoring systems.
- p. Annual recertification must be performed with all personnel on all eligible posts prior to commencement of work.
- q. Annual recertification must be performed with all personnel on training items required by Contract Security Manager.
- r. Leadership growth and development classes are required for supervisors, trainers and all Contractor management. A minimum of sixteen (16) hours of training is required. The training will include topics and training on leadership and team building, retention, work/life balance, communication and/or any other relevant leadership topics.
- s. Leadership development program must be in place at time of contract initiation or within one (1) year of contract initiation date.

A.19 STAFF IMPLEMENTATION REQUIREMENTS:

1. The Contractor is responsible for securing all licenses and permits required by the laws of the State of Colorado and the City and County of Denver for their personnel- including supervisory, managerial and other employees directly engaged in providing protection and preserving the peace in compliance with Denver Revised Municipal Code (DRMC) § 42-131 through § 42-167.
 - a. The Contractor is to submit to City, thirty (30) days prior to service start date of the contract the following:
 - i. Lists of the Security Guards, Supervisors, Trainers, etc. assigned to the City account and include copies of their valid Merchant Guard License(s), Driver's Licenses, copies of all written candidate background investigation reports and evidence of CPR and First Aid training.
 - ii. Prior to the contract start date, the Contractor is to submit to the City for approval samples of the items of uniform and equipment to be worn by the site Guards contained in Section B.5.4.e
 - iii. New Post Assignment: Existing Security Guards assigned to new posts shall be required to be oriented and instructed by the Trainers 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.
 - iv. Defensive Driving Course: Each driver of a vehicle must have completed a DEN approved Defensive Driving Course. The Contract Security Manager shall be supplied with copies of the training manual and all training materials. The guidelines of this course should be comparable to those used by a certified

EXHIBIT A

defensive driving training school. Copies of each employee's driver training record shall be kept on file and the Contract Security Manager may review the records upon request. The Proposer shall not request, and the City shall not provide, additional remuneration for Defensive Driving Courses.

2. Communication Requirements: The Contractor must conduct quarterly site meetings, allowing two (2) hours per meeting, in addition to daily briefings prior to each shift. The Contractor shall not request and the City shall not provide additional remuneration to the Contractor for quarterly site meetings and Security Guard briefings.

Exhibit B

| Item | Description | Rate / Hour | Adjusted Rate Per Hour | Hours/Period (Bi Weekly) | Extended Cost |
|------|----------------------------|-------------|------------------------|--------------------------|---------------|
| 1 | Site Director | \$62.13 | | 80.00 | \$ 4,970.40 |
| 2 | Operations Manager | \$47.19 | | 160.00 | \$ 7,550.40 |
| 3 | Assistant Ops Manager | \$33.45 | | 320.00 | \$ 10,704.00 |
| 4 | HR Manager | \$42.45 | | 80.00 | \$ 3,396.00 |
| 5 | HR Associate | \$22.24 | | 80.00 | \$ 1,779.20 |
| 6 | Scheduler | \$22.46 | | 80.00 | \$ 1,796.80 |
| 7 | Assistant Scheduler | \$21.62 | | 80.00 | \$ 1,729.60 |
| 8 | Payroll/Billing Supervisor | \$25.33 | | 80.00 | \$ 2,026.40 |
| 9 | Compliance Supervisor | \$20.67 | | 80.00 | \$ 1,653.60 |
| 10 | Training Supervisor | \$20.99 | | 80.00 | \$ 1,679.20 |
| 11 | Trainer | \$19.59 | | 560.00 | \$ 10,970.40 |
| 12 | Guard Supervisor | \$22.76 | | 1,616.00 | \$ 36,780.16 |
| | | | | | |
| 13 | Management Fee | \$4.46 | | | |
| | | | | | |
| 14 | AOB Receptionist | \$17.12 | \$21.58 | 160 | \$ 3,452.80 |
| | | | | | |
| 15 | Fingerprint Agent | \$22.07 | | | |
| | | | | | |
| 16 | Vehicle Mileage | \$.72/mile | | | |
| | | | | | |
| 17 | Guards | \$17.12 | \$21.58 | 22,042 | \$ 475,666.36 |
| | | | | | |

**CITY AND COUNTY OF DENVER
CERTIFICATE OF INSURANCE FOR DEPARTMENT OF AVIATION**

 Original COI Advice of Renewal Change

Party to Whom this Certificate is Issued:

Name and Address of Insured:

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

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201735151 Security Services DEN

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

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

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

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

| | |
|--|---------|
| Each Occurrence: | \$5,000 |
| General Aggregate Limit: | \$5,000 |
| Products-Completed Operations Aggregate Limit: | \$5,000 |
| Personal & Advertising Injury: | \$5,000 |
| Fire Damage Legal - Any one fire | \$5,000 |

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

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable
8. Policy shall be endorsed to include master key coverage.
9. Policy shall be endorsed to include coverage for "care-custody-control" of others.
10. Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

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

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

II. ADDITIONAL COVERAGE

CRM-1.Crime: Money & Securities of Others / Employee Dishonesty/Computer Fraud (per box checked)

| Coverage | Minimum Limits of Liability | Policy No. & Company | Policy Period |
|--|---|----------------------|---------------|
| <input type="checkbox"/> CRM-1-A. Money and Securities of Others <input checked="" type="checkbox"/> CRM-1-B. Employee Dishonesty <input type="checkbox"/> CRM-1-C. Computer Fraud (if consultant will have access to financial documents on City computer systems) | Limit: Maximum amount of funds in care, custody or control at any one time \$500,000 | | |

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

1. Coverage must extend to cover all City funds in the care, custody and control of the Insured by endorsement; endorsement must apply coverage directly to City via third party endorsement.

Umbrella Liability

Coverage:

| | | |
|--|-------------------------------|---------|
| Umbrella Liability, Non Restricted Area | | |
| Minimum Limits of Liability (In Thousands) | Each Occurrence and aggregate | \$1,000 |
| Umbrella Liability, Unescorted airside access | | |
| Minimum Limits of Liability (In Thousands) | Each Occurrence and aggregate | \$9,000 |

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

Professional Liability (Errors and Omissions)

Minimum Limits of Liability (In Thousands)

| | |
|-----------|---------|
| Per Claim | \$5,000 |
| Aggregate | \$5,000 |

The policy must provide the following:

1. Policies written on a claims-made basis must remain in force for three years extended reporting period in accordance with CRS 13-80-104.
2. If the coverage is written on a claims-made basis the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract.

III. ADDITIONAL CONDITIONS

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

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

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 mail to the address shown above, by mail, return receipt requested, thirty (30) days prior written notice ten (10) days for non-payment of premium, referencing the contract/project number set forth herein.

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

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

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

a corporation organized and existing under and by virtue of the laws of the State of _____,
and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the
CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereafter referred to
as the "City", in the penal sum of _____ (\$), 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.** _____, Denver, Colorado, and has bound itself
to complete the project within the time or times specified or pay liquidated damages, all as designated,
defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and
Technical Specifications therefore, a copy of said Contract being made a part hereof;

NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully
observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the
Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference
made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in
such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and
effect;

PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the
Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all
damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of
the Contract), claims, demands, expense and charge of every kind (including claims of patent infringement)
arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said
work; and shall fully reimburse and repay to the City all costs, damages, losses and expenses which it may
incur in making good any breach or default based upon the failure of the Contractor to fulfill its obligation to
furnish maintenance, repairs, services, or replacements for the full guarantee period provided in the Contract
Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts
lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental
machinery, tools or equipment used or performed in the prosecution of work provided for in the above
Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all
payments in connection with the carrying out of such Contract, then this obligation shall be null and void;
otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire,
sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or
materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to
be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the
result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the
same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

Exhibit D – Sample Performance and Payment Bond

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20__.

Attest:

Secretary

Contractor

By: _____
[Title]

Surety

By: _____
Attorney-In-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:

KRISTIN M. BRONSON,
City Attorney for the City and County of
Denver

By: _____
Assistant City Attorney

APPROVED FOR THE CITY AND COUNTY
OF DENVER

By: _____
MAYOR

By: _____
CEO DEPARTMENT OF AVIATION

**PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION
(SAMPLE)**

FAX NUMBER: 303-342-2552
TELEPHONE NUMBER: 303-342-2540

Assistant City Attorney
Airport Office Building
8500 Pena Blvd. #9810
Denver, CO 80249-6340

RE: (Company name)

Contract No: «Contract_No»
Project Name: «Project_Name»
Contract Amount:
Performance and Payment Bond No.:

Dear Assistant City Attorney,

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

_____ [SURETY
NAME], on _____, 20__.

We hereby authorize the City and County of Denver, Department of Aviation, to date all bonds and powers of attorney to coincide with the date of the contract.

If you should have any additional questions or concerns, please don't hesitate to give me a call at

_____.

Thank you.

Sincerely,

Exhibit E – Sample Letter of Credit Form

ISSUING BANK IDENTIFICATION:

DATE:

IRREVOCABLE LETTER OF CREDIT NO. _____ :

BENEFICIARY:

CITY AND COUNTY OF DENVER
DEPARTMENT OF AVIATION
DENVER INTERNATIONAL AIRPORT
AIRPORT PROPERTY OFFICE/AIRPORT OFFICE BLDG.
8500 PENNA BOULEVARD, ROOM 9870
DENVER, COLORADO 80249-6340

APPLICANT:

LADIES AND GENTLEMEN:

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE LETTER OF CREDIT FOR THE ACCOUNT OF _____, FOR UP TO THE AGGREGATE AMOUNT OF USD _____ (_____ AND NO/100 U.S. DOLLARS) AVAILABLE SOLELY BY YOUR DRAFT(S) AT SIGHT DRAWN ON US AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL AMENDMENTS THERETO, IF ANY.

2. BENEFICIARY'S SIGNED AND DATED STATEMENT READING AS FOLLOWS:

"DENVER'S MANAGER OF AVIATION HAS DECLARED A DEFAULT OR VIOLATION UNDER THE _____ Agreement BETWEEN THE CITY AND COUNTY OF DENVER AND _____, AT DENVER INTERNATIONAL AIRPORT" AND/OR "THE RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL AND USE OF THE DENVER MUNICIPAL AIRPORT SYSTEM, ADOPTED JANUARY 11, 1994, WITH SUCH AMENDMENTS, REVISIONS, ADDITIONS AND EXTENSIONS AS MAY FROM TIME TO TIME BE ADOPTED ("AIRPORT RULES AND REGULATIONS") AND/OR THE DENVER INTERNATIONAL AIRPORT TENANT DEVELOPMENT GUIDELINES AS FROM TIME TO TIME THEY MAY BE AMENDED, REVISED OR SUPPLEMENTED."

PARTIAL DRAWINGS ARE ALLOWED.

ALL DRAFTS DRAWN MUST BE MARKED "DRAWN UNDER _____ BANK, N.A., LETTER OF CREDIT NO. _____ DATED _____."

WE HEREBY ENGAGE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT WILL BE DULY HONORED UPON PRESENTATION FOR PAYMENT OF THIS ORIGINAL LETTER OF CREDIT AND THE ABOVE SPECIFIED DOCUMENT AT THIS OFFICE BEFORE THE CLOSE OF OUR BUSINESS ON OR BEFORE _____. PURSUANT TO U.S. LAW WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPT. OF TREASURY, OR SUBJECT TO THE DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPT. OF COMMERCE.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY LETTER OF CREDITS (2007 Revision) and/or THE INTERNATIONAL STANDBY PRACTICES (1998), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 AND AS TO MATTERS NOT GOVERNED BY THE REFERENCED DOCUMENTS, THIS CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO.

ALL CORRESPONDENCE AND ANY DRAWINGS HEREUNDER ARE TO BE DIRECTED TO _____

_____ BANK, N.A.

AUTHORIZED SIGNATURE